

SECTION 515

RURAL RENTAL HOUSING EVICTIONS

Introduction

As a tenant living in an apartment complex financed by the Rural Housing Service (formerly the Farmers Home Administration), you have greater protection against evictions than most other tenants. You may also be paying less than market rent for your apartment. It is important to understand that tenants who are evicted from such housing may lose their federal housing assistance. Because of this, you should do whatever you can to avoid an eviction. This publication briefly describes the steps a tenant can take to avoid an eviction.

When can my landlord evict me?

When you first moved into your apartment you should have signed a one-year lease agreement. This lease agreement does not automatically expire or terminate at the end of that year. Instead, your lease is renewed automatically unless you decide to move or your landlord terminates your tenancy in accordance with your lease and federal and state law.

Your landlord may not terminate or refuse to renew your lease agreement except for material noncompliance with the lease agreement or other good cause. Material noncompliance with the lease agreement includes:

- A. One or more substantial or major violations of the lease agreement;
- B. Nonpayment or repeated late payment of rent or any other financial obligations due under the lease agreement beyond any grace period; or
- C. Admission to or conviction for engaging in or allowing others to engage in the use, possession, manufacture, sale, or distribution of illegal controlled substances on the premises of the apartment complex.

Other good cause includes repeated minor violations of the lease which harm your neighbors, the management, or the project itself.

If you have a family member who has violated the lease, you may be able to save your housing if you are innocent of the activity and you were not responsible for controlling your family member's behavior.

What type of eviction notice must my landlord give me?

To terminate your tenancy, your landlord must first give you a written notice that you have violated your lease. This notice must state which provisions in your lease agreement you have violated. It must describe the lease violations enough so that you can correct the problem. It must give you a specific time by which you will be expected to correct the lease violation. It should also tell you that if you fail to correct the violation, your landlord may terminate your lease agreement by bringing a lawsuit at which time you may present a defense. The notice must also advise you that you have the right to

meet with your landlord to try to resolve the problem.

Before going to court, your landlord must also tell you that you may review your file and copy any information it contains that might aid in your defense.

Your landlord must serve the eviction notice on you personally. If you are not home, your landlord can leave a copy with any adult answering your door. Otherwise, your landlord can leave the notice under your door or post it. If you are not served personally, your landlord must also mail a copy of the notice to you. Finally, your landlord must send a copy of the notice to the Rural Housing Service.

What should I do if I get an eviction notice from my landlord?

You should read the notice carefully to make sure that it provides all the information required by your lease. If not, you may want to contact the Rural Housing Service and ask them for help. The agency should instruct your landlord not to proceed any further until your landlord sends you another eviction notice that complies with your lease.

If the notice complies with your lease, you should immediately request a meeting with your landlord to discuss what steps must be taken to correct any lease violations. You should always put your request in writing and keep a copy for your records.

You should also ask to see your file and copy any documents that are related to your eviction. These might include: your lease, written complaints, termination notices, payment reports, inspection reports, notes of conversations, witness statements, and police records.

It is easier to avoid an eviction lawsuit than to successfully defend such an action once it has been begun. You should try to settle your dispute with your landlord before a lawsuit is started. Lawsuits are risky and should be avoided if possible. Many cases can be settled. To avoid any risk of losing your federal housing subsidy, you should always try to settle your case rather than leave the decision to a court commissioner or judge.

You may also want to find out whether there is a local Dispute Resolution Center that can help you mediate your dispute with your landlord.

What happens if I cannot resolve my dispute when I meet with my landlord?

If your meeting with the landlord was unsuccessful, the landlord is supposed to send you another notice, saying that they still intend to evict you. Your landlord must file a lawsuit and get a court order before evicting you from your apartment. Your landlord does not have the right to lock you out of your apartment, to shut off your utilities, or to forcibly remove you from your apartment without a court order. Washington law also prohibits a landlord from taking or detaining your personal property. You should immediately contact your local law enforcement agency and a lawyer if your landlord illegally evicts you from the premises or takes your belongings.

Many times, landlords will delay filing an eviction lawsuit because of the expense. They may also reject your rent in the hope you will voluntarily move. You should not vacate the premises without first discussing your rights with a lawyer. **If you move, you will lose your federal housing assistance!** You should also continue to pay your rent unless you move. If your landlord rejects your rent, you should set the funds aside to

pay your rent at a later date. Do not spend your rent money except to move.

You will learn that a lawsuit has been started when you are served with a Summons and Complaint for Unlawful Detainer. Once you are served with these papers, you have to take immediate steps to avoid an eviction. The steps that you must take and the forms you will need to avoid an eviction and to defend the lawsuit are described in our Eviction and Your Defense publication. At a minimum, you must serve a copy of the Notice of Appearance or Answer on the lawyer representing your landlord by the deadline stated in the Summons. You may also be required to pay your rent to the Court Clerk, to file additional papers and to appear at a hearing. If you fail to respond in writing or follow the other instructions in the Summons and any accompanying orders, you may lose by "default" without a hearing.

In many cases, your landlord may settle the lawsuit if you will sign a written settlement agreement. This agreement should explain what steps you must take to continue your tenancy. It will usually authorize your landlord to evict you if you violate the settlement agreement. As a condition of settlement, your landlord may also ask that you pay some court costs and attorney's fees. Rather than lose your federal housing subsidy, it may be to your advantage to pay some court costs and attorney's fees. You should not, however, enter into a settlement agreement that you do not understand or cannot obey. A settlement agreement is a binding contract and will ordinarily be enforced by the court regardless of any hardship it may cause you.

You may want to contact your local Dispute Resolution Center, if one exists, to find out whether it can help mediate your dispute with your landlord.

If your landlord will not negotiate a reasonable settlement, your options are limited. Your only choices will be to defend the lawsuit or to move and give up your federal housing assistance. You should discuss your options, if possible, with a lawyer before moving.

What happens if I lose the lawsuit?

If you lose the lawsuit, the court will issue a Writ of Restitution ordering you to move. The court will also enter a judgment against you for unpaid rent, court costs and attorney's fees. Your landlord will have at least ten years to attempt to collect the judgment.

The Sheriff's office will deliver the Writ of Restitution to you personally or post it on your door within one to two days after the judgment is entered. The Writ will inform you when you must move and the date the sheriff will return. If you are still on the premises when the sheriff returns, then the sheriff will supervise the removal of you and your belongings from your apartment. You may be threatened with an arrest or arrested if you interfere.

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