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Does a 3 day eviction notice have to be notarized

Question: Judge, does my landlord have to have a permit to rent out a room even though he is also my stepfather? Does an eviction notice have to be notarized and what can I do if it's not? What can I do if my landlord won't fix my bathroom sink or the a/c (we have no a/c at all)? Can I sue him for anything? The Judge's Answer: No. A landlord (whether a relation or not) does not need a permit to lease space. An eviction notice does not have to be notarized just signed by the landlord or an agent of the landlord. You may send your landlord notice to repair the premises and give him reasonable time to repair it. If he fails to repair it, you may repair the premises and sue him for the cost of repair or the court could reduce the amount of your rent until the repairs are made or award you money damages. The California Eviction Process requires that the landlord has given proper notice and if the tenant doesn't voluntarily move out, the landlord can evict the tenant. In order to evict the tenant, the landlord must file an Unlawful Detainer Lawsuit in Superior Court. In an eviction lawsuit, the landlord is called the "plaintiff" and the tenant(s) is called the "defendant." Call us today! California Eviction Process: Unlawful Detainer Lawsuit An unlawful detainer lawsuit is a "summary" court procedure. 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. California State Eviction Laws mandate that landlord must use this court statutory process to evict the tenant; the landlord cannot use self-help measures to force the tenant to move. For example, the landlord cannot physically remove or lock out the tenant, cut off utilities such as water or electricity. The landlord cannot remove outside windows or doors, or seize (take) the tenant's belongings in order to carry out what the law calls a "Self Help Eviction". If the landlord uses unlawful methods to evict a tenant, the landlord may be subject to liability for the tenant's damages, as well as penalties of up to \$200 per day for the time that the landlord used the unlawful methods. 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. If the court decides in favor of the tenant, the tenant will not have to move, and the landlord may be ordered to pay court costs (for example, the tenant's filing fees). The landlord also may have to pay the tenant's attorney's fees, if the rental agreement contains an attorney's fee clause and if an attorney represented 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. If the tenant does not leave by the end of the fifth day, the writ of possession authorizes the sheriff to physically remove and lock the tenant out, and seize (take) the tenant's belongings that have been left in the rental unit. The landlord is not entitled to possession of the rental unit until after the sheriff has removed the tenant and put the landlord back in possession of the property. The court also may award the landlord any unpaid rent if the eviction is based on the tenant's failure to pay rent. The court also may award the landlord damages, court costs, and attorney's fees (if the rental agreement or lease contains an attorney's fee clause and if the landlord was represented by an attorney). If the court finds that the tenant acted maliciously in not giving up the rental unit, the court also may award the landlord up to \$600 as a penalty. The judgment against the tenant will be reported on the tenant's credit report for seven years. What Happens after the Tenant is served with the Unlawful Detainer Lawsuit During the Eviction Process? The Uncontested Case = No Court Appearance In about half of the cases in a California Eviction Process, the tenant will not respond to the unlawful detainer lawsuit so that the landlord can have a judgment for possession entered by the Court. Once the court clerk enters the judgment for possession, the case is sent to the Sheriff's office for lockout proceedings. The Sheriff goes to the property and posts a 5-Day Notice To Vacate on the front door. 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. Call us today! The Contested Case = Court Appearance(s) Some tenants may have legitimate defenses to an unlawful detainer action. In those cases, the tenant should win the case against the landlord if there are glaring deficiencies in the landlord's paperwork or serious habitability problems with the premises. 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. Many times, the tenant will not even bother to mail a copy of the answer or other motion to the Landlord's attorney in an effort to "sandbag" them. It is frustrating to be involved with a tenant who pulls these legal tricks and maneuvers but the California court system allows tenants to file the following response/motions regardless of whether there is any merit or truth in them. California Eviction Process: When does the 3-day Notice Expire? It's important to know when the 3-day notice to vacate expires during the eviction process in California. 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. VERY IMPORTANT: Please note that if the last day falls on a court holiday, the tenant is given an extra day to comply. Example: a 3-day notice served on January 2nd is improper because January 1st is a legal holiday so that the rent is not late if paid on January 2nd. A Notice Served on Will expire at midnight on Monday Thursday Tuesday Friday Wednesday Monday Thursday Monday Friday Monday Saturday Tuesday Sunday Wednesday What happens when the Notice Expires? If there has been no compliance by the tenant with the Eviction Notice, then the Landlord must commence an unlawful detainer lawsuit "eviction". The Landlord cannot simply change the locks or take possession of the premises without a Court order or a voluntary surrender of the premises by the tenant Call us today! For More information on the California Eviction Process Do you need more information on the California Eviction Process before you choose to proceed with evicting a tenant? Reach out to the eviction experts at Express Evictions for more information on the process and on how we can help. California Eviction Process Flowchart When common problems like mold, pests, or repairs arise, many tenants fear retaliation from their landlords if they complain. Section 92.331 of the Texas Property Code describes unlawful landlord retaliation, noting: A landlord may not retaliate against a tenant by taking an action described by Subsection (b) because the tenant: (1) in good faith exercises or attempts to exercise against a landlord a right or remedy granted to the tenant by lease, municipal ordinance, or federal or state statute; (2) gives a landlord a notice to repair or exercise a remedy under this chapter; (3) complains to a governmental entity responsible for enforcing building or housing codes, a public utility, or a civic or nonprofit agency, and the tenant: (A) claims a building or housing code violation or utility problem; and (B) believes in good faith that the complaint is valid and that the violation or problem occurred; or (4) establishes, attempts to establish, or participates in a tenant organization. Under this law, a landlord may not retaliate by: Section 92.333 goes on to describe what remedies a tenant may pursue, including, "a civil penalty of one month's rent plus \$500, actual damages, court costs, and reasonable attorney's fees in an action for recovery of property damages, moving costs, actual expenses, civil penalties, or declaratory or injunctive relief, less any delinquent rents or other sums for which the tenant is liable to the landlord." What is Eviction? Eviction is a legal procedure a landlord uses to get you out of your home. If you do not pay your rent, your landlord can have you evicted. To evict you legally, the landlord must follow certain steps. What are the steps in an eviction for non-payment of rent? Landlord gives you written notice Five-day grace period Landlord files suit You are served with summons Court hearing Judgment Move-out period Landlord takes back the property THE FIRST STEP - WRITTEN NOTICE Before filing an eviction case in court, the landlord must give you written notice to pay your rent. The notice does not need to be notarized or be written in any special form. The notice does not need any special language. Often, the notice tells you to pay your rent within a certain time or move. The landlord must give you the notice in one of three ways: The landlord can hand you the notice in person; If you cannot be found, the landlord can give the written notice to any family member over 15 years old who lives in your home; or If no one is at the home, the landlord can post the notice on your door and send you a copy by certified mail. THE SECOND STEP - GRACE PERIOD After you get the notice, you have a 5-day grace period before the landlord can evict you. If you live in public housing, you have a 14-day grace period. If you pay the landlord all of the money you owe before the end of the grace period, then you cannot be legally evicted for non-payment of rent. If you pay your rent during the 5-day grace period, make sure you get a receipt that shows the date you paid, the amount paid, and that you have "paid in full." You want to be able. The receipt proves you paid if the landlord still tries to evict you. If you cannot pay your rent within the 5-day grace period, decide whether you want to pay your rent at all. You may want to use the money you have to pay for your move. If you pay your rent after the 5-day grace period has expired and you want to stay, make sure you get a receipt that says "landlord agrees not to seek eviction." Remember, if you cannot pay your rent before the grace period ends, get out as quickly as you can. Do not waste time. THE THIRD STEP - STARTING AN EVICTION LAWSUIT The landlord must file a lawsuit in court to force you out of your home. An eviction lawsuit is called a "Forcible Entry and Detainer" action. Usually, the landlord files the lawsuit in Small Claims Court. After the landlord files suit, you will receive notice of the lawsuit and get a chance to appear in a court hearing before a judge. The landlord can ask the judge for any and all of the following: All the rent owed plus late charges; The cost of repair to the property; Any other costs which result from your failure to pay rent; Court costs; and, Attorney fees. The judge may order you to pay these costs in addition to evicting you from the property. THE FOURTH STEP - SUMMONS (NOTICE) The Summons is your notice that an eviction hearing is set for a certain time and date. If you get the Summons less than three days before the hearing date, you can ask the judge to reschedule the hearing. If the judge agrees to reschedule, you will have a few more days to move out or get legal help. The landlord must deliver the Summons and copies of all the papers filed in the lawsuit. When the papers are delivered, they have been "served." You can be served in one or more of the following ways: In person by a process server or a sheriff's deputy at least 3 days before the hearing date; If you are not home, the papers may be left with anyone over 15 years old who lives at your home; By certified mail, restricted delivery, return receipt postmarked at least 3 days before the hearing date. If you can not be found, service can be by publication in a newspaper of general circulation in the county in which you live; or You can be served by having the sheriff or private process server post the summons on the property at least five days before the hearing and sending you a copy of the summons by certified mail, with a return receipt postmarked at least five days before the hearing date. Notice by publication or by posting allows the landlord get the property. However, if you fail to show up for the hearing, the judge cannot award money damages against you. THE FIFTH STEP - HEARING Many times the judge will ask you to try and work things out with the landlord before the hearing. If you and the landlord reach agreement, both of you should tell the judge or the judge's clerk that you have settled your dispute, and what your agreement is. Do not leave the courthouse before you tell the judge about your agreement. Do not rely on the landlord to tell the judge for you. If you and the landlord cannot agree, then there will be a hearing. At the hearing, the judge will ask if you got notice and if you paid your rent. Tell the judge if you did not get the written notice or if you paid your rent in full during the grace period. Then show the judge your receipt. THE SIXTH STEP - JUDGMENT If the landlord followed the steps and you owe money for rent, the judge can order you to move immediately. The judge may also enter judgment against you for past due rent, damages, court costs and attorney's fees. Once the landlord has a judgment against you, he or she can garnish your wages or bank account to pay what you owe. THE LAST STEP- MOVING OUT The landlord must give you a 2-day (48 hour) notice to move out after the hearing. The landlord can give you the notice or send the sheriff to give the notice to you. It is extremely important that you move out before the two days are up. If you do not move out within the two days and the landlord takes back the property, you risk losing everything you have left in the home. If you are pressed for time, take your important papers and most valuable things first, along with any personal property you cannot replace. The landlord can lock up anything you leave, throw your belongings out on the curb, or put things into storage. The landlord can also charge you storage costs. If you do not pay the storage costs, the landlord or the storage company can sell your property. Contact an attorney if you have specific concerns about your situation or for further information about evictions.

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