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a professional mediation. If your reason for evicting the tenant is something clear like non-payment of rent, a mediation may not work. But for a dispute that is less obvious, you may want to consider a mediation session. Mediation is a form of alternative dispute resolution that is often successful in resolving legal action and costs.[11]Contact your housing court or city hall to try to locate a mediation service. Many housing courts or housing authority offices will offer free or low cost mediation services to resolve landlord-tenant disputes. Advertisement 1Ask an unwanted guest to leave. This seems obvious, but many people in this situation might skip the obvious first step and jump to legal action. If you have a friend or family member who is staying beyond his or her invitation, you should very simply ask him or her to leave. You can be polite and even allow some time to prepare to go, but you should be clear and firm in your expectation.Say something like, "I've enjoyed having you here, but I believe it is time for you to move on. Please make arrangements to move out by next Friday."This applies equally to your own children, if they have grown but have not moved out yet. If you believe it is time for them to move on and become self-reliant, have a conversation and tell them it is time to go.[12]2Determine whether a legal lease or tenancy exists. If you have a formal written lease agreement, then it makes no difference if the tenant is a friend or relative. You must still comply with state and local law regarding evictions. However, more likely, you have let someone stay in your place, and they have overstayed their welcome, without a written agreement. In some cases, under state law, a legal tenancy may still exist.If the friend or relative has contributed to living costs, food or utilities, these payments could be considered rent. Under state law in some states, this could be enough to create a legal tenancy. You will need to consult with a local real estate attorney.3Proceed with legal eviction notices, if a tenancy exists. If you decide that a legal tenancy has been created, or if you just want to be cautious, you should proceed with the steps toward a formal eviction. That would include writing and delivering an eviction notice as outlined here. In such a case, you would treat the individual's tenancy as a month-to-month tenancy for 30 days at a time. This will help determine the amount of notice time you must provide.4Proceed with an unlawful detainer hearing. This is a hearing in court, in which you present the facts to a judge and ask for an order for the individual to leave. You will need to prove that you are the owner of the property and that the friend or relative has no legal right to remain in the property.If you succeed at the unlawful detainer hearing, the judge will issue a date for the friend or relative to leave the property. If he or she does not leave by that time, you will be able to contact the local sheriff, show him or her the order, and the sheriff will remove the individual by physical force if necessary.5Consider applying for a protective order. If the friend or relative is abusive toward you and makes you fear for your safety, you can go to court to request a protective order. If applicable, a protective order can be granted immediately, without any of the waiting periods connected with eviction.If you are successful in obtaining a protective order, it is advisable to proceed with formal eviction steps anyway. Even though the individual is out of the house, you should send a formal eviction notice and follow the remaining steps to make the eviction final.6Engage in self help if you are sure there is no legal tenancy. If you are certain that the person in your house has no legal tenancy right (you should consult with an attorney before reaching this conclusion), you may engage in what is called self help. You are allowed to take whatever steps you consider necessary to get the person out of your home. These may include changing the locks or moving his or her property to a commercial storage facility.Be careful if you choose to take these actions. If you are wrong about the tenancy, you could be facing a lawsuit against you for wrongful eviction. If you engage in self help to remove property, the individual could charge you with damaging or losing any property. You should be careful to keep an inventory and have a witness when dealing with other people's property in this way. Advertisement Ask a Question Advertisement Thanks Thanks Advertisement Thanks Advertisement This article was co-authored by Clinton M. Sandvick, JD, PhD. Clinton M. Sandvick worked as a civil litigator in California for over 7 years. He received his JD from the University of Wisconsin-Madison in 1998 and his PhD in American History from the University of Oregon in 2013. This article has been viewed 562,615 times. Co-authors: 20 Updated: January 1, 2025 Views:562,615 Categories: Tenant Eviction PrintSend fan mail to authors Thanks to all authors for creating a page that has been read 562,615 times. "The article provided was very informative and explained each step in detail. Thank you for the free services provided."..." more Share your story Enjoy sharper detail, more accurate color, lifelike lighting, believable backgrounds, and more with our new model update. 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An evictioniswhen a landlord requirsa tenant to move outof a rental unit. The eviction process starts when the landlord serves an eviction notice and ends when the tenant moves out. Learn the rules and processes for evictions.English!Franais On this page Reasons for evicting a tenant A landlord can only end a tenancy in specific situations under the Residential Tenancy Act (RTA). These reasons include if a tenant does not pay their rent or damages the landlords property, and if the landlord intends to move into the rental unit. Learn more about the types of evictions Landlord rules for servingevictions If a landlord wants to evict a tenant for one of the allowed reasons under the RTA, they must serve an eviction notice to the tenant. Landlords must follow certain rules when serving an eviction notice. Eviction notices must be served on the correctRTB eviction form. Eviction forms must be in writing and: Be signed and dated Contain the address of the rental unit State the date the notice takes effect Give a reason for the notice Landlords must also followthe timeline guidelines when giving an eviction notice. Depending on the cause of eviction, landlords must give tenants a specific amount of notice before the eviction takes effect. Landlords must also give tenants time to dispute the notice. For example, if a landlord wants to evict a tenant because the tenant did not pay their rent, the landlord must give 10 days notice, and tenants have 5 days from the date the notice is received to dispute the notice. Learn more about thetimelines to dispute an eviction noticeAn eviction notice must be served in person, by mail, by leaving it in a mailbox or mail slot, or by attaching to the door of the home address. Email can only be used if the tenant provided an email for service. Eviction notices cannot be served by text message. The eviction notice must describe legal reasons for eviction under the RTA. If a tenant appliesfor dispute resolution, the landlord must provide evidence to justify the eviction to an arbitrator. This evidence can include witness testimonies, documents or pictures to prove the reason for eviction. The Landlord must share the evidence with tenants at least 7 days before the hearing. Communication during evictions The landlord should take responsibility and talk to the tenant about the move-out date. If the landlord and tenant agree to change the move-out date, the agreement should be in writing. Landlords must give tenants the required opportunities to inspect the rental unit and provide a copy of the completedCondition Inspection Report (PDF, 1.6MB)- RTB Form 27 See tips and conditions formoving out of a rental Tenant disputes the eviction notice If a tenant does not believe that the landlord met their obligations when serving the Notice to End Tenancy, the tenant candispute the evictionduring the required timelines.If the tenant disputes the notice with the Residential Tenancy Branch (RTB), the RTB will schedule a hearing. The notice is suspended until the hearing. Learn more about disputing an eviction Landlords must give tenants the required opportunities to inspect the rental unit and provide a copy of the completedCondition Inspection Report (PDF, 1.6MB)- RTB Form 27 See tips and conditions for moving out of a rental Tenant does not dispute the eviction notice If a tenant does not dispute the eviction notice, the tenant must move out of the rental unit by 1 p.m. on the day the tenancy ends. If a tenant continues to occupy the rental unit after the tenancy has ended, they are called an overholding tenant. A landlord mustfollow five steps to remove an overholding tenant: Apply for dispute resolution with the RTB to request an Order of Possession If the landlord was successful with the RTB, serve the tenant with a copy of theOrder of Possession Wait for the 2-day review period to expire.(If the tenant files anApplication for Review Consideration (PDF, 332KB)- RTB Form 2during the 2-day review period, the RTB will put the Order of Possession on hold. The landlord must then wait to see if the review is in their favour before moving on to the next step) Take the Order of Possession to the BC Supreme Court and get aWrit of Possession Use the Writ of Possession to hire acourt-approved bailiffto remove the tenant and their belongings The police do not have the authority to evict tenants on their own, buta court-approved bailiff may ask the police to attend an eviction to keep the peace while a tenant is being removed.If a tenant stays past the move-out date listed on an eviction notice or Order of Possession, they may end up owing their landlord some money and be responsible for other costs. A landlord can apply for an order of possession if a tenant does not dispute the eviction notice through the participatory hearing process or through the direct request process, in specific situations. Eviction in emergency situations A landlord can apply to the RTB to end a tenancy early without serving an eviction notice in urgent situations when the tenant or a tenants guest has committed a very serious breach of the RTA. These applications are scheduled for an expedited hearing. The RTB tries to schedule expedited hearings within 12 days from the date the application is made. Learn more about the circumstances that qualify as an emergency situation The RTB has developed an information sheet to help landlords determine whether to apply for an early end to tenancy or serve an eviction notice. Resources I need helpEviction letters are a crucial part of the eviction process, serving as a formal notice to a tenant that they must vacate the property. In this guide, Ill share my personal insights, offer tips from my experience, and provide three unique templates to help you write an eviction letter that works.Key TakeawaysKey PointsDetailsPurpose of Eviction LetterTo formally notify a tenant to vacate the property.Legal ComplianceMust adhere to local laws and regulations.Clear CommunicationClearly state the reason for eviction and the required actions.Three Unique TemplatesDifferent templates for various eviction scenarios.Tips from ExperiencePractical advice from real-life eviction cases.Persuasive WritingHow to make your letter effective and legally sound.Real-Life ExamplesIllustrative examples to guide you through the process.Why Eviction Letters MatterAn eviction letter is not just a formality; it is a legal requirement that protects both the landlord and the tenant. A properly written letter ensures that the eviction process begins on solid legal ground, reducing the risk of disputes and potential court complications.Personal Tips for Writing Effective Eviction LettersUnderstand the Legal Requirements: Each jurisdiction has specific laws governing eviction notices. Make sure you know the required notice period and the exact wording necessary to comply with local regulations.Be Clear and Concise: Clearly state the reason for eviction and the date by which the tenant must vacate the property. Avoid ambiguous language. Stay Professional and Respectful: Even if the situation is tense, maintaining a professional tone can help de-escalate potential conflicts.Document Everything: Keep records of all communications with the tenant and copies of the eviction notice for legal purposes.Template 1: Non-Payment of Rent[Your Name][Your Address][City, State, ZIP Code][Email Address][Phone Number][Date][Tenants Name][Tenants Address][City, State, ZIP Code]RE: Notice to Vacate Due to Non-Payment of RentDear [Tenants Name],This letter serves as a formal notice to vacate the premises at [Property Address] due to non-payment of rent. As of [Date], you owe a total of [\$Amount] in unpaid rent. According to the terms of your lease agreement, rent is due on the [Due Date] of each month.You are required to pay the full amount owed or vacate the property within [Number of Days] days from the date of this letter. Failure to comply will result in legal action to recover the premises.Sincerely,[Your Name]Real-Life Example: Handling Non-PaymentIn one case, I had a tenant who fell behind on rent due to job loss. By clearly outlining the amount owed and offering a brief grace period for payment, I was able to resolve the issue amicably without resorting to legal proceedings.Template 2: Lease Violation[Your Name][Your Address][City, State, ZIP Code][Email Address][Phone Number][Date][Tenants Name][Tenants Address][City, State, ZIP Code]RE: Notice to Vacate Due to Lease ViolationDear [Tenants Name],This letter serves as a formal notice to vacate the premises at [Property Address] due to violation of the lease agreement. Specifically, you have [Describe Violation], which is a direct breach of the terms outlined in the lease signed on [Lease Start Date].You are required to rectify this violation or vacate the property within [Number of Days] days from the date of this letter. Failure to comply will result in legal action to recover the premises.Sincerely,[Your Name]Real-Life Example: Addressing Lease ViolationsI once had a tenant who consistently hosted loud parties, disturbing other residents. By issuing a clear eviction notice citing the specific lease violation, I was able to enforce compliance and maintain a peaceful living environment for all tenants.Template 3: End of Lease Term[Your Name][Your Address][City, State, ZIP Code][Email Address][Phone Number][Date][Tenants Name][Tenants Address][City, State, ZIP Code]RE: Notice to Vacate at End of Lease TermDear [Tenants Name],This letter serves as formal notice that your lease for the premises at [Property Address] will expire on [Lease End Date]. According to the terms of your lease agreement, you are required to vacate the property by this date.Please ensure that all personal belongings are removed and the property is left in good condition. Failure to vacate the property by the end of the lease term will result in legal action to recover the premises.Sincerely,[Your Name]Tips from Experience: End of LeaseEnding a lease can be straightforward if both parties are aware of the terms. Clear communication and timely reminders can help ensure a smooth transition without disputes.

What does an eviction notice look like. What an eviction notice looks like. What does an eviction look like. Eviction letter.