



NEIGHBORHOOD
LEGAL SERVICES, INC.

The Eviction Process Under the Housing Stability and Tenant Protection Act of 2019

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Unlawful Eviction

- It is unlawful for a Landlord to evict or attempt to evict a Tenant by:
 - Using/threatening force
 - Interfering/intending to interfere with or disturb the comfort, repose, peace or quiet of Tenant to provoke tenant to move
 - Preventing/intending to prevent Tenant's occupancy by methods such as removing Tenant's possessions, removing door to premises, rendering locks inoperable or changing the locks
- Now a **Class A Misdemeanor** and subject to civil penalties of between \$1,000.00 and \$10,000.00, with up to an additional \$100.00 penalty per day for failure to take reasonable and necessary actions to restore Tenant to occupancy upon request (not to exceed 6 months)



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Common Grounds for Eviction in Summary Proceedings

1. Holdover
2. Nonpayment

*There are other grounds, but these are the most common



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Notice Requirement for Nonrenewal

1) Nonrenewal of One-Year

Lease:

- a) **60 day** notice for nonrenewal for first two years
- b) **90 day** notice for nonrenewal for over two years

2) Nonrenewal of

Month-to-Month:

- 30 days – less than 1 year
- 60 days** – 1 to 2 years
- 90 days** – over 2 years



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Notice Requirement for Termination Based Upon Breach of Lease

- Depends upon terms of the Lease
- Lease must allow for early termination
- Beware of “Objectionable Tenant” provision



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Notice Requirements for Nonpayment Evictions

- 1) Notice by certified mail after rent not received within 5 days of due date;
and
- 2) **14 day written demand** to pay or quit

*Payment by Tenant prior to expiration of 14 day notice must be accepted



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Starting Summary Proceedings

Notice of Petition and Petition served
on **10 – 17 day** notice to Tenant



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Adjournments

- Only by request
- Only with triable issue of fact
- If requested, Court **must grant** at least a 2 week adjournment



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Limitations of Fees in Money Judgment

- Cannot recover attorney's fees when Tenant defaults
- No fees, charges, or penalties other than rent may be sought in eviction proceedings



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Eviction Warrants

Sheriff delivers warrant to Tenant
with at least **14 day** notice to return



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Warrant Vacated Upon Payment

- Nonpayment evictions only
- Tenant pays full rent due before Sheriff evicts pursuant to warrant
- Exception if Landlord can establish bad faith



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Stay of Eviction Warrant

- Permitted where:
 - Tenant cannot secure suitable housing within same neighborhood after due and reasonable effort; or
 - Tenant would experience extreme hardship
(e.g., serious ill health, exacerbation of ongoing condition, child's enrollment in school)
- Tenant must deposit or make installment payments for rent during stay (may also include unpaid rent due prior to court)
- May be up to 1 year



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Stay to Cure Breach

- Where eviction based upon Tenant breaching provision of lease
- 30 day stay of issuance of warrant to allow Tenant to cure breach



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Tenant's Right to Inspection

- Landlord must offer Tenant the option to inspect before move-in
 - If Tenant accepts, Tenant and Landlord **shall create written agreement** regarding the condition of the property
- Landlord must provide **written notice** to Tenant of right to request and be present for inspection before end of tenancy
 - If Tenant accepts, inspection must occur no earlier than two weeks and no later than one week before end of tenancy
 - Landlord must give at least 48 hours notice of date/time of inspection
 - Landlord must provide itemized statement of damages after inspection
 - Tenant shall have opportunity to fix the damages before the end of the tenancy



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Security Deposits

- Cannot exceed 1 month rent
- Entire amount refundable except for itemized costs due to:
 - Nonpayment of Rent
 - Damage beyond normal wear and tear
 - Unpaid utilities charged to landlord
 - Moving/storage of tenant's belongings
- Itemized list and remaining balance to tenant due **within 14 days** of move
- If Landlord fails to provide itemized list within 14 days, he/she cannot keep any portion of the security deposit