

Eviction



What is an Eviction?

An eviction is a court action your landlord must use to remove you as a tenant. Before your landlord can start an eviction, the landlord must give you a written notice to leave. This written notice to leave may be called a “Notice to Quit,” a “Notice of Termination,” or a “Notice to Vacate.” The Notice will say that you have to leave by a certain date and should give the reason for the eviction. If you receive such a Notice, you should seek legal assistance as soon as possible.

What if I do not Have a Lease?

If you do not have a lease, you could be considered a “tenant at will” and the landlord does not need to have a reason to ask you to leave, but the Notice must give you a full 30 days to move. The 30-day Notice must expire on or after the date through which your rent has been paid. If you have a lease, the landlord cannot ask you to leave before the lease expires unless you have broken one of the terms of the lease, and the lease states that it is reason for an eviction.

Are There Reasons that I Could be Evicted with Less Than 30 Days Notice?

The Notice will give you only seven days to move if the landlord claims that you have caused substantial damage to the apartment; that you have been a nuisance to other tenants or neighbors; or that you are seven days or more behind in your rent. If the Notice claims that you are behind in your rent, the Notice must state the amount of rent you owe and that if you pay the rent within the seven days, you will not have to leave.

What if I live in subsidized housing?

If you are living in subsidized housing, you should have signed a written lease and you cannot be evicted unless the landlord can prove that you broke one or more terms of the lease, or the landlord proves other good cause. If you are in subsidized housing, you may also be entitled to a grievance hearing with an opportunity to dispute the landlord’s reasons for wanting you to leave, and providing you with an opportunity to settle the dispute before the landlord files an eviction action in court.

What if I Do Not Move Out Within the Time Given in the Notice?

If you do not move out within the time given in the Notice, the landlord cannot legally remove you or your possessions, shut off your utilities, or change the locks on your apartment without first going to court and getting a judgment against you. The landlord must file eviction papers with the court and have a sheriff give you a copy of the Summons for Forcible Entry and Detainer and the Complaint. These papers ask the court to hold a hearing to decide if you can be evicted. The Summons will tell you the date, time and place of the court hearing. The Complaint will specify the landlord's reasons for your eviction and will ask the court to award possession of the property to your landlord.

What will Happen at the Hearing?

You and the landlord may present witnesses and evidence at the hearing and the judge will decide if you can be evicted or not, based on the evidence presented. If you do not appear at the hearing, a default judgment may be entered against you. If a default judgment is entered against you or the eviction goes in favor of your landlord, the landlord can go back to court seven days later and get a Writ



of Possession from the Court. The landlord can then have the sheriff serve you with a copy of the Writ of Possession. If you are served with a Writ of Possession, you must move within 48 hours. If you do not move within 48 hours, the landlord can then ask the police to remove you by force and charge you with criminal trespassing.

For more information, call the Legal Services for the Elderly Helpline for free legal advice.

LSE Helpline
1-800-750-5353



 **Legal
Services
for
the
Elderly**
Free legal help for Maine's seniors

Background information drawn from Pine Tree Legal Assistance Booklet titled "The Rights of Tenants in Maine."

