

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 1 : Los Angeles Tenant Lawyer | Tenant Law Attorney

Note: Citations are based on reference standards. However, formatting rules can vary widely between applications and fields of interest or study. The specific requirements or preferences of your reviewing publisher, classroom teacher, institution or organization should be applied.

Not all child custody agreements are worked out in a courtroom by a judge. Although a judge will need to approve every child custody agreement, there are a few ways to go about arranging the agreement outside of the courtroom. The Parenting Plan The result of any determination of child custody will be a parenting plan. The parenting plan will either be composed by the court, the parents, or their attorneys. The plan sets out physical and legal custody of the children including splits. If there are certain times or occasions when the children will be with a certain spouse, it will be in the plan. The plan may be simple or very complex, there is no set form for the plan. Once the plan is drafted and signed by both partners, it must be presented to the court. If the court believes the plan is not in the best interest of the child, the plan will not be approved. Direct Discussion The law encourages the partners to work out the matter on their own as much as possible. If you and your partner are still on good speaking terms, you should try discussing the issue directly with them. This option is very appealing as it removes a lot of procedure from the process and allows the parties to get down to what is most important to them. Collaboration As an alternative to a direct discussion between the partners, the law recommends collaboration between both partners through their lawyers. This option keeps a lot of the procedure out of the process as well, making the process quicker and more efficient. However, as it involves a lot of legal work and correspondence, fees can become significantly higher. Mediation A further alternative to the above options is that a mediator may be brought in to help both sides come to the best agreement possible. The mediator will work between the two partner-attorney teams. If successful, the mediator will help the partner-attorney teams come to an agreement. Nothing done or said by the mediator has binding force and the resulting agreement only comes into effect if both parties sign the agreement and the court approves. This option keeps the court out of some of the procedure, which will decrease costs. However, in addition to both attorneys, the mediator must be paid, which makes this option more expensive than the previous options. There are many options to coming to a child custody agreement outside of the court. No matter which method is used, both partners must sign the agreement they draft and present it to the court. The final step is getting the court to approve the plan. The court will evaluate the plan focusing on the best interest of the children. If the court approves the plan you have just obtained child custody outside the court. Should You Consult a Lawyer?

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 2 : 4 Ways to Hire a Lawyer When You Have Low Income - wikiHow

Enter your mobile number or email address below and we'll send you a link to download the free Kindle App. Then you can start reading Kindle books on your smartphone, tablet, or computer - no Kindle device required.

A landlord or tenant who would like more information or help writing or filing papers with the court can visit the Landlord Tenant Resource Center or talk to another lawyer. There is information at the end of this sheet on where to find legal help. What is an answer? An answer is a paper that explains the legal reasons or defenses why the landlord should not be able to evict the tenant. By filing an answer, the tenant is asking for a trial. There is no charge to file an answer. Does a tenant have to file an answer? In Landlord and Tenant Court, a tenant is not required to file an answer in most cases. If a tenant is not asking for a jury trial, the answer does not need to be notarized. If a tenant is not asking for a jury trial and does not want to file an answer, the tenant will need to tell the judge what his or her defenses are during the court hearing so the judge can schedule a trial. If the landlord is trying to evict the tenant claiming the tenant did not pay rent, the tenant can file a claim against the landlord for money. Although they have different names, they are similar. If the landlord has sued the tenant for some reason other than unpaid rent, such as a violation of the terms of the lease, then the tenant cannot file a claim against the landlord. Counterclaims, recoupments, and setoffs should be filed in writing. How do counterclaims, recoupments, and setoffs differ? In a counterclaim, the tenant asks for a refund of money paid to the landlord during the past three years due to bad conditions on the property. The tenant also can ask the judge to order the landlord to make repairs to the property. In a recoupment, the tenant asks the judge not to make him or her pay all or some of the money the landlord is requesting due to ongoing bad conditions since the tenant moved into the property. Finally, in a setoff, the tenant asks the landlord to pay the tenant for any repairs made or supplies bought by the tenant to make repairs to the property during the past three years. To win any of these claims for bad conditions on the property, the tenant will have to show there was a violation of the Housing Code, that the tenant did not cause the problem, the landlord knew about the problem, and the landlord did not fix the problem within a reasonable period of time. Is there a charge for filing a counterclaim, recoupment, or setoff? If court filing fees will be a hardship for you, you can file an Application to Proceed Without Prepayment of Costs or Fees. You will appear in front of a judge who will decide whether to grant your request. If the request is granted, you will be able to file papers with the court without paying the filing fees. Is there any reason a tenant might not want to file a counterclaim, recoupment, or setoff? Yes, in some cases a landlord can get a money judgment against the tenant if the landlord wins the case, even though the landlord would not have been able to get a money judgment had the tenant not filed a counterclaim, recoupment, or setoff. In other cases, filing a counterclaim, recoupment, or setoff does not change what the landlord can get. When can filing a counterclaim, recoupment, or setoff change whether the landlord can get a money judgment against the tenant? If the complaint was handed to the tenant in person, the landlord already can ask for a money judgment against the tenant even if the tenant does not file a counterclaim, recoupment, or setoff. Filing any of these claims does not change what the landlord can ask for because the landlord can already get a money judgment in these types of cases. In these cases, filing a claim does change what the landlord can request. Even if the landlord cannot get a money judgment against the tenant in a Landlord and Tenant Court case, the landlord may be able to sue the tenant in a separate case in Small Claims Court or the Civil Actions Branch to get a judgment for the money owed. If you do not understand the consequences of filing a counterclaim, recoupment, or setoff, you should speak to a lawyer. What is a money judgment? A money judgment is an order from a judge directing the tenant to pay the landlord a certain amount of money. In Landlord and Tenant Court, money judgments can only be for back rent, late fees, and court costs. A tenant also can get a money judgment against a landlord if the tenant wins a counterclaim. The person who wins the judgment also can put a lien on any real estate the other party owns. Finding Legal Help Visit www.

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 3 : Tenant Defenses to Evictions in Texas | calendrierdelascience.com

Many issues tenants face are minor and can be easily resolved by common sense and checking reputable resources on landlord-tenant law, such as a local tenants' rights group. The more you know the law and your legal rights, the better.

Changing the locks, Taking out your furniture or property, Removing the door of the apartment or house, Turning off the electricity or water, Doing anything else that keeps you out of your house or apartment Real Property Law Section Please see the article on Illegal Evictions for more information. When can I be evicted? Read any notices you get carefully. See our flier on these programs, and be sure to call a lawyer if you get court papers. If any of these apply, tell the judge: You paid the rent. Bring proof receipt or witness to court. Bring a copy of the notices from your worker. Bring the rent money to court. If you offer the full amount of rent owed plus costs, even as late as the day of court, you should not be evicted. Tell the judge if any of these apply: Your lease has not expired. There are also very specific rules for how your papers have to be served. Many mistakes landlords make should result in the case being dismissed, according to the law. Should I go to court? If you own a mobile home in a mobile home park, the Warrant will be 30 days or 90 days. The court may also enter a money judgement against you for unpaid rent and costs. A money judgement is a court paper which says you owe the landlord money. The landlord can use a money judgement to try to collect money from you. What happens in court? Be on time, or be early. Your case may be the last one called, or it may be the first one. If you are even a few minutes late, the judge may have already called your case and made a decision. When your case is called, answer "Here, Your Honor" loudly and clearly. Go to the front of the courtroom. When the judge asks for your side of the story, briefly tell the judge the facts of your case and any defenses you want to raise. This can be hard when you are nervous or angry, but it helps your case. Show the judge any proof you brought to court with you. The judge may decide the case right then, or may tell you to come back another day for a hearing. For example, if you have proof that there were serious bad conditions in the residence, the court should hear your proof that rent should be reduced. The Decision If the judge agrees with you, the case will be dismissed. You win, and do not need to move out. The judge decides if the warrant can be issued right away, or if it will be "stayed" for a while. This is your warning that you have 72 hours to move. The officer will come back after the 72 hours are over, not counting Saturdays, Sundays, or a holidays. A warrant served on a Friday at noon will usually be executed on Wednesday at noon, for example. Check with the officer who gives you the notice to be sure of when he or she will come back. Your property should not just be thrown out, or put on the curb. If your property is put in storage, try to move it to your new home as soon as you can. After thirty days it can be difficult to recover property which has been placed in storage. Laws affecting this subject may have changed since this article was written. For specific legal advice about a problem you are having, get the advice of a lawyer. Receiving this information does not make you a client of our office.

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 4 : General Eviction Information for New York - LawNY

A lawyer can tell you your chances of winning the case based on your evidence. He can also provide in-depth advice on how to present your case and what to avoid. According to the law website calendrierdelascience.com, hiring a lawyer for consultations costs about 10 percent to 20 percent of what she would charge to represent you.

You know the details of the related events intimately and may be able to argue your case better than a lawyer who is primarily working with secondhand information. Seek the advice of a legal counsel. A lawyer can tell you your chances of winning the case based on your evidence. He can also provide in-depth advice on how to present your case and what to avoid. According to the law website NOLO. Choose the appropriate court. Small claims courts simplify the procedure so that plaintiffs and defendants can represent themselves easily. The maximum amount allowed in a small claims court varies by state. If the amount is greater than what the small claims courts allow in your state then you must file in a limited jurisdiction court or Superior Court. If you file in the wrong court, the judge may dismiss your case. File your case in a timely manner. These statutes vary according to the type of case. If the statute of limitations for your case has expired, you cannot present your case. Gather supporting evidence for your case. Although you will be given a chance to talk about the events of the case, judges base their decisions on facts and must see evidence of these facts. Your evidence must be convincing and admissible and you must be able to prove it. Examples of acceptable evidence include contracts, phone records and pictures. The more relevant supporting evidence you can provide, the better. This can be someone who witnessed the incident or a professional who is an expert on an aspect of your case. Present your case in a calm, clear and logical manner. Start at the beginning of the occurrence and proceed with facts in a chronological manner until you come to the end. Do not give unnecessary details. Follow acceptable court etiquette. Her articles appear on various well-known websites. Amo holds a Bachelor of Science in business administration with a concentration in information systems. Cite this Article A tool to create a citation to reference this article Cite this Article.

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 5 : Eviction - eviction_housing_selfhelp

Tenants Right vs Slumlords - Win In Housing Court available on calendrierdelascience.com written by Dr. Sylvia Black, Licensed Real Estate Broker of Affordable Homes and Apartments.

Printable Guide Introduction This article answers some common questions renters in Maine have about their rights. Each state has different laws protecting renters - this article only covers the law in the state of Maine. If you live outside of Maine and are looking for help or information, try the LSC Legal Aid Finder or search for rights or tenants of renters in your state. Can my landlord turn off my utilities or change the locks on my door or kick me out without going to court? It is illegal for your landlord to throw you out by force. Your landlord must get a court order before they evict you. If your landlord tries to get around this by changing the locks, taking your property, or shutting off any of your utilities, they have broken the law. If you have a lawyer and you win the case, the court can also order your landlord to pay your attorney fees. If you agree to put the service in your name and you pay the bills going forward, the electric company cannot cut you off. This applies to all utility companies that are regulated by the Maine PUC including water, telephone land line, and natural gas companies. Does my landlord have to have a reason to evict me? This depends on whether you are a tenant at will or have a written lease. If you have a written lease Your landlord probably has to have a reason to evict you. This is also the rule if you live in subsidized housing or own your own home in a mobile home park. If you are a tenant at will no lease Your landlord can evict you without giving a reason. But, they must give you 7 or 30 days notice in writing. There are some exceptions to this, explained below. Does my landlord have to warn me before I can be evicted? The type of notice depends on what type of tenancy you have. If you have a written lease Your landlord can evict you for a "material breach" of the lease. This means that you have violated one of your major duties under the lease, such as payment of rent, not disturbing other tenants, not causing major damage, or some other "material" lease clause. Know what your lease says so that you will know exactly what you have agreed to. You have a similar right if your landlord "materially breaches" the lease. If you have "materially breached" the lease, your landlord can serve you with a notice to quit, which may or may not be a 7 day notice, depending on what your lease says. The notice must advise you of your right to contest the eviction in court. Read about more 7-day notice rules below. End of lease term. If your lease does not say that it automatically renews when the lease term ends, your landlord can go to court without giving you any notice. They can only do this during the seven days following the end of your lease term. For example, you have a one year lease that ends on August 31, Your landlord may file a court complaint between September 1 and September 7, asking for an eviction order without giving you a notice first. If your rent is subsidized, your lease probably renews automatically, so this paragraph does not apply to you. If you are a tenant at will no lease: Your landlord must give you either a day or 7-day written notice to leave, or they can combine both of these into one notice. Any notice must advise you of your right to contest the eviction in court. This is called a "Notice to Quit. You may be able to stop the eviction if your landlord is evicting you because of "retaliation" or "illegal discrimination. The notice must not terminate the tenancy until the last date for which rent has been paid, or later. For example, if your rent is paid through the end of June, your notice period cannot end before June 30th. Also, the notice must give you a full 30 days. A notice ending the tenancy on June 30 must be given to you no later than May If the notice does not follow these rules, you may be able to stop or delay the eviction. To evict you with a 7-day notice, your landlord must have a reason and state that reason in writing. If you are a tenant at will no lease , the reason must be one of these: You have seriously damaged the apartment and have not repaired the damage. You have been a "nuisance" to other tenants or neighbors. You have made the apartment unlivable or unfit to live in. You have changed your door locks and have refused to give your landlord a duplicate key. Read more about this rule. You are 7 days or more behind in rent. If the reason is that you have not paid your rent and you are a tenant at will , the notice must include these two sentences: You can still stop the eviction by paying all rent owed even after the landlord takes you

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

to court to get an eviction order. Does the landlord, or their agent, have to give me the "Notice to Quit" in person? In a tenancy at will, the landlord, or their agent, must deliver the 7-day or day notice to the tenant in person. The notice does not have to be served by a sheriff. The landlord, or their agent, must make 3 good faith efforts to hand deliver you the notice. If they still cannot find you after 3 tries, they can mail you the notice and leave a copy at your home. What if I rent my home from my employer? If your landlord is also your employer, they may be able to go to court to evict you without first giving you a written notice to quit. Your landlord must still go to court to evict you. What if I do not move out after I get an eviction notice? Your landlord must go to court to evict you! If you do not move out by the end of the notice period, then your landlord can have you served with court papers. The court case is called a "Forcible Entry and Detainer. The papers say that your landlord is trying to evict you. They ask the court to hold a hearing, to decide if you can be evicted. If you want to fight the eviction, you have a right to be heard in court. A landlord cannot legally evict you without a court order. Here is what will happen: A deputy sheriff will give you court papers: The landlord can have these papers served on you any time after the end of the notice period. The summons will tell you the date, time and place of the court hearing. You must get the papers at least 7 days before the court hearing. The officer must make a good faith effort to deliver the papers in hand at least 3 times on 3 different days. Then the landlord must file an affidavit with the court swearing to the steps they have taken to notify you. If you cannot get a lawyer to help you, go here for more information about evictions. Seek legal advice immediately. If you end up going to the hearing without a lawyer, ask for a recorded hearing. Send a letter to the court ahead of time. Your request should be at least 24 hours in advance. Then ask for a recording again when you get to court. Be on time for your hearing. The Judge may tell you that you must go to "mediation" before having a court hearing. If you do not come to an agreement during mediation, then you will go on to a formal court hearing. At the court hearing the landlord will tell the judge what notice they gave you and why they want to evict you. Then you have a chance to explain why you should not be evicted. Here are some common defenses: Improper notice defense Your landlord must follow all of the notice rules. Most of the notice rules are explained above. If you think that your notice to quit did not meet all of the rules, explain that to the judge. If the judge finds that your landlord did not follow all of the notice rules, then the landlord loses and will have to start the eviction process all over again. This is called a "warranty of habitability defense" because the landlord has broken their promise to rent you a safe home. See Unsafe or Unfit Housing. If the judge finds that the landlord has not fixed serious problems that you told them about, then you can ask the court: To let you out of your lease, OR To let you stay and to pay a lower rent until the landlord makes your home safe. If you stay, the judge will also decide how much back rent you must pay, at the lower rate. Retaliation defense There are laws to protect you if your landlord tries to evict you because you asserted your rights. For example, if you can show that the landlord is trying to evict you because you: If the landlord convinces the judge that they are trying to evict you for some other good reason like causing a "nuisance" , then you may still be evicted.

Chapter 6 : How to Win Without a Lawyer, Legal Self-Help for Pro Se Litigants

In Texas, a landlord can evict a tenant for a variety of reasons, including not paying rent on time or violating a portion of the lease or rental calendrierdelascience.com some cases, a tenant might have cause (legal grounds) to fight the eviction.

Chapter 7 : Do It Yourself Documents (DIYD) - How to Win Your Personal Injury Claim

without a lawyer! In 24 hours you will know how to win step-by-step then enjoy online access for a full year to use my sample forms, review all the classes, take the quizzes, do legal research, and learn from my flowcharts, explanations, and case-winning procedural tactics to win your case!

DOWNLOAD PDF HOW TO WIN YOUR LEGAL RIGHTS AS A TENANT WITHOUT A LAWYER

Chapter 8 : How to Sue for Tenant Discrimination: 15 Steps (with Pictures)

Los Angeles tenant lawyer. If you are a tenant renting a commercial or residential property in the State of California, you have legal rights to protect yourself from unjust and unwarranted landlord claims brought against you.

Chapter 9 : How to Get Child Custody Without Going to Court | LegalMatch Law Library

If you have a lawyer and you win the case, the court can also order your landlord to pay your attorney fees. NOTE: The electric company must determine if tenants are living in a place before cutting off service at the owner's request.