

- The tenant or apartment is a recipient of a Section 8 subsidy, - The apartment or building is governed by any other regulations that determine the rent or other rules governing the tenancy.

But for the eviction process to be successful, you need to follow all the rules and procedures. Using self-help methods is illegal in South Carolina. Primary reasons why landlords evict tenants include: Failure to pay rent A breach of the rental agreement or lease conditions Expiry of the lease agreement The following is the South Carolina Eviction Process: Notice of Termination With Cause Generally, this is the first step in the eviction process. The notice must contain the reason for the eviction. In South Carolina, failure to pay rent is the most common lease violation. Others include the commission of an illegal act on the premises or violation of the lease agreement. Following are the common types of notices. After the lapse of the 5-day period, you can then file an eviction lawsuit. But if the tenant pays rent, you must not proceed with the eviction. The notice must specify the violations. After issuance of the notice, the tenant will have fourteen days to remedy the violation. Otherwise, you can file a lawsuit after the day period. Unlike other notices, this one can either be verbal or written. Failure to do so allows landlords reasons to evict them. In case of emergency, the tenant must comply immediately. If not, they must comply within 14 days after you issue them with a notice. The notice must specify the violation and request a remedy. If not, you may file an eviction lawsuit. There are, however, instances where there is no definite term in a rental agreement. In such cases, you may end a rental agreement after serving a Day written notice. You must serve a tenant a 7-Day written Notice if the tenant pays the rent weekly. Similar to other notices, an unconditional quit notice must inform the tenant of their violation. It is an abandonment of the property by the tenant. In most cases, the rent is unpaid. Notice of Termination Without Cause For termination without legal cause, you must wait until the expiry of the lease term to evict a tenant. A notice may or may not be necessary. Month-to-Month Tenancy Here, you need to serve the tenant with a Day Notice before filing a lawsuit. This notice must inform the tenant that they need to move out of the unit within 30 days or else face an eviction lawsuit. The following are ways to serve them: Using a certified mail Using a process server Through personal service If the tenant corrects the problem then you cannot evict them. Court When the tenant fails to vacate the property, you may begin the eviction process. During the eviction proceedings, tenants have an opportunity to raise a defense. Common tenant defenses include: A deputy, sheriff or constable in South Carolina must serve the warrant of ejectment. In such a case, a court may grant a tenant a stay of execution. The court may also arrange how past due rent will be paid. After the eviction of the tenant, you may discover that the tenant has left behind personal belongings. This is, however, assuming that the eviction notice clearly notified the tenant of your option to do so. South Carolina landlords must follow specific rules and procedures when evicting a tenant.

Chapter 2 : Overview Of The "Summary" Process - Civil Law Self-Help Center

A landlord can't begin an eviction lawsuit without first legally terminating the tenancy. This means giving the tenant written notice, as specified in the state's termination statute. If the tenant doesn't move (or reformâ€”for example, by paying the rent or finding a new home for the dog), you can.

This means that the court action moves forward very quickly and that the time given the tenant to respond during the lawsuit is very short. For example, in most cases, the tenant has only five days to file a written response to the lawsuit after being served with a copy of the Summons and Complaint. Normally, a Judge will hear and decide the case within 20 days after the tenant files an answer, this is called a Trial. The Eviction Process in California is administered by the Superior Court of the State of California, which assures the tenant of the right to a court hearing if the tenant believes that the landlord and the tenant follow the laws during the Unlawful Detainer proceeding. For example, the landlord cannot physically remove or lock out the tenant, cut off utilities such as water or electricity. In an Unlawful Detainer Lawsuit, the court holds a trial at which the parties can present their evidence and explain their case. If the court finds that the tenant has a good defense, the court will not evict the tenant. Writ of Possession During the California Eviction Process If the court decides in favor of the landlord at the conclusion of the trial, the court will issue a writ of possession. The writ of possession orders the sheriff to remove the tenant from the rental unit, but gives the tenant five days from the date that the writ is served to leave voluntarily. The landlord is not entitled to possession of the rental unit until after the sheriff has removed the tenant and plt the landlord back in possession of the property. If the tenants fail to vacate within that period of time, the Sheriff will return and physically lock out the tenants and possession will be restored to the Landlord. Change the locks so that the tenant cannot get back into the property. The majority of tenants however, have little or no defenses to the unlawful detainer case and use the Court system to delay the eviction process to buy them more time. Unfortunately, if the tenant files an answer, the landlord must request a trial or Summary Judgment in order to move onto the next step. Unfortunately, there are many eviction delay services available to the unscrupulous tenant and, for a nominal fee; the tenant can file various frivolous motions with the court to temporarily halt the eviction proceeding. When does the 3-day Notice Expire? The following is a simple chart to help determine when the 3-day notice legally expires. Some cases are lost at court because the landlord or attorney filed the case before the 3 full days have expired. Please note that if the last day falls on a court holiday, the tenant is given an extra day to comply. A Notice Served on Will expire at midnight on Monday.

Chapter 3 : California Eviction Process | Overview of Process in CA | Express Evictions

According to North Carolina's landlord-tenant law, a tenant can be evicted following a number of reasons. They include: Nonpayment of rent Tenant continuing living on the property after the lease has been terminated and without the permission of the landlord Tenant breaching the terms of the rental/lease agreement, and Drug trafficking, drug use, including other [].

In any case, however, the first requirement for protecting your rights is a timely response to the eviction notice. The Eviction Notice By statute, a California landlord may not use extrajudicial procedures to evict a tenant. That means that the only legal way a landlord can begin the eviction process is by serving the tenant an eviction notice. The form of this notice must be properly observed. It is not a legal notice to evict unless it contains each of the required elements. Each of the five different notices to evict have slightly different requirements and timelines , but the requirements for the "3-Day Notice to Pay Rent or Quit" are that the notice: Must be in writing Must state the full name of the tenant or tenants Must give the address of the property Must state how much rent is owed. This portion of the notice may only address rent unpaid within the previous 12 months. Including a demand for rent owing for more than one year could invalidate the notice. Must provide specific dates for each unpaid rental payment Must make a demand that the rent be paid in full within three days of reception of the notice and that failing that the tenant must vacate the premises. Must give the name, address and phone number of the person to whom the rent must be paid. Either specify the times and locations where the rent money can be delivered, or give a mailing address where payment can be remitted. California law also prohibits landlords from making other payment demands in the rental notice, including late fees, interest and payment for utilities or damages. Including these prohibited payment demands could invalidate the notice. Make photocopies of all legal notices, such as the eviction notice, and keep them together in a folder. A roommate or spouse can and should unobtrusively record these interchanges on a smart phone. Video of the Day Brought to you by Sapling Brought to you by Sapling Situations that Provide Additional Rights In some circumstances, you have additional rights and times to respond beyond the 3 days from the notice and the actual eviction. Banks may deliver an eviction notice when the owner loses the rental unit, but is not a legal document. Often banks will not notify the tenant at all, then claim the tenant missed the deadline to respond. Respond promptly to this or any other notice you dispute with a brief written explanation of the reasons you believe the notice has no force. You may be able to get help with this document from one of several free tenants rights groups. This is a potentially complicated action, but you can begin informing yourself about how to respond by reading consumer documents provided by the California Department of Consumer Affairs. If pursuing this remedy, be sure to document everything. Good records are the key to a winning case if the dispute goes to court. These include tenants living in Section 8 housing, and tenants living in rental complexes being converted to condominiums. The latter situation can be very complex -- there are different rules, for example, for units of four units or less than for larger conversions. You can begin to inform yourself at the California Department of Consumer Affairs website or through brochures you can obtain from the department by calling Additional Research Resources An overview of laws related to tenant evictions for the several California cities and counties that have passed them can be found here or by contacting your local government directly. Many of these ordinances provide rights in addition to those stipulated in state law. Nolo also provides a Federal laws research site. About the Author I am a retired Registered Investment Advisor with 12 years experience as head of an investment management firm. I also have a Ph. Cite this Article A tool to create a citation to reference this article Cite this Article.

Overview of the Eviction Process. An eviction is the act or process of legally dispossessing a person of land or rental property. Unless a tenant has surrendered possession of the rental premises to the landlord or abandoned possession, a landlord must file an eviction action in order to remove the tenant.

Additional Sources Introduction In common usage, eviction is the process used by landlords to recover possession of leased real property from tenants who do not want to leave. Evictions are difficult, painful, and expensive for all parties involved. Most states regulate residential renting, including the eviction process. Cities, counties, and other local governments often supplement these regulations. Landlords and tenants may further regulate evictions through lease terms. For example, leases might specify the form and timing of eviction notices. Lease provisions may overrule some common law rules, but may not conflict with official regulations. Outside of the District of Columbia and other territories directly administered by the federal government, there are few federal laws regarding eviction. Those that exist primarily deal with discriminatory housing practices more generally. The common law governs eviction issues not covered by regulations or lease agreements. Because most relevant regulations target residential rentals, the common law is most likely to apply to commercial leases. Finally, local court rules may significantly impact the eviction process. Because there are so many different sources of rules that may impact evictions, and because those rules vary by jurisdiction, nothing in this article should be taken as universally applicable. See State Property Statutes. First, and most frequently, for not paying rent. Second, for other, non-trivial violations of lease agreements. Finally, landlords may evict tenants whose lease expired. Landlords have no general duty to allow tenants to renew their lease, and may choose not to renew for any reason, or even no reason at all. For example, a landlord could evict a tenant for having a dog in violation of a "no pets" clause in their lease. The landlord could not, however, evict a tenant because a cat dashed into a "no pets" apartment while the door was open and the tenant immediately removed the cat. At a minimum, landlords may not evict tenants in retaliation for reporting housing code violations, or because the tenant sued the landlord for discriminatory renting practices. Some states prohibit evictions in retaliation of any tenant report of landlord misconduct. Specifically, they may not cut off utilities and may not change the locks. At a minimum, this notice must tell the tenant why the landlord wants to evict them and what they can do to avoid eviction. The precise timing and form of the notice varies by jurisdiction. In most states, tenants being evicted for not paying rent may avoid eviction by paying all back rent. If, after this time has passed, tenants have not worked things out with the landlord or agreed to leave voluntarily, the landlord cannot simply physically remove them. Instead, the landlord must get a court order. Because the normal civil court system is notoriously backlogged, most jurisdictions have a special summary process in their housing courts. This process is only used for eviction cases, and is designed to resolve conflicts in days or weeks, not months. In complicated cases, most housing courts try to simply deal with eviction issues via [[wex: In these cases, the landlord must hire a law enforcement officer help remove the tenant. In this situation, at common law, the new owner can evict tenants if the landlord mortgaged the property before their lease began. Many states still follow this rule. In the past, many mortgagors had a general policy of evicting tenants from foreclosed properties. Due to the recent economic turmoil, some large lenders, include Fannie Mae and Freddie Mac, are reconsidering these policies. See Landlord Tenant law. The process is very stressful for tenants, who must find a new place to live while juggling jobs, children, and other obligations. Housing law is complicated, and many tenants do not fully understand their rights and duties, cannot afford to take the time to educate themselves, and cannot afford an attorney. As a result, the people with the greatest need for regulatory protection often cannot get it, putting them at increased risk of abuse by malicious landlords. Many cities have legal aid groups that specialize in eviction cases. For landlords, evictions are frustrating, expensive, and sometimes dangerous. Landlords may have to pay court fees, hire a process server, hire an attorney, and hire a marshal or law enforcement officer to actually evict the tenant. The process can take weeks or months to complete, during which landlords are rarely able to collect rent from the tenant he or she is evicting. Many landlords are not completely familiar with housing laws, and innocent

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procedural mistakes can delay evictions by weeks or longer. Even if landlords win suits against tenants who did not pay rent, the tenants are usually judgment-proof. Finally, evictions sometimes lead to violent confrontations between landlords and tenants.

Chapter 5 : Santa Clarita Eviction Attorney for Landlords. Evict Your Tenant Today!

Get a quick overview of the "summary" procedure most frequently used by landlords. Intro To Eviction. Unless a tenant has surrendered possession of the rental property to the landlord or abandoned the property, a landlord must file an eviction case in order to remove the tenant.

This is because even if the eviction is warranted, it may be challenged or defended based on various grounds. This article provides a quick guide on how to legally evict a renter from a property in the state of North Carolina. Tenant Eviction Process in North Carolina: The main purpose of the NC eviction notice is to request payment; the tenant must pay the due rent in 10 days. If the tenant continues to live on the property even after the lease has been terminated and without your approval, you must provide one of these notices of termination: A two-day notice, if the lease duration was week-to-week A seven-day notice, if the lease duration was month-to-month A one-month notice, if the lease duration was year-to-year. This notice must state what rule the lessee has violated and gives them 10 days to comply with the violated lease agreement s. This is actually the fastest and simplest way to lawfully evict a tenant under the North Carolina eviction laws. Once you file a summary ejection and pay the filing fee, the court will issue a summons to be served by your county sheriff. Once they are presented with a summons as well as a single copy of the filed complaint, the tenant may then move out of the property. The Eviction Hearing An eviction hearing in a Small Claims Court is scheduled within 14 days of the filing date of the complaint. You will appear in court and present your case to the magistrate. To avoid losing an eviction hearing, you must present proper documentation. Here are some of the important documents you should present to the court at the hearing: A single copy of the rental or lease agreement Proof of non-payment of rent or other violations Copies of notice or demand for payment of rent An accounting to the amount you claim the tenant owes If the tenant decides to oppose the eviction, they are required to present themselves at the hearing. Do not accept partial payment of the owed rent, especially from the time you file a complaint to the hearing. This could jeopardize your eviction case. If the tenant decides not to appeal, they must vacate the property before this period expires. This is an order requesting your county Sheriff to forcefully evict the tenant from your rental property. In that case, you will be given a period of 10 days to lodge an appeal. This will prevent the tenant from accessing the property. However, you are only allowed to change the locks in the presence of the sheriff. The locksmith must be present to change the locks right after the sheriff acts on the issued writ of possession. You will take responsibility for the fees charged by the locksmith. Should they fail to collect their personal possessions; the sheriff will move it to a storage facility. This is because you might find yourself in trouble if the tenant comes back for their possessions. Hiring Help If this is your first time evicting a tenant, you might find the entire process overwhelming and stressful. A knowledgeable property management company by your side can relieve you from all the stress and complicated procedures involved in an NC eviction process. You should also hire an attorney who will represent you in court. Hiring a landlord-tenant law attorney will maximize your chances of winning the case.

Chapter 6 : Tenants' Rights in California Evictions | Pocket Sense

In Colorado, evictions are sometimes referred to as "Forcible Entry & Detainer" (FED). A landlord must carefully follow all the rules and procedures set forth by Colorado's rental law when evicting a tenant.

Chapter 7 : The Eviction Process in California: Rules for Landlords and Property Managers | calendrierdela

an overview of Colorado landlord/tenant law, in the hope that practitioners will be encouraged to respond to this rapidly expanding client base. Overview of Leases.

Chapter 8 : Tom Hogan Evictions

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As a landlord, sometimes you're left with no other choice than to evict a tenant. But for the eviction process to be successful, you need to follow all the rules and procedures.

Chapter 9 : California Eviction Process Overview for Non-Payment of Rent -

Bonus Video: An Overview of the Eviction Process Protecting Yourself in the Future Evictions can be costly and time-consuming, so hopefully you can avoid ever needing to perform one.