

01 - Landlord Tenant

Many types of landlord/tenant problems are handled by the District Division of the 46th Circuit Trial Court. The jurisdiction of the court is limited to property located within each county and handles such actions as:

- Non payment of rent
- Termination (eviction)
- Health hazard termination (eviction)
- Mobile home park--mobile homeowner just cause termination (eviction)
- Trespassers
- Lock-outs
- Land contract forfeitures and disputes

If you have a question regarding the procedure to begin a landlord/tenant action, you can call the court during business hours. The court clerks cannot give you legal advice. The Court is open between 8:00 am and 4:30 pm., Monday through Friday. In addition, information on mediation can be obtained by seeing the clerk.

If you are renting a home, apartment, mobile home, or some other building from someone, you are a **tenant**. A **landlord** is the person who is renting out the home, apartment, mobile home, or some other building to you. Both landlords and tenants have legal rights.

For what reasons can tenants be evicted from their rental property?

Under the law, tenants can be evicted for not paying their rent, for destruction of property, for not following the rules and regulations spelled out in the lease/rental agreement, engaging in illegal activities, or for creating a health hazard in the rental property.

What procedures does a landlord have to follow to evict a tenant?

Before a case is filed with the Court, there are a number of steps a landlord must take before a tenant can be evicted. A landlord must fill out and issue to a tenant one of two forms--"**Notice To Quit**" or "**Demand For Possession**." These forms can be picked up at the Civil Division window. When filling out these forms, it is important for the landlord to print the tenant's full name and correct address on the form. If delivered by mail, **do not** use the court as your return address. Landlords may not serve notices in person.

What do I do if I receive one of these two legal forms from my landlord?

If you receive a **Notice to Quit** or **Demand for Possession** from your landlord, it means that the landlord wants to regain possession of the property that you are renting. You have within the time frame indicated on the form to correct the situation, pay the rent owed, or move. Failure to comply may result in a case being filed against you in court. You may wish to seek legal advice.

What happens when the seven days or month have expired?

When the time period expires after you have been served with the appropriate papers, a landlord can start legal action against a tenant. When filing these documents, a landlord must have the necessary filing fee and service fee for each defendant, the court copy and one extra copy of the **Notice to Quit** or **Demand for Possession** for each tenant (defendant).

Once the complaint and summons are filed with the clerk, a hearing date will be set, and the tenant (defendant) will receive a copy of the complaint and summons from the court in person or attached to the door of the rental property. A copy of these documents will be sent by the court to the tenant in the mail.

The complaint form will contain information about the case being brought against the tenant by the landlord, including how much rent is owed. The summons will state the case number, the date and time of your hearing, and what your rights and responsibilities are.

What happens when I show up on my court date as either a landlord or a tenant?

On your court date, both the landlord and tenant must check in with the clerk. Remember, both the landlord and the tenant have the right to have an attorney present during this court hearing and to request a jury trial. Any evidence or witness that you believe would support your case should be with you at the hearing.

When your case is called by the court clerk, the judge will hear both sides before making a ruling. If possible, the judge will attempt to get both sides to agree as to how to handle the matter. This is called a **Consent Judgment**, and it must be signed by the landlord and the tenant, as well as the judge. If an agreement is not reached, then the judge will make a ruling either in favor of the landlord or the tenant. This document will contain the actions necessary by the landlord and/or the tenant to satisfy the court's ruling.

What happens if either the landlord or tenant fails to show up for the court date?

Failure of a landlord to show up for a court date will result in the case being dismissed. If a tenant does not show up for the court date, a default judgment is issued by the court in favor of the landlord. If neither person shows up, the case is dismissed.

What if the conditions of the judgment are not followed?

If a tenant fails to follow the requirements of the **Judgment** form signed by the judge, the landlord has the right to request a court order (**Writ of Eviction**) to have the tenant evicted.

How does a landlord request a Writ of Eviction and what does the court do once the request is made?

The **Judgment Order** issued by the court at the hearing spells out the terms that have to be followed by both the landlord and the tenant and the date by which these actions have to be completed. If a tenant fails to obey the requirements of the Judgment by that date, then the landlord can request that the court issue a **Writ of Eviction** ordering the court to evict (remove) the tenant and his/her possessions from the rental property.

This action is started by the landlord filling out and filing the necessary forms at the Civil Division. The landlord must pay the necessary filing fee. Because there is an additional cost to the landlord for the court officer carrying out (executing) the eviction order, the court officer will contact the landlord ahead of time to tell him/her of the cost.

What happens if a Writ of Eviction is approved by the judge?

Once a Writ has been signed by a judge, it can be executed by a court officer that day. Only a court officer has the authority to execute the Writ and remove your possessions from the property. A landlord **cannot** carry out a Writ and evict you.

Can a decision of the court be appealed by either party?

Yes. It is advisable to seek legal advice when considering an appeal to a higher court.

In addition, landlords and tenants wishing to settle their dispute without going to court can seek the mediation process. You can pick up a brochure on mediation from the Clerk.