

89 Cohen Walker Drive Warner Robins, Georgia 31088  
Phone (478) 987-4695 Fax (478) 987-5255  
Hours: 8:30 am - 4:30 pm  
magistrate@houstoncountygga.gov

## **DISPOSSESSORY FILING FEES:**

One Defendant: \$109.00 plus (3) COPIES OF ALL SUPPORTING DOCUMENTS

Two Defendants: \$159.00 plus (5) COPIES OF ALL SUPPORTING DOCUMENTS

Three Defendants: \$209.00 plus (7) COPIES OF ALL SUPPORTING DOCUMENTS

Each additional Defendant to be served: \$50.00

Re-Serve Fee: \$50.00 per Defendant

Please Note: The Plaintiff must provide copies of the lease or note, payment ledger, notices, and all other supporting documents.

**MILITARY AFFIDAVITS ARE REQUIRED ON ALL DEFENDANTS**



Date Filed: 1/29/2026

**PLAINTIFF(S):**

, GA

**VS.**

**DEFENDANT(S):**

Perry, GA

**AFFIDAVIT FOR DISPOSSESSORY WARRANT**

Personally appeared affiant, who on oath says:

1. That Plaintiff herein, is the owner of premises situated and known as:

Apt./St. No.: N/A

Address:

Perry, Houston County, Georgia; and affiant is (X) the Plaintiff

2. That Defendant(s) herein, is/are in possession, as tenants, of the subject premises, indicated above.

3. That Defendant's tenancy was

( ) at will ( ) at sufferance (X) under a written agreement.

4. That

(X) tenant fails to pay rent now due thereon;

( ) tenant is holding said premises over and beyond the term;

( ) the term has been terminated by the Plaintiff, for the reason that

5. That Plaintiff desires possession of said premises; and, after

expiration, termination of default Plaintiff has demanded possession

of said premises and the same has been refused by said defendant(s);



and, this affidavit is made that a warrant may issue for the removal of said defendant(s) together with his property from said premises.

6. That attorney's fees are provided for in said lease, and pursuant to O.C.G.A 13-1-11, Plaintiff has advised Defendant of Plaintiff's intention to enforce this provision. Yes ( ) No (X)

WHEREFORE, Plaintiff demands:

- (a) Possession of the premises;
- (b) past due rent of \$0.00;
- (c) rent accruing up to the date of judgment or vacancy at the rate of \$0.00 per day as computed from last payment date;
- (d) accrued interest at the rate of \_\_\_\_\_% from \_\_\_\_\_;
- (e) attorney's fees in the amount of \$\_\_\_\_\_;
- and, (f) \$\_\_\_\_\_ court cost.

AFFIANT

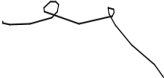
---

Landlord

Filed in office This 29 day of January, 2026

Sworn to and subscribed before me

This 29 day of January, 2026



---

(DEPUTY) Clerk, Magistrate Court of Houston County or Notary Public



## NOTICE AND SUMMONS

TO THE ABOVE-NAMED DEFENDANT(s):

You are hereby commanded and required, either personally or by attorney, to appear and present an answer to the affidavit, on the reverse side hereof, during the regular business hours, Monday through Friday, at the Magistrate Court of Houston County, 89 Cohen Walker Drive, Warner Robins (31088) on or before the SEVENTH (7th) day from the date of service of this summons upon you (or on the first business day thereafter IF the seventh day falls on a Saturday, Sunday, or Legal Holiday).

Your answer may be given either orally or in writing; and may contain any legal or equitable defenses or counterclaim against the plaintiff. The SEVENTH (7th) day after the date of service of this summons is the last possible date for your answer.

If you fail to answer as required, a Writ of Possession and judgment for the amount claimed due by plaintiff will be granted without further notice to you.

WITNESS THE HONORABLE JUDGES, MAGISTRATE COURT OF HOUSTON COUNTY, GEORGIA

This 29 day of January, 2026

---

(DEPUTY) Clerk of Court



## DISPOSESSORY APPLICATION

1. Plaintiff (Landlord):

2. Legal name of titleholder:

3. Applicant:

4. Is an interpreter needed in this case? If so, provide the language(s) required.

---

5. Mailing address for Plaintiff:

Street Address:

City: State: GA Zip:

Phone # for Plaintiff:

Email Address:

6. Name of Defendant(s) / Tenants(s):

7. Leased Premises:

Street Address:

City: Perry State: GA Zip:

Phone # for Defendant(s): N/A

8. Type of Tenancy:

☒ Written Lease

☐ At Will (Verbal)

☐ At Sufferance

9. Reason for Eviction:

☒ Failure to Pay Rent

☐ Term Expired

☐ Breach of Lease

☐ Other




## MILITARY AFFIDAVIT

The undersigned, after first being duly sworn, states the following:

1. I am of age, of sound mind, and legally authorized to sign this affidavit on behalf of the Plaintiff.
2. This affidavit is executed pursuant to the Service Members Civil Relief Act, 50 U.S.C. App. 521.
3. Affiant states the Defendant,  
(X) is, ( ) is not, or ( ) unable to determine,  
a member of the military forces of the United States.
4. Affiant is personally knowledgeable of the facts contained in this affidavit and affirms the information contained herein is true and correct.

This \_\_\_\_\_ day of January, 2026

Signature 
Printed name:

Title: Landlord

Sworn to and subscribed before me

this \_\_\_\_\_ day of January, 2026

---

NOTARY PUBLIC

[www.dmdc.osd.mil/appj/scra](http://www.dmdc.osd.mil/appj/scra)



89 Cohen Walker Drive Warner Robins, Georgia 31088

Phone (478) 987-4695 Fax (478) 987-5255

Hours: 8:30 am - 4:30 pm

## **INSTRUCTIONS FOR FILING A DISPOSSESSORY CASE IN THE MAGISTRATE COURT OF HOUSTON COUNTY**

Welcome to the Magistrate Court of Houston County. The information contained herein is intended to provide you with general knowledge of the process for filing a dispossessory case in the Magistrate Court. It is not a complete disclosure of all legal action available to you. Therefore, you should carefully research your options and understand the consequences of any action you undertake. The clerks are available to assist you. However, they cannot advise you how to handle your case, nor are they authorized to offer legal advice. If you are unsure how to proceed with your case, please seek counsel from an attorney.

### **Definitions:**

1. Tenancy at Will: Any rental agreement with no set date of termination.
2. Tenancy at Sufferance: Arises when one comes into possession of land by lawful right, whether as a tenant or otherwise, but wrongfully remains in possession of the property.
3. Leasehold Tenant: Is a tenant who has a written lease with all the necessary terms of a lease in the contract.
4. Tenant Holding Over: Is a tenant who holds possession of property beyond the term for which the premises were leased.

### **General Provisions:**

There are three common grounds for dispossession of a tenant:

1. The tenant's failure to pay rent when due
2. The tenant's holding over beyond the term of the lease or rental agreement; or
3. The landowner desires return of the property being held by a tenant at will or at sufferance.