

My Landlord is Evicting Me

Eviction is a court process. Your landlord cannot simply tell you to leave or serve you with written notice and demand you leave. They must file an eviction lawsuit (“unlawful detainer”) and then follow court procedures.

How does my landlord start the eviction process?

- Your landlord must first give you a written notice saying how you have violated the lease and give you time to fix the violation. The amount of time you have to fix things depends on the type of violation. If you do not fix the violation within a certain time period, the landlord can file an eviction lawsuit, called an “unlawful detainer,” and ask the court for an order to have you removed.
 - If the violation was for not paying rent, the landlord must give you time to pay what you owe or leave voluntarily. **Your landlord will have to give you 5 days to pay or leave.** If you live in federally subsidized housing, like Public Housing, your landlord must give you 30 days to pay or leave.
 - If it was some other violation that can be fixed, such as having a guest stay over too long, the landlord must give you 21 days to fix the problem.
 - If the violation is not remediable, the landlord only has to give you 30 days to leave the property voluntarily.
- Once they’ve filed, they must “serve” you with the lawsuit, delivering you a copy of the court paperwork (“Summons for Unlawful Detainer”). This tells you when and where you are due in court and the amount of money your landlord is seeking, including any late fees, damages, court costs, etc.
- Your landlord can “serve” you by posting a notice on your door, by sending it to you via first class mail or giving it to you in person. The summons is often delivered by a Deputy Sheriff. They can give it to anyone in your household who is over 16 years of age.
- When you initially sign your lease, *your landlord must provide you with a written statement of tenant rights and responsibilities within one month of the effective date of the rental agreement. Your landlord cannot file or maintain any action against you for any alleged lease violation until they have provided that statement.* This protection also applies to you if you are a resident of a mobile home park.
- If your landlord has done these things, saying that you never got or saw your summons is not enough to protect you. The case will move forward. If the landlord has threatened to file, you should be aware that the summons might be coming and tell everyone in your home as well.

How do I get ready for my court date?

- You should always prepare for your court date. You are not required to have a lawyer, but a lawyer can be a big help. Gather any evidence, such as your lease, notices from

your landlord, or any communications between you and your landlord, and any witnesses that may support your case.

- If your witness doesn't want to come to court, you can ask the court to subpoena them. You must do this at least 10 days before your court date. There is a small fee for this, but the court has something called a "Form CC-1414". This is a "Petition for Proceeding in a Civil Case without payment of Fees or Costs". You can also use this for other court fees that you cannot afford.
- If your landlord is suing you for not paying rent, you may be able to avoid an eviction judgment by paying everything that you owe, including late fees, court costs, and attorney fees before or at your court date. This is called the "right of redemption". You may exercise the right of redemption an unlimited number of times unless your landlord owns four or fewer rental units and has given you written notice of a limit on the number of redemptions per lease term. Your landlord must provide an explanation of the right of redemption in any termination notice you receive.
- If your landlord is suing you for not paying rent and the court has entered a judgment against you, you can have one last opportunity to avoid eviction. You can pay everything you owe, including late fees, attorneys' fees, court costs, and sheriff fees, at least 2 days before the Sheriff's eviction. This is called the "extended right of redemption." You may exercise the extended right of redemption an unlimited number of times unless your landlord owns four or fewer rental units and has given you written notice of a limit on the number of redemptions per lease term.
- Your landlord is required to provide the exact amount needed for redemption upon your request.
- If you exercise your right of redemption or extended right of redemption, then your landlord must cancel the eviction and have the judgement marked as satisfied.
- If you exercise your right of redemption or your extended right of redemption and your landlord fails to cancel the eviction anyway, then that is an unlawful eviction.

What will happen if I don't go to my hearing?

- *You should always go to your court date.* If you don't go to court, the court will likely enter a "default judgment" against you, meaning the landlord can move forward with the next step in the eviction process. You will not be arrested for skipping court in an eviction case.

What if I can't go?

- You can ask for a "continuance". Call the Clerk's Office as soon as you know that you cannot make it. Ask for the rules for that court and follow them. It's a good idea to also write and fax a letter to the court explaining why you can't come and need a continuance.
- If you are a military servicemember on leave for active duty, you are entitled by law to a 90-day continuance of any eviction case filed against you.

What happens at court?

- First – Don't Be Late. It's a good idea to be there at least 15 minutes before your hearing. Let the Clerk know that you're there for your case. If you are running behind, call the court clerk to let them know you are on the way.
- The judge will call you and ask whether you admit or deny what the landlord is claiming.
 - If you admit what the landlord is claiming, the court will enter a "judgment for possession", meaning the landlord has legal right to the property and can move forward with the next steps in the eviction process. The court can also include money damages you owe the landlord.
 - If the landlord wins, they can ask the Court Clerk for a "writ of eviction" right away. The "writ" is what tells the Sheriff to schedule your actual eviction. The sheriff must wait 10 days before carrying out the eviction.
 - If you deny what the landlord is claiming, the judge will likely set a trial date for you.
 - If the judge sets the case for trial, they will ask both you and your landlord to put in writing why you feel you are right. Yours is called a "Grounds for Defense" and the landlord's statement is a "Bill of Particulars". This lists why they are seeking eviction and how much money they're seeking. The judge will set a due date for these statements sometime before the trial. If you miss this due date, you can automatically lose your case, even without a trial.
- Sometimes, the judge may ask you and the landlord to step outside and try to work things out.
 - Make sure any agreement you reach with the landlord is in writing; never agree to anything verbally or sign anything unless you are 100% certain what you are agreeing to.
 - Don't leave the court before checking in with your judge to make certain that your agreement is okay with them.
- When your case is heard, all witnesses are sworn in and will speak under oath.
 - Your landlord will go first, but you can question them (and any other witnesses).
 - After that, you and your witnesses will testify. Your landlord can then ask you questions.
 - At the end, you each can make a short closing argument, telling the judge why they should decide in your favor. After hearing everything, the judge will make a decision.
 - If you win, you get to stay in your home as if your case never happened. If you lose, your landlord can move forward with eviction. The losing party has 10 days to appeal the case.

What legal defenses can I use to avoid eviction?

- A lawyer is in the best position to tell you what might make a good defense, and it's a good idea to seek their advice. Some possible defenses include:
 - The landlord didn't give you proper notice and offer you a chance to fix things.
 - You dispute how much the landlord says you owe.
 - You've already paid what you owe, or the landlord refused payment.
 - The landlord is charging you improper late fees or attorney fees.
- Your landlord can only charge you what's included in your lease. Late fees are capped at 10% of your monthly rent or 10% of the total you owe – whichever is less.
- The landlord did not keep the property safe and habitable. If you use this, you have to prove that you notified the landlord in writing about your complaint. To use this defense, you must pay your monthly rent into escrow with the court. You can't use it simply because you're behind on payments.
- The landlord is only evicting you because you complained or used your legal rights. To use this, you must prove that the landlord knows that you complained to them (like a copy of an email exchange), complained to a government agency, or joined a tenant's group before they sued for eviction.

What if I disagree with the judge's decision?

- If you don't agree with the judge's decision, you have 10 days to file for an appeal. This will move your case to a higher court.
- The higher court (Circuit Court) will hear your case brand new under a different judge. You can also ask for a jury trial in Circuit Court.
- To appeal your original case, you must file a "Notice of Appeal" (form DC-475) in the General District Clerk's office. You must pay or get the court to waive the fees of the Circuit Court, and then pay or get the court to waive the Appeal Bond.
- If your case is because you haven't been paying rent, you cannot ask the court to waive your appeal bond. You must pay an appeal bond for the amount of the money judgement, and then continue paying your rent as it becomes due.

I live in subsidized housing. Do all of these rules still apply to me?

- For the most part, the eviction process is the same. If you're in federally subsidized housing, however, you have some additional protections.
- A federally subsidized landlord must have a good reason to evict you. This means not paying rent, not obeying your lease rules, you broke the lease many times in many ways, you broke the law many times and many ways, you've damaged the property, or you're a danger to the health and safety of other tenants.
- If you have a Housing Choice Voucher, let the Public Housing Authority know immediately that you are unable to pay your rent. Give them copies of any

communication between you and your landlord. If you end up being evicted, they have the right to terminate your voucher, and they often will, but you can request a grievance hearing.

- If you think you're being evicted illegally or request a grievance hearing, you can present a defense.
- You can have a lawyer with you, and you should at least speak to one.
- If you lose your hearing and are evicted, you may lose your voucher.
- The landlord cannot make you pay anything that is not required under their "Housing Assistance Payment" contract or for nonpayment of the subsidized portion of your rent.
- If you're in the first year of your lease, the landlord can only evict you if it's your fault, like non-payment of rent. After the first year, the landlord can evict you for other reasons, like their desire to change the use of the property.
- In order to evict you, your landlord has to provide you with written notice, and that notice must include:
 - The reason you're being evicted. *Only these reasons can be used to evict you.*
 - The proposed date for ending your lease.
 - Informing you of your right to present defenses, and the legal aid phone number and website address.
- If you live in traditional public housing, the Public Housing Authority is your landlord. They still must follow all of the federal regulations that handle your housing and the eviction process. If they evict you, however, you may lose your opportunity to receive federally assisted low-income housing and barred from re-admission to subsidized housing for 5 or more years, depending on the circumstances.
- The Public Housing Authority can evict you for any of the reasons listed above for the Housing Choice Voucher program, and you have the same right to a grievance hearing. The window of opportunity for you is short, so pay close attention to the dates and please speak to an attorney.

How about for a mobile home?

- For the most part, the rules are the same as other housing, but there are some special rules for mobile home parks with 5 or more mobile homes.
- When you initially sign your lease, your landlord must provide you with a written statement of tenant rights and responsibilities within one month of the effective date of the rental agreement. Your landlord cannot file or maintain any action against you for any alleged lease violation until they have provided that statement.
- If you lose your eviction case, you have 90 days from the date of the judge's order for possession to leave. You have a few choices:
 - You can simply move your mobile home or sell it. Your landlord cannot interfere with your efforts to sell or move the home, but they can have rules about where you put a "For Sale" sign and how large it can be.

- You can rent your mobile home to someone else, but your landlord must approve this new tenant. The new tenant would then pay you, but you would still be responsible for paying the landlord for the lot rent.
- If you don't pay, the company that finances your mobile home will get notice and will exercise their lien. They will be responsible for any lot charges for 90 days but can then repossess your mobile home. Your landlord will also have a lien on your home for the period that you don't pay rent, but they will be secondary to your lender.
- If you find a buyer for your mobile home, you must give the landlord written notice that you've found someone to purchase the home and they want to continue to rent the lot.
 - The buyer will still have to meet the same qualifications that you did.
 - If they qualify, the landlord can't refuse the sale just because the mobile home is old, and they can't require any repairs that they haven't asked other mobile home tenants to make.
- If you (or a new owner) decide to move the mobile home, the landlord cannot charge you an "exit fee" but can charge you for any damages.
- If you simply abandon your mobile home, the landlord should send "notice of abandonment" and what is owed in rent and other charges to your lender and you. The lender has a lien on the mobile home, which you are responsible for, and they will have a certain amount of time to either remove or dispose of it.

I'm being evicted from a hotel.

- If you have lived in the hotel for 90 days or less and don't have a lease that lasts 90 days, the hotel can evict you by giving you 5 days' written notice. After the 5 days, the hotel can kick you out without taking you to court.
- If you have lived in the hotel for more than 90 days and it is your primary residence, the hotel must go through the court eviction process. If it's for non-payment of rent, they must give you 14-days' notice before taking you to court, and you can pay rent and any late fees or charges within those 14 days and avoid the eviction filing.
 - If you cannot pay within those 14 days, your landlord can file an "unlawful detainer" and take you to court.
 - Much like a home or apartment, your landlord must go through these processes, so it's a wise idea to speak to an attorney.