

EVICITION PROCEDURE GUIDELINES

RENTAL PROPERTY MUST BE LOCATED WITHIN THE CITY LIMITS OF ZACHARY

EVICITION PROCEDURES ONLY APPLY TO THE EVICTION OF THE TENANT AND NOT RECOVERY OF BACK RENT. IF YOU WISH TO SEEK RECOVERY OF BACK RENT YOU MAY SUE THE TENANT IN SMALL CLAIMS COURT. A SMALL CLAIMS PACKAGE MAY BE OBTAINED FROM THE COURT.

1. If you wish to evict a tenant because of the termination of the lease by expiration of its term, nonpayment of rent, or for any other reason, the following is necessary.

A. Write a letter to the tenant giving him/her a five (5) day ** notice to move for nonpayment of rent. (Example attached)

1. Do not include holidays or weekends when counting the five days.
2. Notice should not contain a specific date to vacate but should simply state that tenant has five (5) days from date of delivery of notice.
3. This letter should be handed to the tenant in front of a witness. If the tenant is not at home when you serve the letter, either post it on the door, with a witness, or send it to the tenant CERTIFIED MAIL - RETURN RECEIPT REQUESTED.
4. Keep a copy of the letter for yourself.
5. THE INDIVIDUAL WHO ACTUALLY HANDS THE TENANT THE NOTICE MUST APPEAR WITH THE WITNESS IN COURT.

**** PLEASE NOTE: IF LEASE HAS AN INDETERMINATE TERM, THE NOTICE MAY REQUIRE A DIFFERENT AMOUNT OF TIME. REFER TO LA CIVIL CODE ARTICLES 2727 – 2728.**

B. If the Tenant has not moved in five (5) working days after handing, posting, or five (5) days after date on receipt, you may file an eviction. The procedure for the eviction suit is as follows:

1. File a PETITION FOR EVICTION (SAMPLE PROVIDED BY COURT UPON REQUEST) including the name of tenant and the premises address with the Zachary City Court. If more than one tenant is on lease, all parties must be served. File a copy of lease with petition.
2. Enclose **\$165.00** advanced court costs for one (1) defendant. Additional **\$115.00 per defendant**.
3. This office will have the notice served on the tenant by the City Marshal which tells the tenant you are suing him/her for eviction and giving him/her a date to appear in court if he/she wishes to contest the case. The court date is scheduled approximately one (1) week from the date the suit is filed. The court date will be given to you when you file your suit or it will be mailed to you.
4. If the tenant moves before the court date, and all of his possessions have been removed from the premises, call the Clerk of Court at (225) 570-4643 to notify us and you will not have to appear.
5. If the tenant or possessions are still in the house the morning of the Court hearing, you have to appear before the Judge. If you handed the letter (or posted it) to the tenant you **MUST** bring one of your witnesses with you and the Court will ask them to swear that they saw you hand the notice of the tenant or post the notice.

2. If you are evicting a tenant in accordance with LA C.C.P. Art. 4701 and 4731 authorizing waiver of the “Notice of Vacate” requirement you must bring a copy of the lease when filing your eviction.

3. If the tenant is still on the premises twenty-four (24) hours after you are granted Judgment of Eviction, you can call the City Court’s office at 654-0044 and make arrangements for the execution of the Writ of Possession.

Acceptance of rent after the notice to vacate has been given but before Judgment of Eviction cancels the notice and prevents the lessor from obtaining such a Judgment.

PLAINTIFF	:	SUIT NO. _____
	:	
	:	CITY COURT OF THE
	:	
VERSUS	:	CITY OF ZACHARY
	:	
	:	PARISH OF EAST BATON ROUGE
	:	
DEFENDANT	:	STATE OF LOUISIANA

PETITION FOR EVICTION

The petition of _____, of lawful age and a resident of _____, Louisiana respectfully shows:

1.

The defendant, _____, who is domiciled in the City of Zachary, Parish of East Baton Rouge, State of Louisiana.

2.

Plaintiff rented/leased to defendant the premises located at _____

on a _____ basis, commencing on the _____ day of _____, 20____, at a monthly rate of \$_____, payable in advance.

3.

Plaintiff requests eviction on the following basis:

4.

Petitioner notified defendant by written notice/certified mail dated _____ to vacate the premises described in the address above within _____ days of the date of the delivery of written notice/certified mail to him, and of which defendant was notified twice and failed to obtain same from the United States Post Office, a copy of the letter and the envelope are attached hereto and made a part hereof. Written notice given on the _____ day of _____, 20____, witnessed by _____.

WHEREFORE, petitioner prays for proper citation to defendant, _____, to appear and answer this petition, and after due proceedings had, for judgment in favor of petitioner and against said defendant.

1. For a rule issued to defendant ordering him to show cause on a date and time set by this Honorable Court, why he should not be ordered to vacate the premises and deliver possession thereof to petitioner.

2. For all costs of these proceedings.

IN PROPER PERSON

PLAINTIFF

SERVICE INSTRUCTIONS:

ADDRESS

PHONE

LOUISIANA CODE OF CIVIL PROCEDURE ARTICLES
4701, 4702, 4731, 4732, 4733, 4734, 4735

Art. 4701. Termination of lease, notice to vacate; waiver of notice

When a lessee's right of occupancy has ceased because of the termination of the lease by expiration of its term, action by the lessor, non-payment of rent, or for any other reason, and the lessor wishes to obtain possession of the premises, the lessor or his agent shall cause written notice to vacate the premises to be delivered to the lessee. The notice shall allow the lessee not less than five days from the date of its delivery to vacate the leased premises.

If the lease has no definite term, the notice required by law for its termination shall be considered as a notice to vacate under this article. If the lease has a definite term, notice to vacate may be given not more than thirty days before the expiration of the term.

A lessee may waive the notice requirements of this Article by written waiver contained in the lease, in which case, upon termination of the lessee's right of occupancy for any reason, the lessor or his agent may immediately institute eviction proceedings in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

Art. 4702. Notice to occupant other than tenant to vacate

When an owner of immovable property wishes to evict the occupant therefrom, after the purpose of the occupancy has ceased, the owner, or his agent, shall first cause a written notice to vacate the property to be delivered to the occupant.

This notice shall allow the occupant five days from its delivery to vacate the premises.

Art. 4731. Rule to show cause why possession should not be delivered; abandonment of premises

A. If the lessee or occupant fails to comply with the notice required to vacate required under this title, or if the lessee has waived his right to notice to vacate by written waiver contained in the lease, and has lost his right of occupancy for any reason, the lessor or owner, or agent thereof, may cause the lessee or occupant to be cited summarily by a court of competent jurisdiction to show cause why he should not be ordered to deliver possession of the premises to the lessor or owner. The rule to show cause shall state the grounds upon which eviction is sought.

B. After the required notice has been given, the lessor or owner, or agent thereof, may lawfully take possession of the premises without further judicial process, upon a reasonable belief that the lessee or occupant has abandoned the premises. Indicia of abandonment include a cessation of business activity or residential occupancy, returning keys to the premises, and removal of equipment, furnishings, or other movables from the premises.

Art. 4732. Trial of rule; judgment of eviction

A. The court shall make the rule returnable not earlier than the third day after service thereof, at which time the court shall try the rule and hear any defense which is made.

B. If the court finds the lessor or owner entitled to the relief sought, or if the lessee or occupant fails to answer or to appear at the trial, the court shall render immediately a judgment of eviction ordering the lessee or occupant to deliver possession of the premises to the lessor or owner. The judgment of eviction shall be effective for not less than ninety days.

Art. 4733. Warrant for possession if judgment of eviction not complied with

If the lessee or occupant does not comply with the judgment of eviction within twenty-four hours after its rendition, the court shall issue immediately a warrant directed to and commanding its sheriff, constable, or marshal to deliver possession of the premises to the lessor or owner.

Art. 4734. Execution of warrant

The sheriff, constable, or marshal shall execute a warrant rendered under Article 4733 in the presence of two witnesses, by clearing the premises of any property therein, in order to put the lessor or owner in possession of the premises.

If the sheriff, constable, or marshal finds the windows, doors, or gates of the premises locked or barred, he shall break open any of these when necessary to effect convenient entry into the premises.

Art. 4735. Appeal; bond

An appeal does not suspend execution of a judgment of eviction unless the defendant has answered the rule under oath, pleading an affirmative defense entitling him to retain possession of the premises, and the appeal has been applied for and the appeal bond filed within twenty-four hours after the rendition of the judgment of eviction. The amount of the suspensive appeal bond shall be determined by the court in an amount sufficient to protect the appellee against all such damage as he may sustain as a result of the appeal.

**ZACHARY CITY COURT
P. O. BOX 310
ZACHARY, LA 70791
(225) 570-4643**

LEGAL REPRESENTATION FORM

_____	CIVIL DOCKET NO. _____
_____	ZACHARY CITY COURT
VERSUS	ZACHARY, LOUISIANA
_____	EAST BATON ROUGE PARISH
_____	STATE OF LOUISIANA

I, _____, do hereby acknowledge I have filed a civil suit in the Zachary City Court without legal representation. I have been informed by the Zachary City Court personnel that NO LEGAL ADVICE will be rendered in this matter by any employee. I further acknowledge I may retain an attorney of my choice if I so choose.

I also acknowledge that I understand that the Court's authority to handle cases affecting defendants who do not reside within the Zachary City limits depends on numerous factors concerning jurisdiction and proper venue that may warrant professional legal advise.

I have also been informed the court costs are to be paid in advance of each filing. I may demand reimbursement from the defendant of all costs incurred relating to this suit.

I have also been informed that any forms supplied by the Zachary City Court are advisory and may have to be reviewed by my attorney.

I further acknowledge that the Clerk has advised me of the above.

DATE

SIGNATURE

LOUISIANA CIVIL CODE ARTICLES
2720, 2721, 2723 - 2729

Art. 2720. Termination of lease with a fixed term

A lease with a fixed term terminates upon the expiration of that term, without need of notice, unless the lease is reconducted or extended as provided in the following Articles.

Art. 2721. Reconduction

A lease with a fixed term is reconducted, if, after the expiration of the term, and without notice to vacate or terminate or other opposition by the lessor or the lessee, the lessee remains in possession:

- (1) For thirty days in the case of an agricultural lease;
- (2) For one week in the case of other leases with a fixed term that is longer than a week; or
- (3) For one day in the case of a lease with a fixed term that is equal to or shorter than a week.

Art. 2723. Term of reconducted nonagricultural lease

The term of a reconducted nonagricultural lease is:

- (1) From month to month in the case of a lease whose term is a month or longer;
- (2) From day to day in the case of a lease whose term is at least a day but shorter than a month; and
- (3) For periods equal to the expired term in the case of a lease whose term is less than a day.

Art. 2724. Continuity of the reconducted lease

When Reconduction occurs, all provisions of the lease continue for the term provided in Article 2722 or 2723.

A reconducted lease is terminated by giving the notice directed in Articles 2727 through 2729.

Art. 2725. Extension

If the lease contract contains an option to extend the term and the option is exercised, the lease continues for the term and under the other provisions stipulated in the option.

Art. 2726. Amendment

An amendment to a provision of the lease contract that is made without an intent to effect a novation does not create a new lease.

Art. 2727. Termination of lease with an indeterminate term

A lease with an indeterminate term, including a reconducted lease or a lease whose term has been established through Article 2680, terminates by notice to that effect given to the other party by the party desiring to terminate the lease, as provided in the following Articles.

Art. 2728. Notice of termination; timing

The notice of termination required by the preceding Article shall be given at or before the time specified below:

- (1) In a lease whose term is measured by a period longer than a month, thirty calendar days before the end of that period;
- (2) In a month-to-month lease, ten calendar days before the end of that month;
- (3) In a lease whose term is measured by a period equal to or longer than a week but shorter than a month, five calendar days before the end of that period; and
- (4) In a lease whose term is measured by a period shorter than a week, at any time prior to the expiration of that period.

A notice given according to the preceding Paragraph terminates the lease at the end of the period specified in the notice, and if none is specified, at the end of the first period for which the notice is timely.

Art. 2729. Notice of termination; form

If the leased thing is an immovable or is a movable used as residence, the notice of termination shall be in writing. It may be oral in all other cases.

In all cases, surrender of possession to the lessor at the time at which notice of termination shall be given under Article 2728 shall constitute notice of termination by the lessee.

MUST BE WITHIN CITY LIMITS

LETTER TO TENANT FOR EVICTION

DATE: _____

TO: _____

YOU ARE HEREBY NOTIFIED TO VACATE THE PREMISES DESCRIBED IN THE ADDRESS ABOVE WITHIN _____ DAYS OF THE DATE OF THE DELIVERY OF THIS NOTICE. YOU ARE REQUIRED TO VACATE THE PREMISES FOR THE FOLLOWING REASON(S):

SHOULD YOU FAIL TO VACATE THE PREMISES WITHIN THIS PERIOD, COURT PROCEEDINGS WILL BE TAKEN IMMEDIATELY TO EVICT YOU FROM THE PREMISES.

LANDLORD/AGENT

WITNESS

WITNESS