

Table of Contents – Click title to jump to page

## **Civil Procedure**

[Default Judgment Flowcharts](#)

[Pre-Judgment Civil Procedure Flowchart](#)

[Post-Judgment Civil Procedure Flowchart](#)

[Post-Judgment Interest Flowchart](#)

[Exempt Property Benchcard](#)

## **Evictions**

[Eviction Appeal and Contest Flowcharts](#)

[Eviction Post-Judgment Flowchart](#)

[Eviction Through Judgment Flowchart](#)

[Official Holidays - State and Federal 2026](#)

[Pre-Suit Notice Chart](#)

[Repair and Remedy Flowchart](#)

[Repair Rights Residential vs. Manufactured Home Tenancies Chart](#)

[Writ of Re-Entry Flowchart](#)

[Writ of Restoration Flowchart](#)

[Writ of Retrieval Flowchart](#)

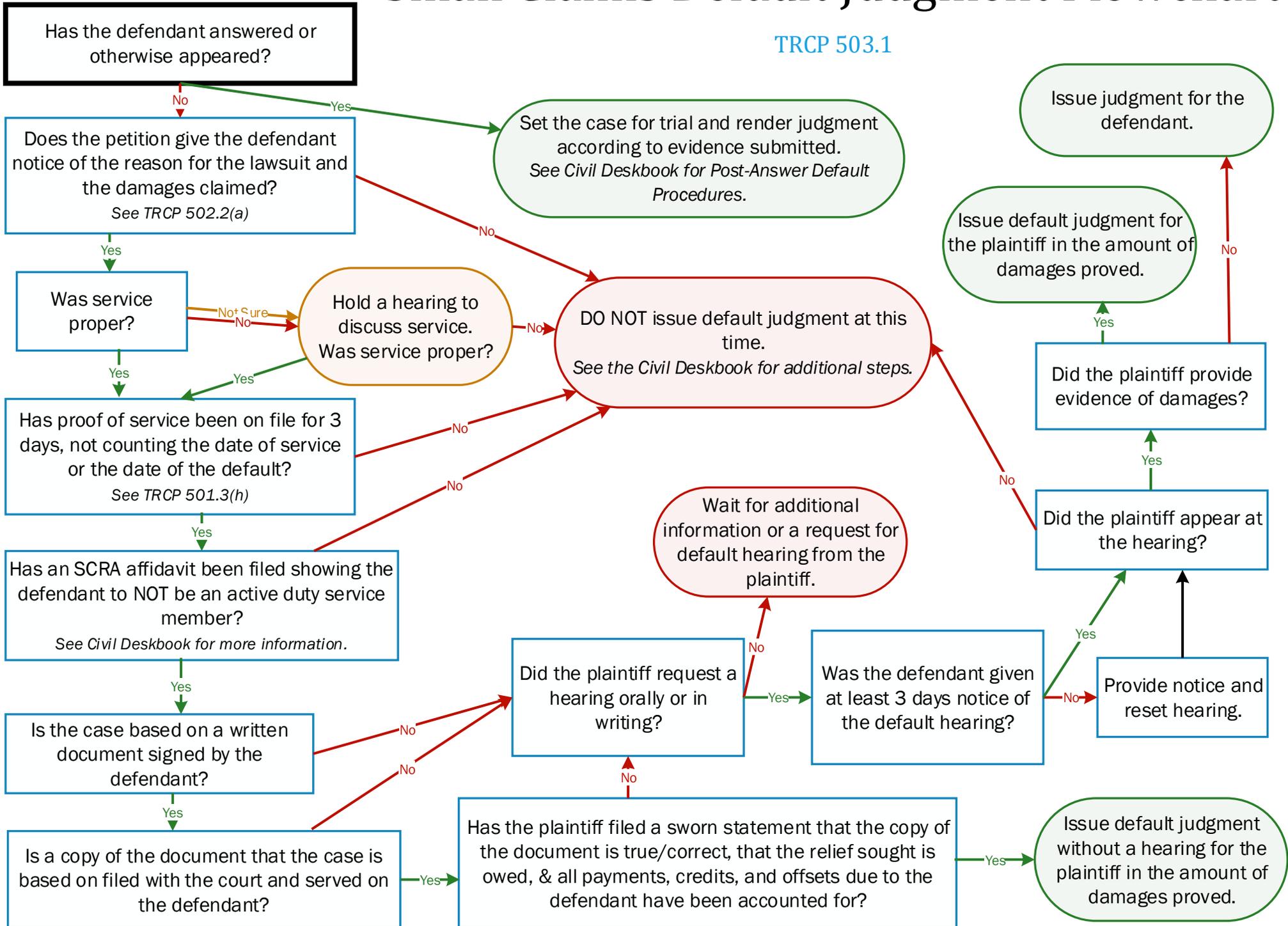
## **Fines, Fees, and Costs**

[Civil Court Costs Chart, Cheat Sheet, and FAQ](#)

Start Here

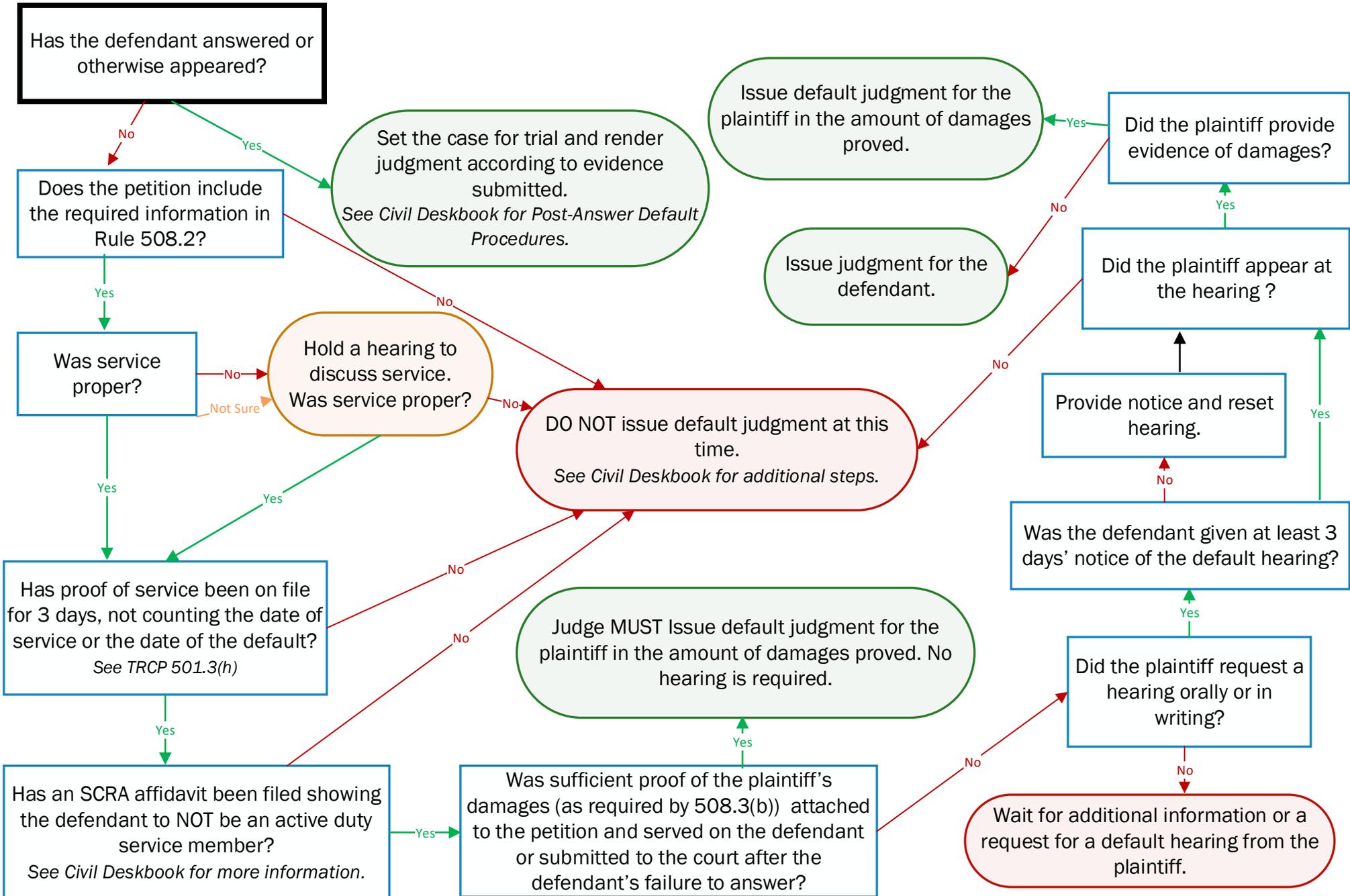
# Small Claims Default Judgment Flowchart

TRCP 503.1

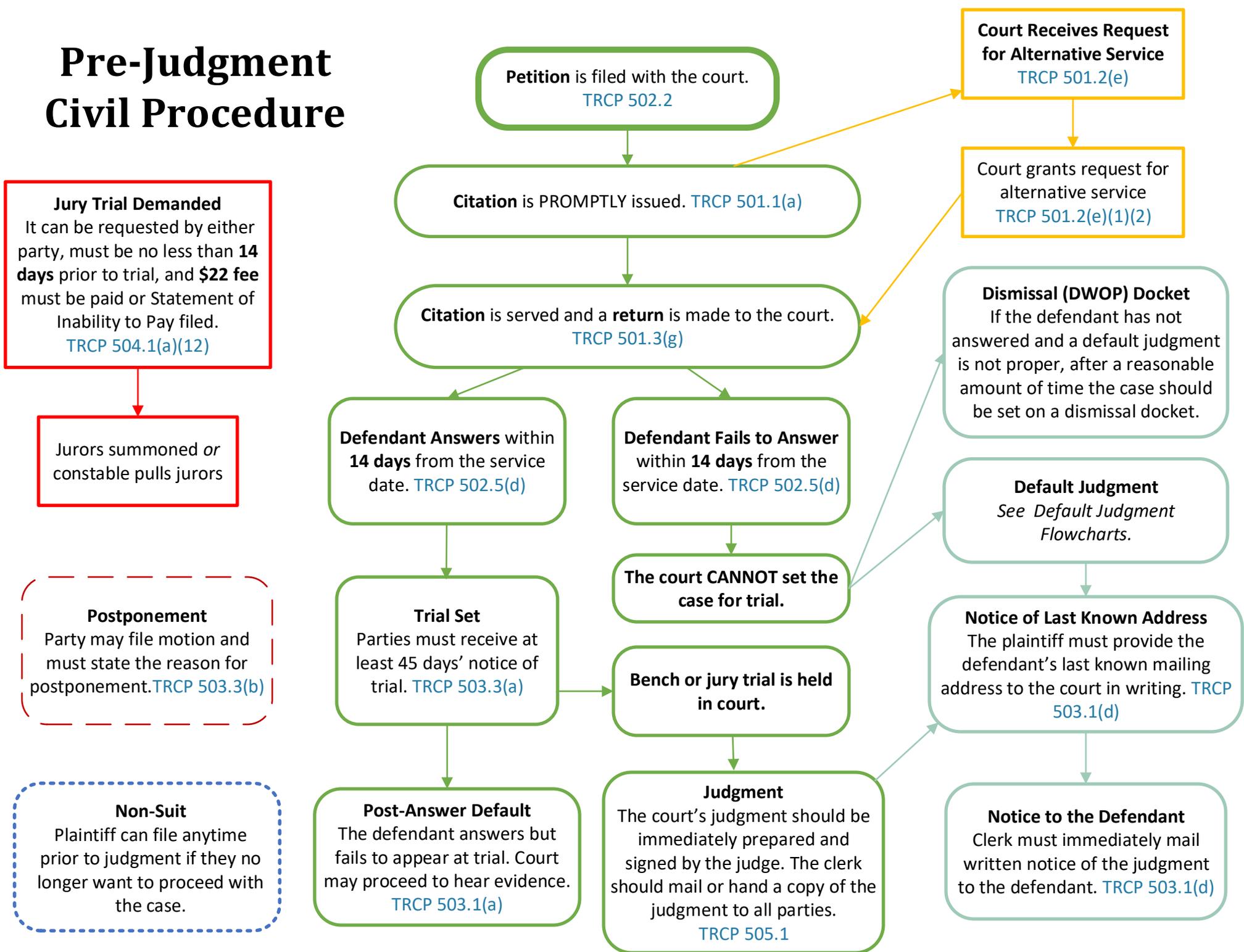


# Debt Claim Default Judgment Flowchart

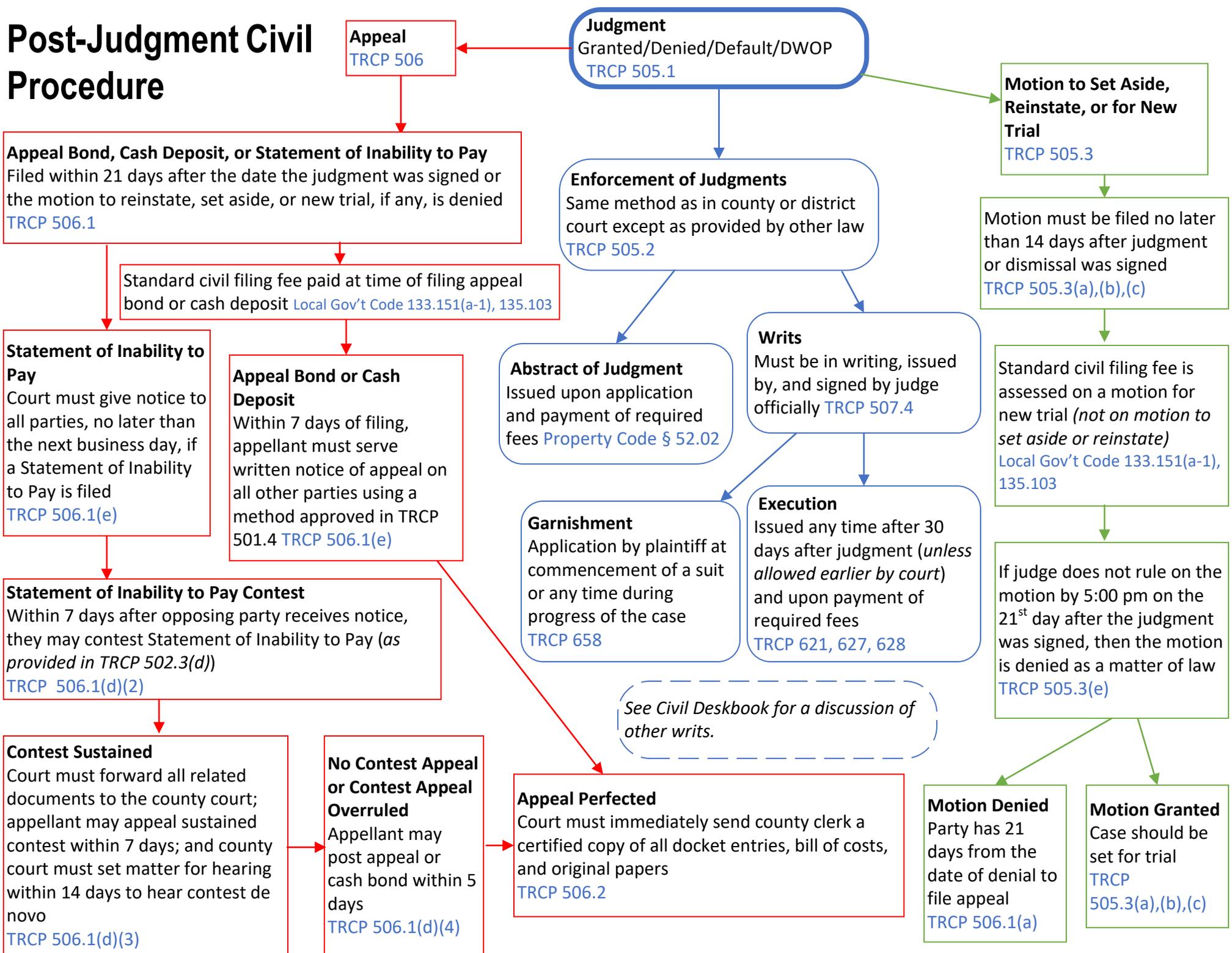
Start Here



# Pre-Judgment Civil Procedure



# Post-Judgment Civil Procedure



**Appeal**  
TRCP 506

**Judgment**  
Granted/Denied/Default/DWOP  
TRCP 505.1

**Motion to Set Aside,  
Reinstate, or for New  
Trial**  
TRCP 505.3

**Appeal Bond, Cash Deposit, or Statement of Inability to Pay**  
Filed within 21 days after the date the judgment was signed or  
the motion to reinstate, set aside, or new trial, if any, is denied  
TRCP 506.1

**Enforcement of Judgments**  
Same method as in county or district  
court except as provided by other law  
TRCP 505.2

Motion must be filed no later than  
14 days after judgment  
or dismissal was signed  
TRCP 505.3(a),(b),(c)

Standard civil filing fee paid at time of filing appeal  
bond or cash deposit Local Gov't Code 133.151(a-1), 135.103

**Statement of Inability to  
Pay**  
Court must give notice to  
all parties, no later than  
the next business day, if  
a Statement of Inability  
to Pay is filed  
TRCP 506.1(e)

**Appeal Bond or Cash  
Deposit**  
Within 7 days of filing,  
appellant must serve  
written notice of appeal on  
all other parties using a  
method approved in TRCP  
501.4 TRCP 506.1(e)

**Abstract of Judgment**  
Issued upon application  
and payment of required  
fees Property Code § 52.02

**Writs**  
Must be in writing, issued  
by, and signed by judge  
officially TRCP 507.4

Standard civil filing fee is  
assessed on a motion for  
new trial (not on motion to  
set aside or reinstate)  
Local Gov't Code 133.151(a-1),  
135.103

**Statement of Inability to Pay Contest**  
Within 7 days after opposing party receives notice,  
they may contest Statement of Inability to Pay (as  
provided in TRCP 502.3(d))  
TRCP 506.1(d)(2)

**Garnishment**  
Application by plaintiff at  
commencement of a suit  
or any time during  
progress of the case  
TRCP 658

**Execution**  
Issued any time after 30  
days after judgment (unless  
allowed earlier by court)  
and upon payment of  
required fees  
TRCP 621, 627, 628

If judge does not rule on the  
motion by 5:00 pm on the  
21st day after the judgment  
was signed, then the motion  
is denied as a matter of law  
TRCP 505.3(e)

See Civil Deskbook for a discussion of  
other writs.

**Contest Sustained**  
Court must forward all related  
documents to the county court;  
appellant may appeal sustained  
contest within 7 days; and county  
court must set matter for hearing  
within 14 days to hear contest de  
novo  
TRCP 506.1(d)(3)

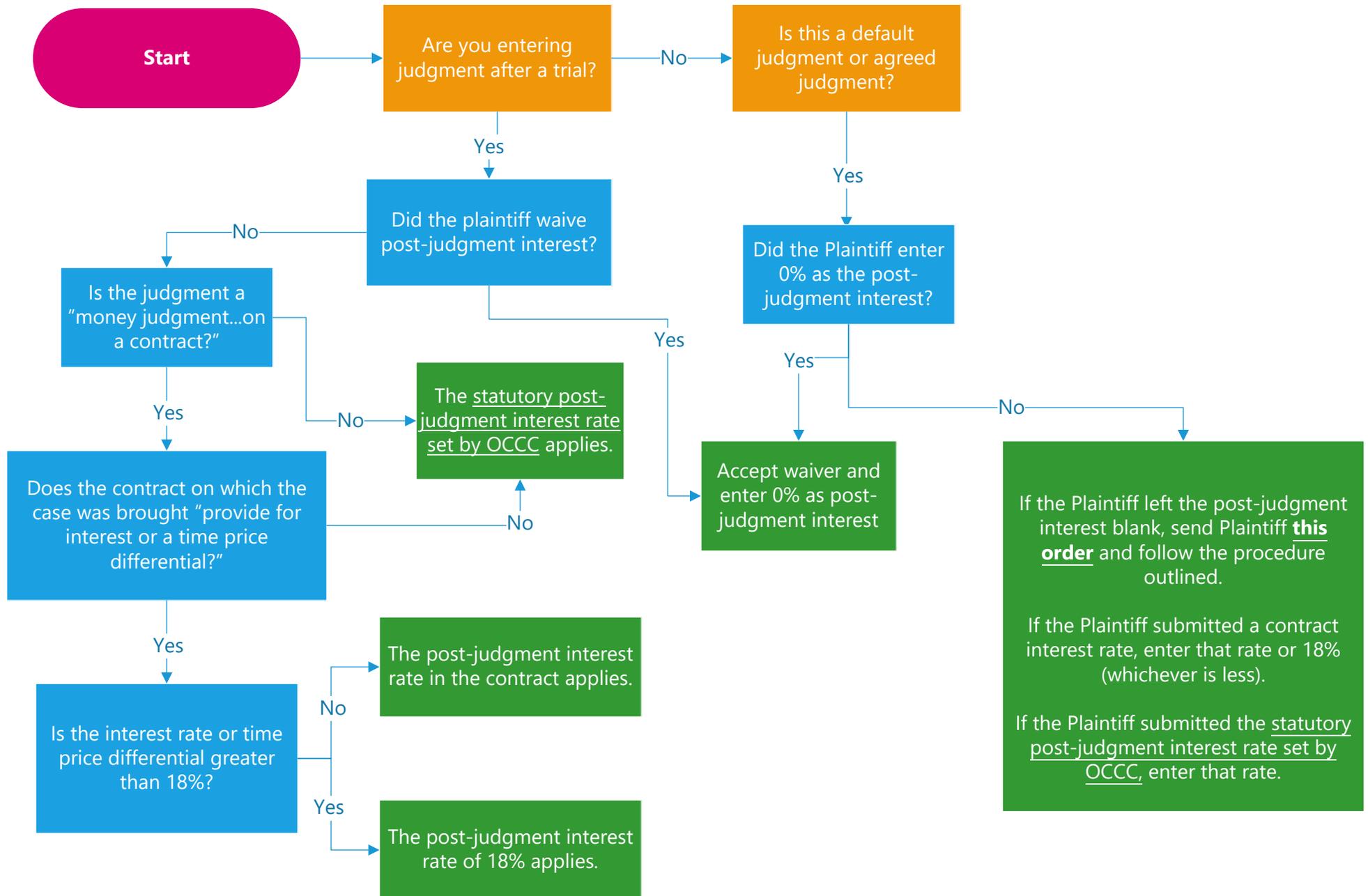
**No Contest Appeal  
or Contest Appeal  
Overruled**  
Appellant may  
post appeal or  
cash bond within 5  
days  
TRCP 506.1(d)(4)

**Appeal Perfected**  
Court must immediately send county clerk a  
certified copy of all docket entries, bill of costs,  
and original papers  
TRCP 506.2

**Motion Denied**  
Party has 21  
days from the  
date of denial to  
file appeal  
TRCP 506.1(a)

**Motion Granted**  
Case should be  
set for trial  
TRCP  
505.3(a),(b),(c)

# Post-Judgment Interest Flowchart



# Exempt Property Benchcard

## What is Exempt Property?

Texas property law exempts certain categories of property from seizure to satisfy a debt. This means that if a judgment is entered against a person, it can only be satisfied by specific categories of properties that are not exempt by the law called, *non-exempt property*. Chapter 41 and 42 of the Texas Property Code govern most property exemptions.

| Real Property   |              |           |                              |
|-----------------|--------------|-----------|------------------------------|
| Type            | Amount       |           | Statute                      |
| Rural Homestead | Family       | 200 acres | Property Code 41.001, 41.002 |
|                 | Single Adult | 100 acres |                              |
| Urban Homestead | 10 acres     |           |                              |
| Burial Plots    | One or more  |           | Property Code 41.001         |

| Personal Property – No Aggregate Limits   |                               |
|---|-------------------------------|
| Type  | Statute                       |
| Current Wages for Personal Services<br><i>*except for the enforcement of court-ordered child support payments, spousal maintenance, defaulted federal student loans, and federal income taxes</i> | Property Code 42.001          |
| Professionally Prescribed Health Aids<br><i>*of debtor or debtor’s dependent</i>  |                               |
| Alimony, Spousal Support, or Spousal Maintenance  |                               |
| Child Support   |                               |
| Bible or Other Book Containing Sacred Writings of a Religion  |                               |
| Savings and Retirement Accounts   | Property Code 42.001, 42.0021 |
| College Savings Plans   | Property Code 42.0022         |

| <b>Personal Property – With Aggregate Limits</b>  |                               |           |
|---|-------------------------------|-----------|
| <b>Type</b>   | <b>Aggregate Value Limits</b> |           |
|   | Family                        | \$100,000 |
|   | Single Adult                  | \$50,000  |
| Unpaid Commissions for Personal Services  | <i>*Not to exceed 25%</i>     |           |
| Home Furnishings (including family heirlooms)   |                               |           |
| Food  |                               |           |
| Farming or Ranching Vehicles and Implements   |                               |           |
| Tools, Equipment, Books, and Apparatus (including boats and motor vehicles used in trade or profession)   |                               |           |
| Clothes   |                               |           |
| Jewelry   | <i>*Not to exceed 25%</i>     |           |
| Two Firearms  |                               |           |
| Athletic and Sporting Equipment (including bicycles)  |                               |           |
| Motor Vehicles (two-wheeled, three-wheeled, or four-wheeled) for each member of the family or single adult who holds a driver’s license or who relies on another to operate the vehicle for the benefit of the non-licensed person) |                               |           |
| Two Horses, Mules, or Donkeys and a Saddle, Blanket, Bridle, and Food for each  |                               |           |
| 12 Head of Cattle   |                               |           |
| 60 Head of Other Types of Livestock   |                               |           |
| 120 Fowl  |                               |           |
| Household Pets  |                               |           |

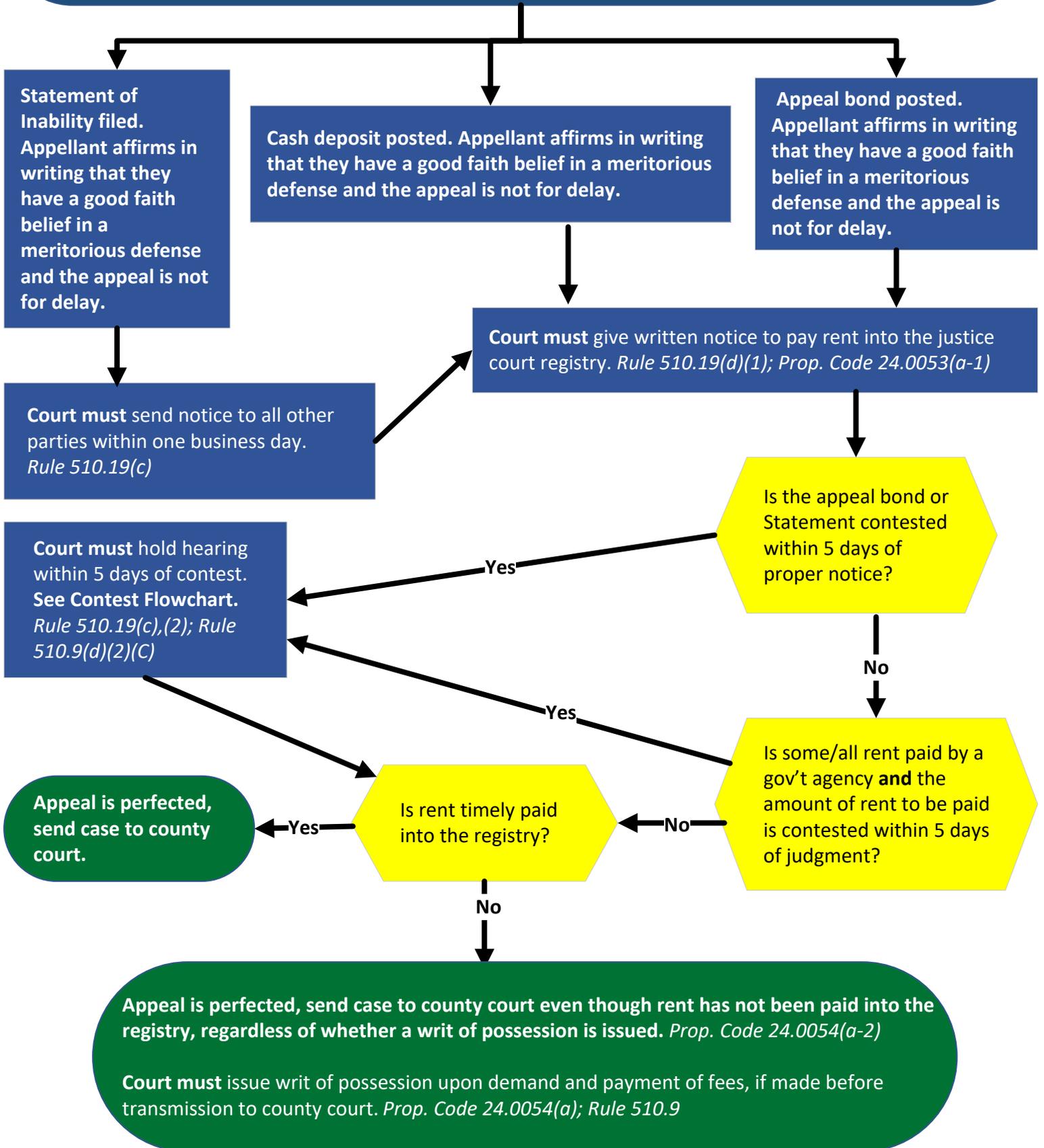
### ***What are Aggregate Limits?***

These are limits of **total** exempt personal property for an individual or family. The values of different types of personal property listed on this chart added together must not exceed the aggregate limits set for a family or individual. There are some additional limitations for some categories of property listed in the above chart.

Example: A person claims home furnishings, tools, and jewelry that together are valued at approximately \$50,000 as exempt property. Note – the value of the jewelry can only make up 25% or less of the \$50,000 (or \$12,500 or less).

# Eviction Appeal Procedure Flowchart

Judge determines amount of appeal bond or cash deposit as provided in Rules 510.18 (appeal bond and rent amounts **must be included in judgment** in a residential eviction). Appeal **must** be filed by 5<sup>th</sup> day after judgment (see Rule 510.4) and a filing fee must be paid to the justice court unless it is waived due to the filing of a Statement of Inability. *Rules 510.19; Prop. Code 24.00511(a)*



# Eviction Appeal Contest Procedure Flowchart

Hearing must be held within 5 days of contest.  
*Prop. Code 24.00512(c); 24.0052(d); 24.0053(c)*

Party contests the amount of rent paid by the tenant into the registry, and rent is paid in whole or in part by a governmental agency.

Court determines the amount to be paid by the tenant in accordance with the rental agreement terms and applicable laws and regulations. Any further requests for reconsideration will be made in county court. *Rule 510.19(d)(2)(C); Prop. Code 24.0053(c),(d)*

If appeal bond is **approved**, appeal is **perfected**, send case to county court.

If appeal bond **disapproved**, party may post cash deposit or Statement of Inability or appeal the disapproval to county court within **5 days**. *Prop. Code 24.00512(e)*

If **nothing timely filed**, appeal is **not perfected**, writ should be issued by the justice court upon demand and payment of fees. *Prop. Code 24.00512(e)*

If county court **disapproves bond**, party has 5 days to file cash deposit or Statement. Go to box at top of Appeal flowchart if filed. If not, justice court must issue writ upon demand and payment. *Prop. Code 24.00512(g)*

Party contests an appeal bond.

Has TDI approved the surety to do business in Texas?

**No**  
 Court determines if amount and form of bond are sufficient and if surety has sufficient non-exempt assets *Prop. Code 24.00512*

**Must dismiss the contest.**  
*Prop. Code 24.00512(a); Rule 510.7(d), 510.19*

If Statement is **approved**, appeal is **perfected**, send case to county court.

If Statement **disapproved**, party may appeal the disapproval to county court within 5 days or post cash deposit or appeal bond by the next day after the five day period expires. *Rule 510.19, 510.19(c)(3)*

If disapproval **appealed**, send up bond/Statement and related documents. *Rule 510.19; Prop. Code 24.00512(f)*

If county Court **approves bond or Statement**, send entire case up.

Party contests a Statement of Inability.

Is a legal aid provider certificate filed with the Statement?

**No**  
 Court determines if appellant can afford appeal bond or cash deposit. If no, must enter a written order detailing reasons. *Rule 510.7(d), 510.19*

If cash deposit **timely filed**, appeal is **perfected**, send case to county court. *Prop. Code 24.00512(e)*

If county court **disapproves Statement**, party has 1 business day to file cash deposit or appeal bond. Go to box at top of Appeal Flowchart if filed. If not, justice court must issue writ upon demand and payment. *Rule 510.19(c)*

If Statement or appeal bond **timely filed**, go to applicable box at top of Appeal Flowchart.

# Eviction Post-Judgment Procedure Flowchart

(Use Appeal Flowchart if Appeal Filed)



# Eviction Procedure Through Judgment Flowchart

Sworn petition filed with the court, with filing fee or Statement of Inability. May join claim for back rent if within court's jurisdictional limit. No counterclaims may be filed. *TRCP 510.6*

Citation immediately issued, containing the date for trial, which must be **no less than 10 days and no more than 21 days from the date the petition was filed.** *TRCP 510.8*

Request for alternative service made. *TRCP 510.8(e)*

Citation served either by personal service or delivery to person at least 16 years old at the defendant's residence. *TRCP 510.8(d)*

Must be a jury trial if party requests in writing at least 3 days before trial or 3 days after service (whichever is later) and pays \$22 jury fee or files Statement of Inability. *TRCP 510.15(c)*

If at least two attempts of service have been made at all addresses in the county, court grants alternative service, at least 4 days prior to trial a copy must be delivered to premises by placing through a door mail chute or slipping it under the front door (if impossible, may be securely affixed to front door or main entry) and mailing a copy to the premises by first class mail. *TRCP 510.8(e)*

Return of service filed at least the day before trial. Trial held no less than 4 days after service. If plaintiff doesn't appear, may postpone or dismiss. *TRCP 510.8(f), 510.15(b)*

Postponements may be granted for good cause, but a postponement **may not** be for more than 7 days unless all parties agree in writing. The court must not postpone the trial date beyond 21 days after service of citation without the parties' agreement. *TRCP 510.13*

Court **must** take sworn petition as true and render default if petition contains all elements. Judgment must include appeal bond amount and monthly rent amounts for residential eviction. *TRCP 510.16*

Does defendant file an answer or appear at trial?

No

Yes

If any elements are missing, plaintiff can offer testimony and evidence at the hearing in order to prove their case. Cannot add information that would serve as an unfair surprise. Judgment for defendant if plaintiff can't prove case.

Court hears all evidence and renders the appropriate judgment, including appeal bond amount and, if tenant loses, monthly rent amounts to be paid into registry if case is residential eviction.

Plaintiff must provide defendant's last known address and SCRA affidavit.

Court **must immediately** mail notice of default judgment to defendant's address provided by the plaintiff and if different than the premises, also to the premises. *TRCP 510.16(c)*

# Official Holidays

## Texas & Federal

# 2026

 Official State or Federal Holiday

 Optional Holiday

 Partial Staffing Holiday

*\*Note, this chart does not include county holidays that may be considered for calculating due dates.*

*Courts must determine if optional or partial staffing holidays will apply for the purposes of calculating due dates.*

### JANUARY

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### FEBRUARY

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

### MARCH

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

### APRIL

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 |    |    |

### MAY

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 31 |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### JUNE

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 |    |    |    |    |

### JULY

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

### AUGUST

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 30 | 31 |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

### SEPTEMBER

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 |    |    |    |

### OCTOBER

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### NOVEMBER

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

### DECEMBER

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

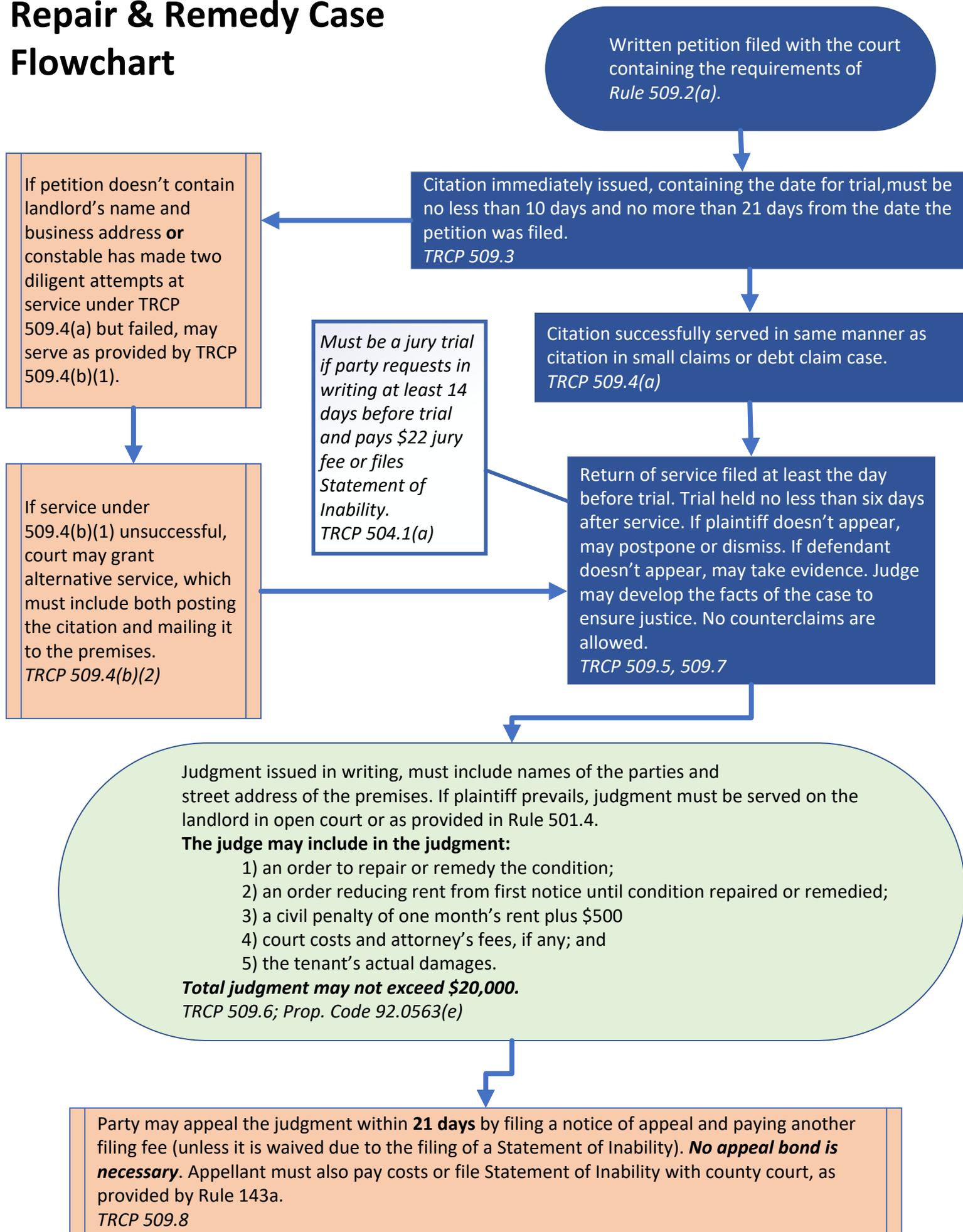


## Eviction Pre-Suit Notice Chart

In Texas eviction cases, a landlord will be required to provide either a pre-suit “Notice to Vacate” or “Notice to Pay or Vacate” depending on the circumstances. This chart includes the statutory time periods for either type of notice. *To learn more about the differences in Notices to Vacate or Notices to Pay or Vacate, please review the Evictions Deskbook, Chapter 4.*

| Type of Tenancy   | Time Period  |
|---|--|
| Tenancy for a Fixed Term  | <b>3 days’</b> written notice <b>unless</b> lease provides otherwise<br>Prop Code 24.005(a)  |
| Tenancy at Will <i>without Rental Payment</i> (no fixed term, such as boyfriend/girlfriend or parent/adult child) | <b>3 days’</b> written notice<br>Prop Code 24.005(b)   |
| Tenancy at Will <i>with Fixed Rental Payments</i> (such as month-to-month agreements)                             | <b>3 days’</b> written notice <b>unless</b> lease specifies otherwise. If no breach of lease, <b>must</b> first give termination notice of at least one rental period <b>unless</b> lease specifies otherwise<br>Prop Code 24.005(b); 91.001   |
| Tenancy by Sufferance (such as an owner who was foreclosed upon)  | <b>3 days’</b> written notice<br>Prop Code 24.005(b)   |
| Residential Tenant of an Owner Who Was Foreclosed Upon  | <i>If requirements of bona fide tenant met</i> (see Evictions Deskbook Chapter 3 for details), tenant can finish lease <b>unless</b> purchaser will live in property as primary residence, in which case <b>90 days’</b> written notice<br>Permanently Protecting Tenants at Foreclosure Act of 2018, 12 U.S.C. 5201 |
| Squatter (person who entered without legal authority or by force)   | <b>Immediate notice, which can be written or oral</b><br>Prop Code 24.005(d)   |
| Tenant of a Squatter  | <b>3 days’</b> written notice<br>Prop Code 24.005(c)   |
| CARES Act Covered Dwelling in Nonpayment Eviction   | <b>30 days’</b> written notice<br>Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Pub. L. No. 116-136, 134 Stat. 281 (2020).   |

# Repair & Remedy Case Flowchart



Repair Rights and Remedies: Differences Between Manufactured Home Tenancies  
(Ch. 94) and Other Residential Tenancies (Ch. 92)

| Right, Duty, or Remedy Provision  | Applicable Law  |
|---|---|
| A <i>manufactured home community</i> landlord has additional maintenance obligations related to the manufactured home community.  | Prop. Code § 94.152   |
| A written lease may require the tenant’s initial notice of a condition to be repaired to be in writing in a <i>residential tenancy</i> only.  | Prop. Code § 92.052(d)<br>Prop. Code § 94.153                   |
| Landlord has no obligation to repair a condition in or on the tenant’s own <i>manufactured home</i> .   | Prop. Code § 94.153(a)  |
| Landlord has no obligation under a <i>manufactured home tenancy</i> to provide water of at least 120 degrees.   | Prop. Code § 92.052(a)<br>Prop. Code § 94.153(b)                |
| Option to close premises for demolition or non-residential purpose only applies to <i>residential tenancies</i> .   | Prop. Code § 92.055   |
| The subsequent written notice of a condition must be delivered by certified mail, return receipt requested, or registered mail in a <i>manufactured home tenancy</i> , but may also be delivered by any other trackable mail or delivery service in a <i>residential tenancy</i> .  | Prop. Code § 92.056(b)(3)<br>Prop. Code § 94.156(b)(3)          |
| Only <i>residential leases</i> must contain language that informs the tenant of the remedies.   | Prop. Code § 92.056(g)  |
| A landlord’s affidavit of delay may be delivered by personal delivery or certified mail with return receipt. Additionally, if authorized in a written lease, in a <i>residential tenancy</i> the landlord may leave it in a conspicuous place in the dwelling; or in a <i>manufactured home tenancy</i> , may leave the notice securely fixed on the outside of the main entry door of the manufactured home. | Prop. Code § 92.0562(e)(3)<br>Prop. Code § 94.158(e)(3)         |
| <p><i>Ch. 92</i> cases are filed as Repair and Remedy Cases under Rule 509, are limited to \$20,000 in damages, and judge may order repairs to be made.</p> <p><i>Ch. 94</i> cases are filed as small claims cases, cap is \$20,000, and judge may not order repairs.</p>   | Prop. Code § 92.0563<br>Prop. Code § 94.159<br>Rule 509.1, TRCP |

# Writ of Re-Entry Flowchart

Applicant files sworn written application in precinct where property is located, pays the civil filing fee or files Statement of Inability (or judge defers payment of costs), and orally states the facts of the case under oath to the judge.  
*Prop Code 92.009(b)*

If judge finds that an unlawful lockout has occurred, ex parte writ of re-entry for immediate and temporary possession shall be issued.  
*Prop Code 92.009(c)*

Writ must be served on landlord/mgmt co. in same manner as writ of possession. Unless the judge has deferred costs or Statement of Inability was filed, service fee must be paid (same as service of writ of possession).  
*Prop Code 92.009(d)*

Hearing must be held at least 1 and no more than 7 days after request.  
*Prop Code 92.009(e)*

Does landlord request a hearing before the 8<sup>th</sup> day after service?

Yes

No

A judgment for court costs may be entered against the landlord.  
*Prop Code 92.009(f)*

Writ remains in place. Ruling may be appealed in same manner as eviction appeal.  
*Prop Code 92.009(g)*

Was the writ properly issued?

Yes

No

**Court dissolves the writ.** Ruling may be appealed in same manner as eviction appeal.  
*Prop Code 92.009(g)*

Has the landlord complied with the writ?

Yes

Close case.

No

Has a writ of possession issued or was there an appeal under Sec. 92.009(g)?

No

Court issues a show cause notice upon filing of an affidavit. Service fee in amount of citation service fee assessed unless deferred or Statement of Inability filed.  
*Prop Code 92.009(i)*

Did landlord disobey writ?

No

Yes

Landlord may be committed to jail without bail until the order is obeyed.  
*Prop Code 92.009(i)*

Is landlord still disobeying writ?

Yes

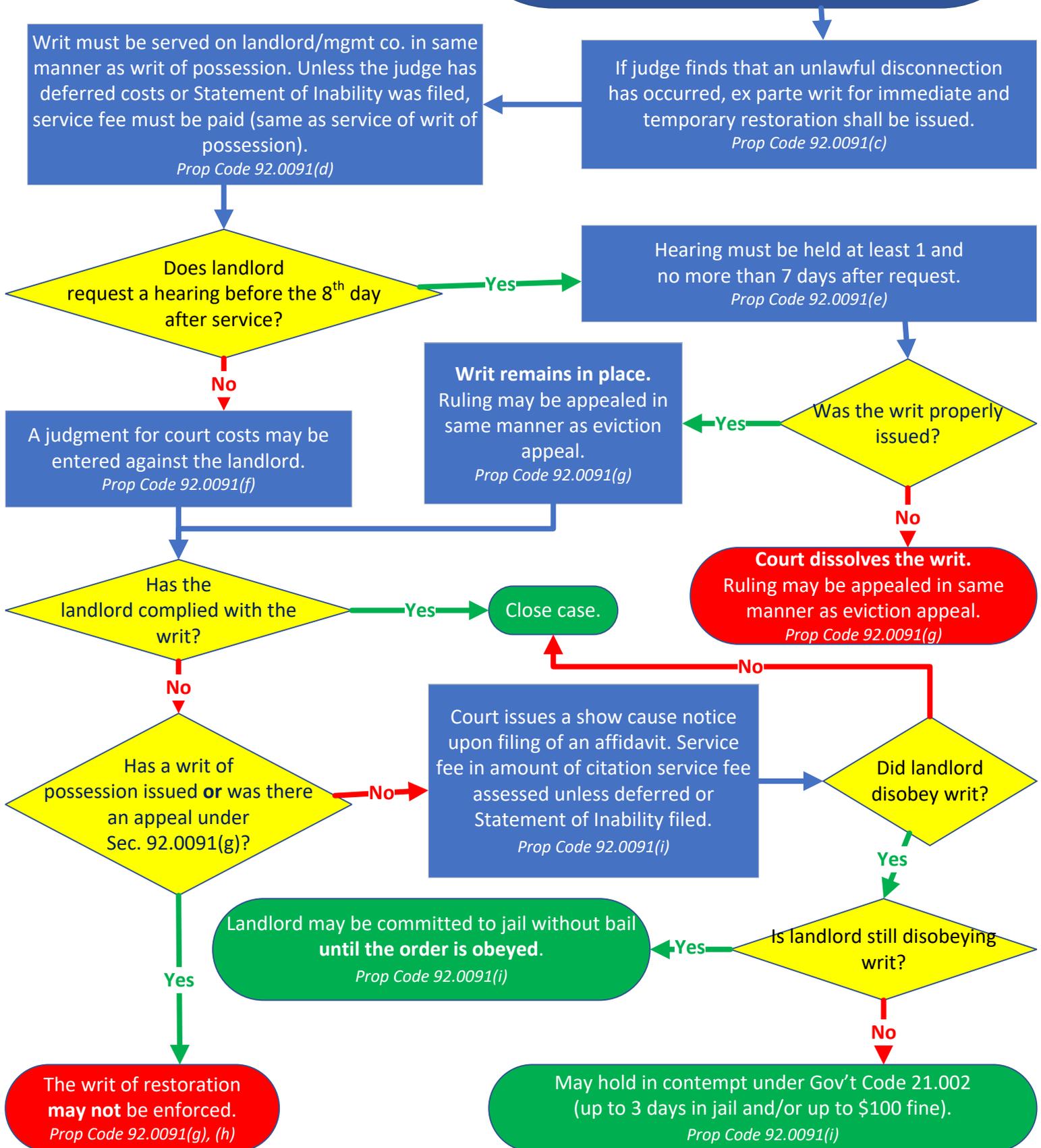
No

**The writ of re-entry may not be enforced.**  
*Prop Code 92.009(g), (h)*

May hold in contempt under Gov't Code 21.002 (up to 3 days in jail and/or up to \$100 fine).  
*Prop Code 92.009(i)*

# Writ of Restoration Flowchart

Applicant files sworn written application in precinct where property is located, pays the civil filing fee or files Statement of Inability (or judge defers payment of costs), and orally states the facts of the case under oath to the judge.  
*Prop Code 92.0091(b)*



**The writ of restoration may not be enforced.**  
*Prop Code 92.0091(g), (h)*

**May hold in contempt under Gov't Code 21.002 (up to 3 days in jail and/or up to \$100 fine).**  
*Prop Code 92.0091(i)*

**Landlord may be committed to jail without bail until the order is obeyed.**  
*Prop Code 92.0091(i)*

**Court dissolves the writ.**  
Ruling may be appealed in same manner as eviction appeal.  
*Prop Code 92.0091(g)*

Court issues a show cause notice upon filing of an affidavit. Service fee in amount of citation service fee assessed unless deferred or Statement of Inability filed.  
*Prop Code 92.0091(i)*

**Writ remains in place.**  
Ruling may be appealed in same manner as eviction appeal.  
*Prop Code 92.0091(g)*

Hearing must be held at least 1 and no more than 7 days after request.  
*Prop Code 92.0091(e)*

If judge finds that an unlawful disconnection has occurred, ex parte writ for immediate and temporary restoration shall be issued.  
*Prop Code 92.0091(c)*

Writ must be served on landlord/mgmt co. in same manner as writ of possession. Unless the judge has deferred costs or Statement of Inability was filed, service fee must be paid (same as service of writ of possession).  
*Prop Code 92.0091(d)*

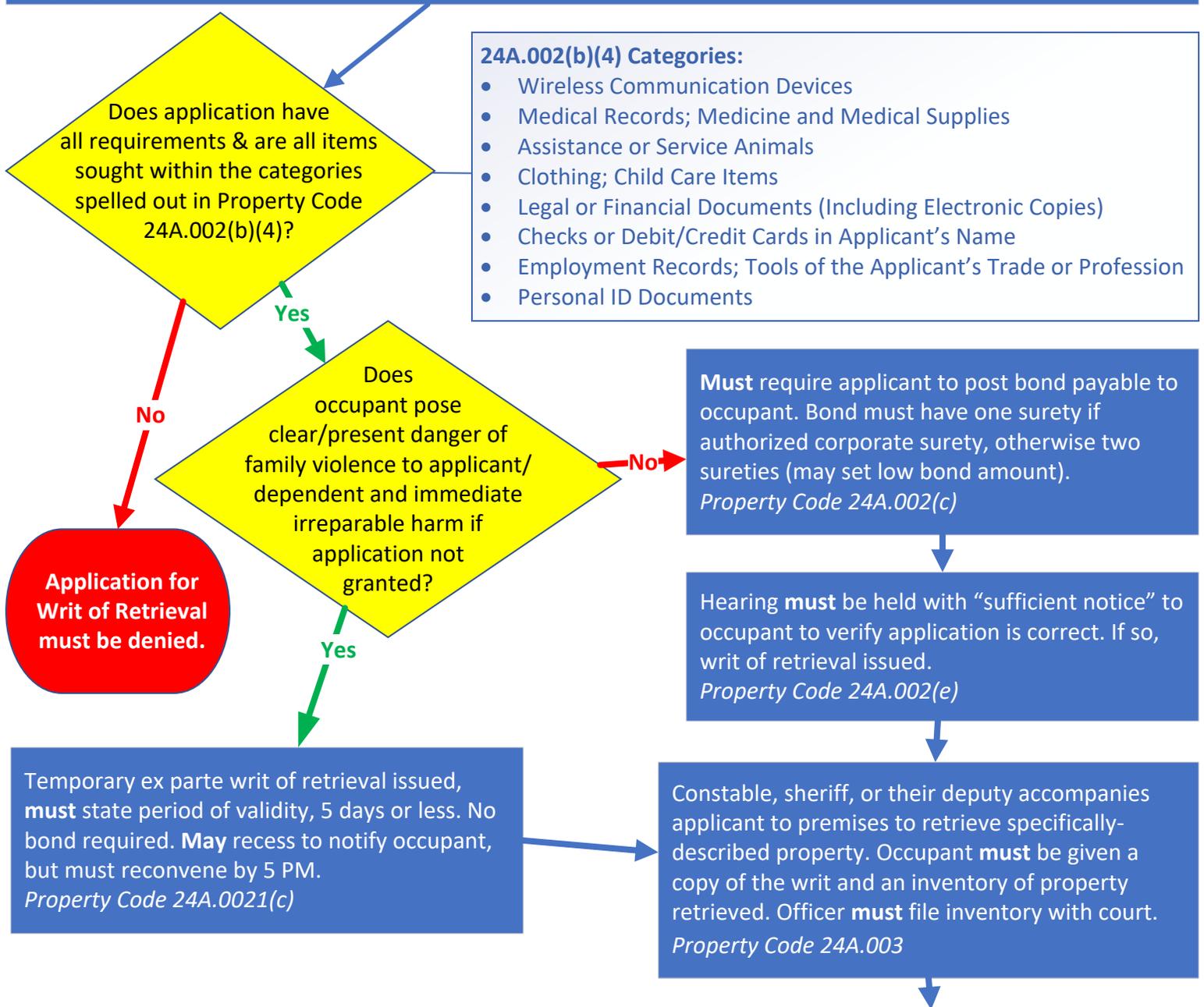
# Writ of Retrieval Flowchart

Application filed with filing fee or  
Statement of Inability.

## Application must:

- Certify that applicant is excluded from the premises by occupant;
- Certify applicant is not subject to an order preventing them from entering premises;
- Allege that applicant or dependents require personal items that are in the premises;
- Describe the specific items to be recovered;
- Certify that the property being sought is not subject to a divorce or annulment case/decreed/order;
- Allege personal harm to applicant or dependent if the property is not recovered promptly; **and**
- Include a lease or other evidence that applicant is/was authorized to use the premises as residence.

*Property Code 24A.002(b)*



### 24A.002(b)(4) Categories:

- Wireless Communication Devices
- Medical Records; Medicine and Medical Supplies
- Assistance or Service Animals
- Clothing; Child Care Items
- Legal or Financial Documents (Including Electronic Copies)
- Checks or Debit/Credit Cards in Applicant's Name
- Employment Records; Tools of the Applicant's Trade or Profession
- Personal ID Documents

**Must** require applicant to post bond payable to occupant. Bond must have one surety if authorized corporate surety, otherwise two sureties (may set low bond amount).  
*Property Code 24A.002(c)*

Hearing **must** be held with "sufficient notice" to occupant to verify application is correct. If so, writ of retrieval issued.  
*Property Code 24A.002(e)*

Temporary ex parte writ of retrieval issued, **must** state period of validity, 5 days or less. No bond required. **May** recess to notify occupant, but must reconvene by 5 PM.  
*Property Code 24A.0021(c)*

Constable, sheriff, or their deputy accompanies applicant to premises to retrieve specifically-described property. Occupant **must** be given a copy of the writ and an inventory of property retrieved. Officer **must** file inventory with court.  
*Property Code 24A.003*

The occupant may file a complaint in the court that issued the writ, within **10 days** of the retrieval, alleging that the applicant took property belonging to the occupant or their dependent. The court **must** promptly hold a hearing and rule on the disposition of the disputed property.

*Property Code 24A.006.*

## Civil Filing Fees and Costs Cheat Sheet Eff. 1/1/24

|                                     |  |
|-------------------------------------|--|
| Small Claims Case                   | <b>\$54</b>  |
| Debt Claim Case                     | <b>\$54</b>  |
| Eviction Case                       | <b>\$54</b>  |
| Repair & Remedy Case                | <b>\$54</b>  |
| Truant Conduct Case                 | <b>No fee</b>  |
| Tow Hearing                         | <b>\$54</b>  |
| Toll Hearing                        | <b>\$54</b>  |
| ODL Application                     | <b>\$54</b>  |
| Nondisclosure Order                 | <b>\$54</b> (some that are <i>not filed in justice court</i> are different)                                      |
| Writ of Sequestration               | <b>No fee</b>  |
| Writ of Attachment                  | <b>No fee</b>  |
| Writ of Execution                   | <b>\$5 per page writ fee</b>   |
| Writ of Garnishment (pre-judgment)  | <b>No fee</b>  |
| Writ of Garnishment (post-judgment) | <b>\$54 + \$5 per page writ fee</b>  |
| Writ of Re-Entry                    | <b>\$54</b>  |
| Writ of Restoration                 | <b>\$54</b>  |
| Writ of Retrieval                   | <b>\$54</b>  |
| Writ of Possession                  | <b>\$5 per page writ fee</b>   |
| Other Post-Judgment Writs           | <b>\$5 per page writ fee</b>   |
| Motion for New Trial                | <b>\$54</b> (if case type doesn't require a filing fee, this fee is not assessed on motion for new trial either) |
| Motion to Set Aside Default         | <b>No fee</b>  |
| Motion to Reinstate                 | <b>\$54</b>  |
| Other Misc. Motions                 | <b>No fee</b>  |
| Appeal                              | <b>\$54</b> (if case type doesn't require a filing fee, this fee is not assessed on appeal either)               |
| Transcript Fee                      | <b>\$10</b>  |
| Abstract of Judgment                | <b>\$5</b>   |

***\*All fees waived upon filing of Statement of Inability, unless Statement is contested and denied at a hearing.***

***\*Filing fees do not include service fees for citations or writs, which vary by county.***

***\*Fees assessed on initial suit, as well as on counterclaim, cross-claim, third-party action, intervenor action, or interpleader.***

***\*\$54 fee is made up of \$33 Local Consolidated Civil Fee and \$21 State Consolidated Civil Fee, see Fines, Fees, & Costs Deskbook for details.***

## ***Civil Filing Fees FAQ***

- **Is a fee charged for a motion for new trial or a motion to reinstate even if the motion is denied?** Yes.
- **Does the person who is appealing have to file an appeal bond or cash deposit in addition to the filing fee?** Yes, presuming they didn't file a Statement of Inability.
- **When is the \$5 per page writ fee assessed?** On any post-judgment writs, such as execution or garnishment.
- **What if the case was filed before January 1, 2024, but a motion for reinstatement is filed after January 1, 2024?** The court would assess the new filing fee on the motion for reinstatement. Anything filed after that date follows the new law, regardless of when the case is originally filed.
- **Is the \$22 jury fee still in effect?** Yes. The jury fee was changed in county/district courts, but not in justice courts.