

# **Self-Help Legal Information Packet:** **Filing a Repair and Remedy Case**



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## **What is a Repair and Remedy Case?**

Landlords are required by law to “repair or remedy” (meaning to fix) certain conditions that materially affect the physical health or safety of an ordinary tenant (for example, mold, roof leaks or infestation of rodents). If you are renting your residence and the landlord fails to do this, you might be able to file a repair and remedy case against the landlord.

## **What Conditions Must a Landlord Fix?**

A landlord must make a diligent effort to repair or remedy a condition that:

- Materially affects the physical health or safety of an ordinary tenant; or
- Results from the landlord failing to provide hot water at a minimum temperature of 120 degrees.

## **May a Lease Require Me to Make Repairs?**

Yes, in some circumstances a written lease may require you to make repairs at your expense if:

- the landlord owns only one rental dwelling when the lease is signed; and
- there are no conditions at that time that materially affect the physical health or safety of an ordinary tenant; and
- the landlord has no reason to believe any such conditions are likely to occur.

If you have a written lease you should read it carefully to see if there are any such terms, which have to be either underlined or printed in **boldface** or in a separate document attached to the lease.

Your lease may also require you to pay for repairs of the following conditions (unless caused by the landlord's negligence):

- Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve your residence;
- Damage to doors, windows, or screens; and
- Damage from windows or doors left open.

### **When May I File a Repair or Remedy Case?**

You may file a repair or remedy case when your landlord fails to fix a condition of your residence that he is required to fix if:

- The condition materially affects the physical safety or health of an ordinary tenant or results from the landlord failing to provide hot water at a minimum temperature of 120 degrees;
- The condition was not caused by you, an occupant, or a member of your family or a guest, unless it was due to normal wear and tear;
- The condition was not an insured casualty loss (for example, a case cannot be filed to repair a condition caused by a fire that is covered by insurance);

- You told your landlord about the condition by giving a notice to the person or place where you normally pay your rent (see below for details about the notice; a notice form is available on our website at [www.tjctc.org/SRL](http://www.tjctc.org/SRL));
- The landlord has had a reasonable time to repair or remedy the condition after receiving your notice (see below about what is a reasonable time);
- The landlord has not made a diligent effort to repair or remedy the condition after receiving your notice; **and**
- *You were not behind in your rent at the time any required notice was given.*

**Please note that many tenants stop paying rent due to frustration about a lack of repairs. But this means that the landlord no longer has an obligation to make the repairs, and you will lose your repair and remedy case!**

### **How Do I Have to Send the Notice?**

If you send the notice by certified mail, return receipt requested, or registered mail, or by a form of mail that allows tracking of delivery by the USPS or a private delivery service, you only have to send one notice.

But if you send a written notice by some other means, or you give oral notice, then you must give your landlord a subsequent written notice after a reasonable time to repair or remedy the condition after giving the first notice. (The first notice may also have to be in writing if you have a written lease that requires a written notice.)

## **What is a Reasonable Time for the Landlord to Make Repairs?**

Seven days is presumed to be a reasonable time but other factors might affect what is a reasonable time, including the date when the landlord receives your notice, the severity and nature of the conditions and the availability of materials and labor or utilities.

Also, if a condition results from an insured casualty loss, such as fire, flood, smoke, hail or explosion, the period for repair does not begin until the landlord receives the insurance proceeds.

## **May the Landlord Just Close the Premises?**

Yes, the landlord may close the rental property after receiving a notice to repair or remedy a condition, but if they do so they may have to pay your moving expenses, refund a portion of your rent, and return your security deposit.

## **Do I Have Other Options Besides Filing a Repair and Remedy Case?**

Yes; if a landlord fails to repair or remedy a condition that they are required to fix then you may have a right to terminate your lease or, in certain limited circumstances and after following certain specific procedures, you may have a right to have the condition repaired or remedied and deduct the cost from a rent payment after you have paid for the repairs. If you wish to pursue either of these options, we strongly suggest you consult with an attorney who may advise you on precisely what steps you have to take. Attorney contact information, including for legal aid services that provide low- or no-cost legal advice, may be found at [www.tjctc.org/SRL](http://www.tjctc.org/SRL).

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## **If I File a Repair and Remedy Case What May I Ask the Court to do?**

If you file a repair and remedy case you may ask the court for some or all of the following:

- An order directing the landlord to take reasonable action to repair or remedy the condition;
- An order reducing your rent from the date of the first notice you sent the landlord concerning the condition until the condition is repaired or remedied;
- A judgment against the landlord for a civil penalty of one month's rent plus \$500;
- A judgment against the landlord for the amount of your **actual damages** (meaning monetary losses you incurred directly as a result of the condition, such as the cost of a hotel that you had to stay at because your residence was not livable); and
- Court costs and attorney's fees (if you have an attorney).

## **How Do I File a Repair and Remedy Case?**

To file a repair and remedy case you may file a **petition** with a justice court. A petition is a form that says who you are suing, why you are suing them, what you are suing them for, and gives your contact information. A petition form for a repair and remedy case is available on our website ([www.tjctc.org/SRL](http://www.tjctc.org/SRL)).

A petition in a repair and remedy case must contain the following information:

- The address of the premises where the repairs were not made;
- Whether you received in writing the name and business address of the landlord and landlord's management company;
- To the extent you know it, the name, business street address, and telephone number of the landlord and the landlord's management company, on-premises manager and rent collector serving the rental property;
- Information concerning any notices you gave the landlord requesting that the condition be repaired or remedied, including:
  - the date of the notice;
  - the name of the person to whom or place where it was given;
  - whether the lease is in writing and requires written notice;
  - whether the notice was in writing or oral;
  - whether it was given by certified mail, return receipt requested, or registered mail; and

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- whether your rent was current or had been timely offered at the time the notice was given;
  - A description of the property condition that you are asking to have repaired or remedied;
  - A statement of what you are asking the court to do, such as an order to repair or remedy the condition, a reduction in rent, actual damages, civil penalties, attorney's fees, and court costs;
  - If you are asking for a reduction in rent, then you need to state the amount of rent you have paid, the amount of rent paid by the government, if known, the rental period and when the rent is due, and the amount of the requested rent reduction and when it should begin;
  - A statement that the total relief requested does not exceed \$10,000, excluding interest and court costs but including attorney's fees; and
  - Your name, address, and telephone number and whether you agree to receive any other papers or orders filed in the case by email.

## **Where do I File the Petition?**

You may file the petition in any justice court in the county in which you live. (You may also file the petition in a county court or a district court, but the information in this packet only applies to a justice court.) When you file the petition, you must provide the court with copies of the petition and any

attachments so the court may have the petition served on (meaning formally delivered to) the landlord.

## **Is There a Filing Fee?**

Yes, the standard filing fee for a case in justice court is \$46 in most counties until December 31, 2021; and \$54 in most counties on or after January 1, 2022. Also, notice of the case will have to be served on the landlord (see below). If you wish to have the constable or sheriff serve the papers, a service fee of around \$80-100, depending on the county, will also be charged.

If you are unable to pay the filing and service fees, you may fill out and file a Statement of Inability to Afford Payment of Court Costs form. This form is available from the court and is also available on our website ([www.tjctc.org/SRL](http://www.tjctc.org/SRL)).

You must swear to the information that you provide on this form and can face serious legal consequences if you do not fill it out accurately and to the best of your ability. If you use this form, fill it out completely and truthfully.

## **Is There a Limit on How Much I Can Ask For?**

Yes, a justice court may not award a judgment in a repair and remedy case for more than \$10,000 (excluding interest and court costs) or order a repair and remedy that would cost more than \$10,000. If the amount you are seeking is more than \$10,000, the justice court will have to dismiss your case and you will have to file it in a county court or a district court.

## **What Happens After I File the Petition?**

After you file the petition, the judge will issue a citation that tells the landlord they are being sued and orders them to appear in court on a date set by the judge not less than 10 days or more than 21 days after your petition was filed. That date is the trial date.

## **How is the Citation Served on the Landlord?**

The citation may be served on the landlord by a sheriff, a constable, a private process server, or another person authorized by the court to serve the citation. It is up to you to decide whether you want the sheriff or constable to serve the citation or to hire a private process server to do this. You will have to pay a service fee to the sheriff or constable (set by the county) or to the private process server (whatever rate they charge). If you cannot afford the service fee you may submit a Statement of Inability to Afford Payment of Court Costs. The citation must be served on the landlord at least six days before the trial date.

## **How Do I Send Paperwork to the Landlord?**

Any paperwork such as motions, requests for a hearing, appeals, etc., must be sent to the landlord (the defendant) as well as to the court. You can send those papers to the landlord by:

- 1) delivering the papers to them in person,
- 2) mailing the papers to them using certified or registered mail,
- 3) using a delivery service such as FedEx or UPS,
- 4) faxing the papers to them, or

5) sending the papers by email if they provided their email address for document delivery and agreed to email service in writing.

On the copy you give the court, you must write down how and when the paperwork was delivered to the defendant.

## **What if We Reach an Agreement?**

If the case goes to trial, usually there will be a “winner” and a “loser,” resulting in someone being happy and someone being unhappy. To reduce that risk, sometimes parties will come to a **settlement**, or an agreement on how to resolve the case. If you reach a new agreement with the landlord in which they agree to repair or remedy the conditions that caused you to file the suit, you will need to file a **nonsuit**, which is a request for your case to be dismissed. If the landlord then breaches the new agreement by failing to repair or remedy the conditions, you will have to start over and file a new repair and remedy suit after giving the landlord proper notice of the conditions or you will have to file a suit to enforce the settlement agreement (which might have to be filed in a county or district court). In this situation we would recommend that you consult an attorney who can advise you on the best way to proceed. Attorney contact information, including for legal aid services that provide low- or no-cost legal advice, may be found at [www.tjctc.org/SRL](http://www.tjctc.org/SRL).

## **Can I Have a Jury Trial?**

Yes. Either side in a repair and remedy case may request a jury trial. The rules say that you must make a request in writing to the court at least 14 days before the date set for trial and pay a

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jury fee of \$22 (unless you cannot afford it and file a Statement of Inability to Afford Payment of Court Costs). Therefore, if you know you will want a jury when you file your petition, you should request a jury at that time. You may even do this in the petition itself. (If you request a jury less than 14 days before trial, the judge may still allow a jury but is not required to do so.)

If no one requests a jury, the trial will be heard by the judge alone, which is called a bench trial.

### **What if I Need More Time for Trial?**

If you need more time for trial or have a conflict with the date on which the trial is scheduled, you may file a motion (a request) for **postponement**, also called a **continuance**. You should explain in writing why you need the postponement. **Do not** just decide not to show up on your trial date! That will probably result in your case being dismissed.

### **What Happens at the Trial?**

**Be sure to bring all of your documents and witnesses with you on your trial date!**

If the trial is a jury trial, the first step will be jury selection, which is formally called **voir dire**. You are allowed to talk to the people who have been called for jury duty to make sure they are able to be fair and impartial.

Next, you may give an opening statement if you wish, where you explain to the judge and jury what the case is about.

After that, you may testify (tell your side of the story under oath) and present any evidence you may have, such as photos, notices, receipts or any official documents concerning the condition of your residence. You may also call any witnesses (such as a housing inspector) to testify and ask them questions so they can explain what they know to the judge or jury. The landlord (or their attorney) will also be able to ask you and your witnesses questions after you testify; this is called **cross-examination**.

Next, the landlord may present any evidence and call any witnesses they may have. You are allowed to ask questions of the landlord and their witnesses on cross-examination as long as they relate to the facts of the case. You should remain calm, polite, and respectful of the court process, even if you disagree with what other witnesses say.

Finally, after the testimony ends, each side may make a final statement, called a **closing argument**, in which each side explains why they think they should win.

After that, the decision will be made by the jury if there is one, or by the judge if there is no jury. The decision will be announced in open court, and a written **judgment** will be made available.

## **What May the Judgment Include?**

In a repair and remedy case the judgment may:

- Order the landlord to take reasonable action to repair or remedy the condition;

- Order a reduction in your rent, from the date of the first repair notice, in proportion to the reduced rental value resulting from the condition until the condition is repaired;
- Award a civil penalty of one month's rent plus \$500;
- Award you actual damages (meaning monetary losses you incurred directly as a result of the condition); and
- Award court costs and attorney's fees (if any).

## **What if the Landlord Doesn't Appear for Trial?**

If the landlord (or someone appearing for them like a property manager or an attorney) does not show up for the trial, the judge may go ahead and hear your testimony and evidence and if you show that you are entitled to win, the judge will enter a judgment against the landlord. This is known as a default judgment.

To get a default judgment, you will also need to provide the last known address of the defendant to the court in writing, as well as an affidavit stating whether or not the defendant is on active duty in the U.S. military (or that you do not know if they are), and how you know that they are or are not, or why you do not know if they are. You can verify military service at this link: <https://scra.dmdc.osd.mil/>.

## **What Happens if the Landlord Doesn't Comply With the Court's Order?**

If the landlord fails to comply with an order to repair or remedy a condition or to reduce your rent, you may ask the judge to hold the landlord in contempt of court. If the judge agrees, the landlord could be subject to a fine of up to \$100 and/or up to three days in jail.

## **May I Appeal if I Lose My Case?**

Yes. Either side (you or the landlord) may appeal the decision of the justice court by filing a written **notice of appeal** with the justice court within 21 days after the date the judge signs the judgment and, on or after January 1, 2022, paying the standard filing fee which will then be \$54 in most counties. The case will then be sent to a county court (in some counties it may go to a district court) and that court will hear the case from the start as if it were a brand new case. If you are the one who is appealing you will have to pay a filing fee for the appeal in both the justice court and in the county court (unless you have filed a Statement of Inability to Afford Payment of Court Costs). Once a notice of appeal is filed, the justice court's order to repair or remedy a condition or to reduce your rent is put on hold until the case is heard by the county court.

## **Resources**

Texas Lawyer Referral Service - (800) 252-9690

To check military status - <https://scra.dmdc.osd.mil/>

Texas Justice Court Training Center information for self-represented litigants, including forms - [www.tjctc.org/SRL](http://www.tjctc.org/SRL)

Texas Justice Court Training Center Evictions Deskbook at pages 120 - 129 - [www.tjctc.org/tjctc-resources/Deskbooks.html](http://www.tjctc.org/tjctc-resources/Deskbooks.html)

Office of Court Administration Self-Represented Litigant Site: [www.txcourts.gov/programs-services/self-help/self-represented-litigants/](http://www.txcourts.gov/programs-services/self-help/self-represented-litigants/)

State Bar of Texas Information, including Legal Information and Low or No-Cost Legal Assistance: [www.texasbar.com](http://www.texasbar.com), and then click on “For The Public.”

CAUSE NO. \_\_\_\_\_

|           |   |                      |
|-----------|---|----------------------|
| _____     | § | IN THE JUSTICE COURT |
| PLAINTIFF | § |                      |
|           | § |                      |
| v.        | § | PRECINCT NO. _____   |
|           | § |                      |
| _____     | § |                      |
| DEFENDANT | § | _____ COUNTY, TEXAS  |

**PETITION: REPAIR AND REMEDY CASE**

**COMPLAINT:** Plaintiff files this petition against the above-named Defendant pursuant to Rule 509 of the Texas Rules of Civil Procedure and Section 92.0563 of the Texas Property Code because there is a condition in Plaintiff's residential rental property that would materially affect the health or safety of an ordinary Plaintiff.

**Information Regarding Residential Rental Property:**

|                |                   |       |        |       |          |
|----------------|-------------------|-------|--------|-------|----------|
| _____          | _____             | _____ | _____  | _____ | _____    |
| Street Address | Unit No. (if any) | City  | County | State | Zip Code |

Defendant's Contact Information (to the extent known):

|                |                   |       |        |       |          |           |
|----------------|-------------------|-------|--------|-------|----------|-----------|
| _____          | _____             | _____ | _____  | _____ | _____    | _____     |
| Street Address | Unit No. (if any) | City  | County | State | Zip Code | Phone No. |

**SERVICE OF CITATION:** Plaintiff requests service of the citation on the Defendant, and if required, alternative service pursuant to Rule 509.4 of the Texas Rules of Civil Procedure. Plaintiff will check the box next to each statement that is true:  Plaintiff received in writing Defendant's name and business street address.  Plaintiff received in writing the name and business street address of Defendant's management company.  The name of Defendant's management company is \_\_\_\_\_. To Plaintiff's knowledge, this is the management company's contact information:

|                |                   |       |        |       |          |           |
|----------------|-------------------|-------|--------|-------|----------|-----------|
| _____          | _____             | _____ | _____  | _____ | _____    | _____     |
| Street Address | Unit No. (if any) | City  | County | State | Zip Code | Phone No. |

The name of Defendant's on-premises manager is \_\_\_\_\_. To Plaintiff's knowledge, this is the on-premises manager's contact information:

|                |                   |       |        |       |          |           |
|----------------|-------------------|-------|--------|-------|----------|-----------|
| _____          | _____             | _____ | _____  | _____ | _____    | _____     |
| Street Address | Unit No. (if any) | City  | County | State | Zip Code | Phone No. |

The name of Defendant's rent collector serving the residential rental property is\_\_\_\_\_. To Plaintiff's knowledge, this is the rent collector's contact information:

|                |                   |       |        |       |          |           |
|----------------|-------------------|-------|--------|-------|----------|-----------|
| _____          | _____             | _____ | _____  | _____ | _____    | _____     |
| Street Address | Unit No. (if any) | City  | County | State | Zip Code | Phone No. |

**PROPERTY CONDITION:** The property condition materially affecting the physical health or safety of an ordinary Plaintiff that Plaintiff seeks to have repaired or remedied is:

\_\_\_\_\_

\_\_\_\_\_

**LEASE AND NOTICE:** Plaintiff will check the box next to each statement that is true:

The lease is oral.  The lease is in writing.  The lease requires the notice to repair and remedy a condition to be in writing.  Plaintiff gave written notice to repair or remedy the condition on \_\_\_\_\_ .  The written notice to repair or remedy the condition was sent by certified mail, return, receipt requested, or registered mail on \_\_\_\_\_ .  Plaintiff gave oral notice to repair or remedy the condition on \_\_\_\_\_ . Name of person(s) to whom notice was given: \_\_\_\_\_ . Place where notice was given: \_\_\_\_\_

**RENT:** At the time Plaintiff gave notice to repair or remedy the condition, Plaintiff's rent was:  current (no rent owed);  not current but Plaintiff offered to pay the rent and Defendant did not accept it; or  not current and Plaintiff did not offer to pay the rent owed.

Plaintiff's rent is due on the \_\_\_\_ day of the  month  week  \_\_\_\_\_ (specify any other rent-payment period). Plaintiff's rent is \$\_\_\_\_\_ per  month  week  \_\_\_\_\_ (specify any other rent-payment period). Plaintiff's rent:  is not subsidized by the government  is subsidized by the government as follows, if known: \$\_\_\_\_\_ paid by the government, and \$\_\_\_\_\_ paid by Plaintiff.

**RELIEF REQUESTED:** Plaintiff requests the following relief (check all that apply):  a court order to repair or remedy the condition;  a court order reducing Plaintiff's rent in the amount of \$ \_\_\_\_\_ to begin on \_\_\_\_\_;  actual damages in the amount of \$ \_\_\_\_\_;  a civil penalty of one month's rent plus \$500;  attorney's fees; and  court costs. Plaintiff states that the total relief requested does not exceed \$10,000, excluding interest and court costs but including attorney's fees.

I hereby request a jury trial. The fee is \$22 and must be paid at least 14 days before trial.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff's Printed Name

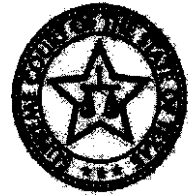
\_\_\_\_\_  
Signature of Plaintiff  
or Plaintiff's Attorney

\_\_\_\_\_  
Address of Plaintiff  
or Plaintiff's Attorney

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone & Fax No. of Plaintiff  
Or Plaintiff's Attorney

**NOTICE: THIS DOCUMENT CONTAINS SENSITIVE DATA**  
**AVISO: ESTE DOCUMENTO CONTIENE INFORMACIÓN**  
**CONFIDENCIAL**



**Statement of Inability to Afford Payment  
of Court Costs or an Appeal Bond**  
**Declaración sobre Incapacidad de Pago de Costas  
de Tribunal o de una Fianza de Apelación**

**Cause Number**  
**Número de Caso**

\_\_\_\_\_

The Clerk's office will fill in the Cause Number when you file this form.

El Secretario del Tribunal anotará el Número de Caso cuando usted presente este formulario.

\_\_\_\_\_  
**v.**  
\_\_\_\_\_

Copy information listed at the top left of the petition here.

Copie aquí la información ubicada en la parte superior izquierda del escrito de la demanda.

Copy information listed at the top right of the petition here.

Copie aquí la información ubicada en la parte superior derecha del escrito de la demanda.

\_\_\_\_\_  
**Court Number**  
**Número del Tribunal**

\_\_\_\_\_, Texas  
**County**  
**Condado**

- District Court  
Tribunal de Distrito
- County Court  
Tribunal del Condado
- County Court at Law  
Tribunal Estatutario
- Justice Court  
Juzgado de Paz
- Probate Court  
Juzgado Sucesorio

## 1. Your Information / Su Información

- My full legal name is / Mi nombre legal completo es

\_\_\_\_\_

First Middle Last / Nombre de Pila Segundo Nombre Apellido

- My date of birth is / Mi fecha de nacimiento es

\_\_\_\_\_

Month Day Year / Mes Día Año

- My address is / Mi dirección es

Home / Domicilio \_\_\_\_\_

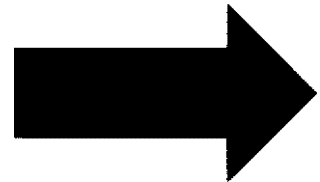
Mailing / Dirección Postal \_\_\_\_\_

- My phone number / Mi número telefónico \_\_\_\_\_

- My email I check often / Mi correo electrónico que reviso con frecuencia

\_\_\_\_\_

Go to next page



Pase a la siguiente página

**2. About My Dependents / Mis Dependientes**

“The people who depend on me financially are listed below.” **Use initials only for children under 18.** If needed, attach a separate piece of paper to list more dependents.

“Las personas a continuación dependen económicamente de mí.” **Use iniciales para los menores de 18 años** y, si es necesario, anexe una hoja por separado para enumerar a todos sus dependientes.

| Name<br>Nombre | Age<br>Edad | Relationship to me<br>Parentesco Conmigo |
|----------------|-------------|--|
|                |             |  |
|                |             |  |
|                |             |  |
|                |             |  |
|                |             |  |

**3. Are you represented by Legal Aid? ¿Está siendo representado por alguna entidad de asistencia legal?**

**Check only one box. Seleccione solo una casilla.**

I am being represented in this case for free by an attorney who works for a legal aid provider or who received my case through a legal aid provider. I have attached the certificate the legal aid provider gave me as “Exhibit: Legal Aid Certificate.”

Me está representando gratuitamente un abogado que trabaja para una entidad de asistencia legal o que recibió mi caso de una entidad de asistencia legal. El certificado que la entidad de asistencia legal me entregó lo adjunto bajo el título, “Anexo: Certificado de Asistencia Legal.”

or / o

I am not represented by legal aid.

No me está representando ninguna entidad de asistencia legal.



#### 4. Public Benefits / Beneficios de Asistencia Pública

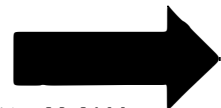
- Do you or any of your dependents receive public benefits?  
*¿Recibe usted o sus dependientes beneficios de asistencia pública?*

Yes / Sí  No / No

- If you answered yes, check all that apply and attach proof to this form, such as a copy of an eligibility form or check.

Si respondió con un Sí, marque todas las casillas que apliquen y adjunte a este formulario comprobantes, tales como una copia de la carta autorizando que reciba estos beneficios o una copia del cheque que recibe.

- |   |   |
|---|---|
| <input type="checkbox"/> Food stamps/SNAP<br>Cupones de comida/SNAP   | <input type="checkbox"/> TANF   |
| <input type="checkbox"/> Medicaid   | <input type="checkbox"/> CHIP   |
| <input type="checkbox"/> SSI/SSDI   | <input type="checkbox"/> WIC  |
| <input type="checkbox"/> Lifeline   | <input type="checkbox"/> Public Housing or Section 8 Housing<br>Asistencia de Vivienda / Programa de<br>Vivienda bajo Sección 8   |
| <input type="checkbox"/> Low-Income Home Energy<br>Assistance<br>Asistencia con Energía<br>Eléctrica  | <input type="checkbox"/> Community Care via HHS<br>Ayuda Comunitaria bajo HHS   |
| <input type="checkbox"/> LIS in Medicare ("Extra Help")<br>Subsidio Adicional de Medicare<br>bajo el Programa LIS                                       | <input type="checkbox"/> Needs-based VA Pension<br>Pensión para Veteranos de Guerra en<br>función a necesidades   |
| <input type="checkbox"/> Child Care Assistance under<br>Child Care and Development<br>Block Grant<br>Asistencia con Guardería bajo<br>el Programa CCDBG | <input type="checkbox"/> County Assistance, County Health<br>Care, or General Assistance (GA)<br>Asistencia del Condado, Asistencia<br>Médica del Condado, o Asistencia<br>General (GA) |
| <input type="checkbox"/> Other / Otros beneficios   | <input type="checkbox"/> Other / Otros beneficios   |
- \_\_\_\_\_



**5. What are your monthly income sources? ¿Cuáles son sus fuentes de ingresos mensuales?**

➤ My **take-home** pay is \$ \_\_\_\_\_ in monthly wages.

Mi **pago neto** es \$ \_\_\_\_\_ en sueldo mensual.

➤ I work as a \_\_\_\_\_ (your job title) for \_\_\_\_\_ (your employer).

Yo trabajo como \_\_\_\_\_ (título de su puesto) para \_\_\_\_\_ (compañía o jefe).

➤ \$ \_\_\_\_\_ is my total **monthly** income / son mis ingresos totales **al mes**.

These are my income sources. Estas son mis fuentes de ingresos.

➤ \$ \_\_\_\_\_ in unemployment / en beneficios de desempleo.

I have been unemployed since \_\_\_\_\_ (date).

He estado desempleado desde \_\_\_\_\_ (indique fecha).

➤ \$ \_\_\_\_\_ in public benefits / en beneficios de Asistencia Pública.

➤ \$ \_\_\_\_\_ from people in my household other than my spouse / de ingresos de otras personas en mi hogar que no son de mi cónyuge.

➤ \$ \_\_\_\_\_ from retirement or pension / de jubilación o pensión.

➤ \$ \_\_\_\_\_ from tips or bonus / de propinas o bonos.

➤ \$ \_\_\_\_\_ from disability / de discapacidad.

➤ \$ \_\_\_\_\_ from worker's comp / de compensación al trabajador.

➤ \$ \_\_\_\_\_ from social security / de seguro social.



- \$ \_\_\_\_\_ from military housing / de vivienda militar.
- \$ \_\_\_\_\_ from dividends, interest, or royalties / de dividendos, intereses, o regalías.
- \$ \_\_\_\_\_ from child or spousal support / de manutención de menores o manutención conyugal recibida.
- Answer only if your spouse is not your opponent. Responda tan sólo si su ccónyuge no es parte contraria en esta causa legal. \$ \_\_\_\_\_ from my spouse's income / de ingresos de mi cónyuge.
- \$ \_\_\_\_\_ from other jobs/sources of income / de otros trabajos/ fuentes de ingresos.

Describe / describa:

---

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Pase a la siguiente página

**6. What is the value of your assets or property? ¿Cuál es el valor de sus bienes o propiedades?**

| My property includes:<br>Mis bienes incluyen:  | Value / Valor<br>The value is the amount the item would sell for less the amount you still owe on it, if anything.<br><br>El valor de sus bienes es la cantidad por la que la propiedad o pertenencia se vendería, menos el monto que aún se adeuda, si lo hubiera. |
|--|---|
| ➤ Cash<br>Dinero en efectivo   | \$  |
| ➤ Bank accounts, other financial assets<br>Cuentas bancarias, otros bienes financieros   |   |
|  | \$  |
|  | \$  |
|  | \$  |
| ➤ Cars and boats (make and year)<br>Automóviles, lanchas (modelo y año)  |   |
|  | \$  |
|  | \$  |
|  | \$  |
| ➤ Other property like jewelry, stocks, land, a second house. (Do not list your homestead.)<br><br>Otros bienes como joyas, acciones, terrenos, una segunda casa. (No indique su hogar familiar.) |   |
|  | \$  |
|  | \$  |
|  | \$  |
| <b>Total Value of Property</b><br><b>Valor Total de Sus Bienes</b>   | <b>\$</b>   |



**7. What are your monthly expenses that are not deducted from your paycheck?  
¿Cuáles son sus gastos mensuales que no son descontados de su cheque de sueldo?**

| My monthly expenses are:<br>Mis gastos mensuales son:                                       | Amount<br>Cantidad |
|---|--------------------|
| ➤ Rent/house payments; maintenance<br>Alquiler/hipoteca; mantenimiento de casa              | \$                 |
| ➤ Food and household supplies<br>Alimentos y artículos para el hogar                        | \$                 |
| ➤ Utilities and telephone<br>Luz, gas, agua y teléfono                                      | \$                 |
| ➤ Clothing and laundry<br>Ropa y lavado de ropa   | \$                 |
| ➤ Medical and dental expenses<br>Gastos médicos y dentales                                  | \$                 |
| ➤ Insurance (life, health, auto, etc.)<br>Seguros (de vida, médico, de automóvil etc.)      | \$                 |
| ➤ School and childcare<br>Escuelas y guarderías   | \$                 |
| ➤ Transportation, auto repair, gas<br>Transportación, reparaciones de automóviles, gasolina | \$                 |
| ➤ Child/Spousal support<br>Manutención a Menores/Manutención Conyugal                       | \$                 |
| ➤ Debt payments to (list):<br>Pagos por deudas hechas a (indíquelos):                       |                    |
|   | \$                 |
|   | \$                 |
| ➤ Wages withheld by court order<br>Sueldo retenido por orden judicial                       | \$                 |
| ➤ Other expenses (list):<br>Otros gastos (indíquelos):                                      |                    |
|   | \$                 |
|   | \$                 |
| <b>Total Monthly Expenses<br/>Gastos Totales Mensuales</b>                                  | <b>\$</b>          |



**8. Are there debts or other facts explaining your financial situation?  
¿Hay deudas u otros factores que expliquen su situación económica?**

My debts include (list debt and amount owed):

Mis duedas incluyen (indique deuda y la cantidad que debe):

|  |    |
|--|----|
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |
|  | \$ |

If you want the court to consider other facts, such as unusual medical expenses, family emergencies, etc., attach another page to this form labeled "Exhibit: Additional Supporting Facts."

Si usted desea que el tribunal considere otros factores, tales como gastos médicos excepcionales, emergencias familiares, etc., adjunte al formulario otra hoja con esta información y bajo el título, "Anexo: Información Adicional de Apoyo."

**9. Ability to Pay Court Costs. Declaración sobre su Habilidad de Pagar Costas de Tribunal**

Check only one box. Seleccione tan solo una casilla.

- I cannot afford to pay court costs. No puedo pagar las costas de tribunal.
- I cannot furnish an appeal bond or pay a cash deposit to appeal a justice court decision, and I cannot afford to pay court costs.

No puedo aportar una fianza de apelación ni pagar un depósito en efectivo para apelar la decisión judicial de un magistrado, y no puedo pagar costas de tribunal.

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Pase a la siguiente página

**10. Declaration/Affidavit. Declaración Escrita Bajo Juramento.**

Fill out **only one** box. If you fill out the Declaration, you will not need to sign the form in front of a notary public. If you do not want to list your address for privacy or safety concerns, take the form and photo identification, and fill out the Affidavit box in front of a notary public.

Llene tan **solo una** opción. Si usted llena la Declaración, no necesitará firmar el formulario ante un notario. Si usted no quiere que aparezca su domicilio en el documento para conservar su privacidad o por motivos de su seguridad, lleve el formulario y una identificación con fotografía y llene la sección de la Declaración Escrita Bajo Juramento ante un Notario.

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Pase a la siguiente página

## Option 1 / Opción 1

**Declaration:** I declare under penalty of perjury that the foregoing is true and correct.

**Declaración:** Yo declaro bajo pena de perjurio que la información a continuación es correcta y verdadera.

➤ My name is / Mi nombre es

---

➤ My date of birth is / Mi fecha de nacimiento es

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

➤ My address is / Mi domicilio es

---

Street, city, zip, country

Calle y número, ciudad, estado, código postal, país

➤

\_\_\_\_\_  
Signature  
Firma

➤

10/20/2022

\_\_\_\_\_  
Date (month, day, year)  
Fecha (mes, día, año)

➤

\_\_\_\_\_  
County, state  
Condado, estado

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# Pase a la siguiente página

## Option 2 / Opción 2

**Affidavit:** I swear under penalty of perjury that the foregoing is true and correct.

**Declaración Escrita Bajo Juramento:** Yo juro bajo pena de perjurio, que lo que precede es correcto y verdadero.

**You fill out this section.**

**Usted llena esta sección.**

➤ \_\_\_\_\_  
Your printed name  
Su nombre en letra de molde

➤ \_\_\_\_\_  
Your signature  
Su firma

**The notary fills out this section.**

**El Notario llena esta sección.**

➤ \_\_\_\_\_  
Subscribed before me this day of  
Juramentado y suscrito ante mí el día de hoy del mes de

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY  
NOTARIO

