

Eviction Process cont.

If either the landlord or the tenant does not agree with the decision the District Justice reaches at the hearing, an appeal can be taken to the Berks County Court House, Photo notary's office within ten (10) days after the District Justice make his decision. If either the landlord or the tenant does not attend the hearing he/she will receive notice from the District Justice which says what the District Justice's decision was and on what date the decision was entered.

4. Order for Possession— if the landlord wins a judgment for possession, which means the tenant must move, the landlord can then enforce the judgment. This means that no sooner than fifteen (15) days after the District Justice makes his decision and enters the judgment for possession, the landlord can have the constable give the tenant an “Order of Possession”. This Order of Possession is a notice telling the tenant that unless the tenant is out of the property by a date set on the notice (no sooner than fifteen (15) days after the date the tenant receives the notice) the Constable can forcibly set the tenant and his/her belongings out of the house or apartment. This is a total of at least thirty (30) days after the judgment for possession was entered.

If the Constable has to forcibly evict the tenant, and the tenant has not arranged for a place for his/her furniture and belongings, the Constable or landlord can store the furniture and belongings at a storage company at the tenant's expense. A tenant must pay any storage bill before getting his/her furniture and belongings back. If the tenant does not pay the storage bill or make arrangements regarding the furniture and belongings, they may be sold by the storage company to pay the storage bill.

THE LANDLORD MAY NOT HOLD THE TENANT'S FURNITURE OR PERSONAL BELONGING OR SELL THEM TO PAY BACK RENT.

Eviction Process cont.

Whenever the landlord sues the tenant, the tenant has the right to defend against the landlord. **IF THE TENANT HAS A GOOD REASON TO DEFEND AGAINST THE LANDLORD'S SUIT, THE TENANT SHOULD MAKE EVERY EFFORT TO DO SO, EVEN IF THE LEASE SAYS THE TENANT HAS NO RIGHT TO DEFEND. IF THE TENANT DOESN'T GO TO THE HEARING, THE LANDLORD WINS BY DEFAULT.**

WHAT ARE IMPROPER METHODS OF EVICTION?

Sometimes a landlord will tell a tenant to move right away, or next week, or threaten to get the Sheriff to throw the tenant out, change the locks, shut off the tenant's electricity, etc.

The landlord must legally follow the eviction procedures through the District Justice's office. If the landlord tries any other methods, the tenant should see a lawyer immediately to protect their rights. When visiting an attorney, a tenant must always remember to take the lease, rent receipts, notices, complaints, and any other written documents that are applicable.

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CITY OF READING HUMAN RELATIONS COMMISSION



Eviction Process



**This is intended to serve as a guide only.
For legal advice consult an attorney**

Eviction

An eviction is the only legal way for a landlord to force a tenant to leave an apartment or house. Eviction requires a court proceeding. The length of the process will vary depending on the circumstances of the eviction. Eviction is a legal action started by the landlord or owner of a property in order to force the tenant to move out the property. An eviction is usually the result of a violation of the lease.

When can a landlord evict a tenant?

1. The term for which the property was rented is over.
2. The tenant is behind in the rent; or
3. The tenant has breached (broken) some clause of the lease.

What is the proper eviction procedure?

1. **The Eviction Notice**– the Landlord must give the tenant written notice of the reason for the eviction and the date that the landlord wants the tenant to leave. Caution: A tenant with a written lease should read the lease carefully to see whether or not he/she has given up the right to receive this eviction notice. The eviction notice must be personally delivered to the tenant or posted on the dwelling. An eviction notice, sent by mail is probably not enforceable. A written lease may state how many days notice must be given by the landlord before the landlord can evict. If the lease does not state how much notice is required, the general rule is as follows:

WHAT IS THE PROPER EVICTION PROCEDURE? (cont.)

If the term has ended, or if the landlord claims the tenant has breached the lease, the landlord must give the tenant thirty (30) days notice. If the eviction is for non-payment of rent, the landlord has to give the tenant ten (10) days notice. If the tenant is not out of the property by the end of the eviction notice, the landlord must follow the procedure through the District Justice's office as set forth in paragraphs 2, 3, and 4 below.

2. **Complaint**– The landlord files the complaint with the appropriate District Justice's office, and the landlord receives a copy of the complaint. A copy of the complaint will be served on the tenant by the constable, who may hand the tenant the Complaint or tape the complaint to the door of the property. The tenant will also get a copy of the same complaint through the mail. The complaint says that a hearing will be held at the District Justice's office on a particular day and time. The tenant should tell the District Justice if the tenant intends to come to the hearing and present his/her side of the case. The complaint can request possession of the property and may ask for back rent or damages. If the tenant has a claim to file against the landlord, this claim, called a "counterclaim" may be filed before the hearing. Both complaints will then be heard at the same time.



3. **The hearing**– At the hearing, both the landlord and the tenant will be put under oath to tell the truth. Either may have a lawyer to present his/her case. The landlord will then take the stand and present his/her case.



When the landlord is finished testifying, the tenant can cross-examine the landlord– in other words, ask the landlord any questions the tenant may wish to ask about the case. When the landlord is finished presenting his/her case, the tenant takes the stand and presents the tenant's side of the case. Again the landlord has the right to question the tenant after the tenant has presented his/her case. Both the landlord and tenant have the right to bring any papers, pictures or other evidence which is important to prove their case. Either one can also bring any witnesses they may have.

The District Justice will decide whether or not the landlord is entitled to a judgment for possession of the property. If the landlord wins his/her case, he/she will get a judgment for possession and the tenant must move out. If the tenant wins, the tenant may stay. The District Justice may also decide whether or not either the landlord or the tenant owes the other any money.