

EVICTIONS / WRIT OF POSSESSION

TYPES OF EVICTION:

(Property owner should seek legal advice to determine appropriate procedure and obtain forms)

- A. Failure to Pay Rent.
 - a. Three day notice of intent to terminate lease/notice to quit.
 - b. Forcible entry and detainer notice.
 - c. Writ of possession.

- B. Violation of Lease.
 - a. Seven day notice to correct violation or lease termination.
 - i. For mobile homes 14 day notice to correct violation or lease terminates in 30 days.
 - b. Three day notice to quit.
 - c. Forcible entry and detainer notice.
 - d. Writ of possession.

- C. Clear and present danger.
 - a. Three day notice to quit for clear and present danger.
 - b. Forcible entry and detainer notice.
 - c. Writ of possession.

- D. Stay over after lease expired.
 - a. Three day notice to quit.
 - b. Forcible entry and detainer notice.
 - c. Writ of possession.

- E. Other reasons landlord wishes to terminate lease.
 - a. 30 day notice from next periodic rental date.
 - i. 60 day notice for mobile homes.
 - b. Three day notice to quit.
 - c. Forcible entry and detainer notice.
 - d. Writ of possession.

- F. No rental agreement but possession established (family member, guest, significant other or squatter)
 - a. Three day notice to quit.
 - b. Forcible entry and detainer.
 - c. Writ of possession.

PROCEDURES FOR SERVICE

A. Initial notice of intent to terminate lease or notices to quit.

1. Notice may be brought to the Sheriff's Office for service. Deputies will serve any and all notices per instructions given by the Plaintiff. Plaintiff is responsible for Sheriff's Fees. Each notice is \$15.00 to serve. Mileage fees will be charged for each service attempt subject to IRS allowable rates. Copy fee of \$0.50 per page. Fees are required to be paid up front which will include one service attempt. If more than one service attempt is conducted additional mileage fees will be charged.

When served by the Sheriff's Office a Return of Service will be forwarded to the Court for verification and documentation of said Service. Services done by the Sheriff's Office will ensure that your eviction process will continue per Court requirement.

2. However, notice can be served by the Plaintiff upon the Defendant (renters) themselves or by certified mail. If you choose to serve notice yourself understand that you are solely responsible for providing notification to the Court that timely service was completed. Notice should be served upon all known adult tenants.

3. If the plaintiff suspects additional unknown adult tenants Plaintiff may want to consider adding the phrase "and all other parties in possession" to the notice.

B. Forcible Entry and Detainer Notice.

1. Must be served by the Sheriff's Office. Our fees for service of a Forcible Entry and Detainer Notice is \$15.50 plus mileage.

C. Writ of Possession.

1. When the clerk of court receives a ruling on a forcible entry and detainer action in your favor you will need to request that the clerk issue a Writ of Possession to the Sheriff. It will not be done automatically.

2. Contact the Sheriff's Office, civil division, at 712.852.3535 between 8 a.m. and 4 p.m. Monday through Friday to schedule an eviction time. We will not schedule an eviction for the same day you have contacted us. We do not have staff available to do evictions on the weekend. The eviction must be completed by 4 p.m. so we will schedule with that goal in mind. We will not conduct an eviction during inclement

weather which includes, rain, snow, excessive cold/heat or during period of high wind or any other unforeseen weather situation. The Sheriff's Office will make the determination if the eviction process will continue based upon the current weather and weather forecast. If the Eviction has to be cancelled or postponed due to any weather situation the Sheriff's Office will attempt to notify the Plaintiff and Defendant by phone numbers provided to us by the Plaintiff. Therefore it may be advised to contact the Sheriff's Office the morning of the eviction to check the current status of said scheduled Eviction.

3. The sheriff's office will be delivering a copy of the writ along with a courtesy letter stating the date of the eviction to the address of the defendant. It is not necessary to serve this letter on the defendant so we will post it on the door if no one is available to receive it. There is no charge for this service.

4. The day of the eviction we will expect the plaintiff or his agent to check the location to see if the defendant has vacated voluntarily. Please call our office to either confirm or cancel the eviction. We will not respond until we hear from you. If you discover that the defendant has vacated previous to the eviction date please inform our office so we can use that time for other purposes.

5. At the time for the eviction we will expect the plaintiff to provide enough manpower to complete the eviction in approximately one hour. We recognize that unusual situations requiring more time will occur occasionally. If the plaintiff comes to the eviction grossly understaffed we will reschedule for a time that enough staff can be provided. Our function is to provide the authority, keep the peace, and direct the procedure.

6. We request that the plaintiff provide enough boxes and large trash bags to facilitate efficient moving of property. If a waterbed needs to be drained we may request that you bring a pump in the interest of time. It is recommended that you wear protective gloves and keep in mind the danger of sharp objects and blood borne pathogens. The eviction may be postponed by the sheriff if weather conditions are severe.

7. We have the plaintiff move the property to the area where garbage pickup is done. If this is not feasible alternatives should be arranged in advance whenever possible. Be prepared to deal with abandoned vehicles through your local law enforcement agency at the time of the eviction.

8. We will expect the plaintiff to remove all property/garbage from the location, including any storage areas or garages. We will not be involved in determining what is valuable and what is not. If the defendant vacates voluntarily it is up to the plaintiff to decide if they want to have our office stand by while any remaining property is removed. If the eviction procedure is cancelled the plaintiff accepts any liability for property left behind.

9. Our fees for service of a Writ of Possession (an eviction) are \$15.50 plus mileage.