

Cause Number:

Name of Plaintiff/Landlord _____

v. _____

Name of Defendant/Tenant _____

In the (Check one)
 Justice Court
 County Court / _____
 Court at Law (Court Number)

County _____
 (County)

Defendant/Tenant's Answer

① My name is: _____
Print full name of Defendant/Tenant

I am the Defendant/Tenant in this case. I generally deny the Plaintiff/Landlord's allegations, which does not stop me from raising any defenses at trial. Texas Rule of Civil Procedure 502.5(b).

I request notice of all court dates in this case.

② My mailing address is: _____
Address City State Zip

③ My phone number is: (_____) _____ - _____.

④ Email address consent:

By checking this box, I consent to receive court documents and notifications at the following e-mail address that I check regularly (**You should only consent and give your e-mail if you check it daily**): _____.

⑤ The reasons I should not be evicted are as follows: *(Check all that apply. Not required.)*

- The landlord did not give me a Notice of Proposed Eviction before giving me a Notice to Vacate as per City of Austin Ordinance #20221027-023.
- The landlord did not give me a full 7 days to fix any lease violations covered by City of Austin Ordinance #20221027-023, before giving me a Notice to Vacate and/or did not give me a notice of my rights as a tenant, and eviction-related legal resources that are available as described in Subsection (F) of the ordinance.
- I believe that the CARES Act applies to the property that I live in. A landlord of a property covered by the CARES Act must give a 30-day notice to vacate before filing an eviction case. The landlord failed to give me a 30-day notice to vacate.
- The landlord did not give me a notice to vacate, and/or did not give me a proper notice to vacate, and/or did not properly give me a notice to vacate before filing this eviction case.
- I paid the rent the landlord says I owe.

- I tried to pay the rent the landlord says I owe but the landlord refused to accept it.
- I live in a mobile home or trailer I own and the landlord of the lot I rent did not give me ten (10) days written notice to pay the rent before filing this eviction case.
- I signed a new lease with the landlord after the date the landlord says I violated my lease.
- The landlord is retaliating against me because I asked for repairs or used other rights I have under the lease or law.
- The reason the landlord filed this eviction case is for something that happened more than two years ago.
- I have a disability, and the landlord refuses to accommodate that disability.
- The landlord is discriminating against me based in part on race, color, national origin, religion, sex, disability, familial status.
- The person or entity that filed this eviction case is not the owner or representative of the owner of the property in this case.
- I am a part or full owner in the property in this case.
- The landlord is renting me a mobile home or trailer, but not the lot or land that it sits on. I own the lot myself, or I am renting the lot from another person.

(Include any other explanations below. Not required.)

⑥ I ask the Court to:

Grant judgment in my favor;
 Assess all costs against Plaintiff/Landlord; and
 Grant me any other relief to which I am entitled.



Your Signature

Certificate of Service

I certify that a copy of this document was given to the Plaintiff/Landlord on this date by *(Check one)*:

- First Class Mail
- Fax, to fax # (_____) _____ - _____
- E-mail *(if Plaintiff/Landlord has agreed, in writing, to receive documents by e-mail)*, to e-mail address: _____.
- Hand delivery



Your Signature

Date