

Tenant Eviction: What You Should Know as a Renter

You should know that, under eviction law, your landlord cannot simply kick you out of your apartment or other space that you're renting, even if you are behind on rent. In almost all situations, a landlord must obtain a court judgment before evicting a tenant.

In order to evict you from your rental lease, your landlord must first give you adequate notice, normally in writing, that must conform to certain formalities. At this point, you have a few options. First, you can act according to the eviction notice and move out. On the other hand, you can fix whatever defect your landlord has complained about (smoking, pets, late rent...etc) and see if your landlord still wishes to go through with the tenant eviction procedures. Your last choice is to not do anything and continue to live in your apartment. If you choose this last option, your landlord will have to file a lawsuit against you, normally called an unlawful detainer suit, to keep the eviction procedure moving forward. To win this lawsuit, your landlord must prove that you did something in violation of the lease agreement that justifies ending the rental agreement.

Each state has a different standard when it comes to tenant eviction, and there are often many strict procedures that must be followed before a landlord can lawfully evict a tenant. These laws may require a landlord to submit multiple eviction notices or follow other standards. Whatever the case, your landlord must follow the state laws and procedures to the letter in order to lawfully evict you.

Tenant Eviction Notice for Cause

There are, in general, three different types of eviction notices that you may receive if you have violated some part of your lease agreement or rental contract. First, there is the "Pay Rent or Quit" notice. This is basically what it sounds like. Your landlord will typically give you a set number of days to pay rent that is past due. Generally, you will get between three to five days in order to pay rent, or "quit" the lease and move out.

Second, "Cure or Quit" notices are typically sent out to tenants that have violated a condition or specific term in the lease. For example, these notices can be sent to tenants who have pets in rental units that do not allow animals, or to tenants that smoke when there is a clear no-smoking clause in the rental contract. In general, a tenant will have a certain period of time in which to correct their bad behavior or leave the apartment.

Lastly, there are "Unconditional Quit" notices. They are the worst to receive. These notices give no chance for the tenant to correct any wrong and generally leave no doors open to keep the tenancy continuing. Because of the harshness of these notices, state laws limit their use to certain, well defined situations. These notices can, in most situations, only be sent if you have:

- Paid rent late on more than a few occasions
- Violated a term or condition of the lease multiple times and have failed to correct or cure the defect

- Been conducting illegal activities in the lease property, such as making or dealing drugs, or engaging in gang-related activity, or
- Seriously damaged the rental property.

Tenant Eviction Notice without Cause

In some situations, your landlord may ask you to vacate the property even if you have paid all your rent on time and have not behaved in a way that would allow an eviction for cause. Eviction law allows landlords to still ask you to move out, but you must be afforded some extra protections.

First, for eviction notices without cause, the landlord must give you a longer period of notice to vacate, generally 30 or 60 days. This lengthened time period is designed to allow you to find another place to live.

If your apartment is covered by rent control laws, however, you may be entitled to an exception and could prevent your landlord from evicting you without cause entirely. Some state laws require a landlord to be able to prove a legally recognized reason for termination of the lease on rent controlled apartments. These statutes are called "just cause eviction protection," and make it so that landlords can only evict for certain, specified reasons.

Lawsuits for Eviction

If you have not moved out or fixed the defect in the lease after receiving a notice to vacate, the landlord must go forward with a lawsuit to remove you from the property. In order to do so, the landlord must properly serve you with a copy of the complaint as well as a summons to go forward with evicting you.

Defenses That You Can Use

When you have appeared in court, you have several possible defenses that you can use to possibly thwart your landlord's lawsuit for eviction. You can point out that you have already fixed the defects in the rental agreement and that eviction is no longer warranted. Alternatively, you could show that the landlord did not follow proper eviction procedures or that you withheld rent because your landlord failed to make necessary repairs to the property after repeatedly being informed of the dangers.

When the Sheriff Comes for You

If the landlord wins the eviction lawsuit against you, he cannot simply come in and place your things on the street outside the place. Instead, he must go to the local sheriff with the court order, pay a fee and have the sheriff come remove you. The law enforcement officer will come to your house to inform you that they will be back in a few days to escort you off the property. Hopefully by then you will have a moving truck ready and a few friends to help you pack.