

LANDLORD/TENANT EVICTION PROCESS INFORMATION

The following guidelines or information is a general summary of the eviction process as experienced by our office. This is being provided due to the number of calls that we receive with regard to the process. Be mindful of the fact that this is not, nor can we provide, legal advice, and that any questions about, or beyond the information provided may best be addressed by an attorney. Any documents provided herein are provided as a courtesy and legal council should be consulted prior to service.

The process begins with what is commonly referred to as a **“Notice to Quit”**. This is a notice by the landlord to the tenant stating generally that notice is given that the tenant has not complied with a term or terms of a rental agreement. This may be in terms of rent, care and maintenance, etc. In addition, it may state that if the compliance or terms are not met within _____ days, that the landlord may, or will initiate legal proceedings to resolve in the matter. A **“Notice to Quit”** is not a formal court paper, per se, and may be served by the landlord, personally, residentially, or certified mail. The landlord may request that service be made by the sheriff, and may be done in the manner requested, i.e.: personal or residential.

The notice having been served, the next step in the process is a Summons for Restitution of Premises. This is the “legal proceeding” referred to in the **“Notice to Quit”**. This summons process should be prepared by an attorney. As a part of and included in the summons is a hearing date for the matter to be heard in court. The hearing date is to be set within ten to fourteen days after the filing of the summons.

Pursuant to the summons, the case is heard by the court, and a judgement rendered. This may result in the issuance of a Writ of Restitution. This is a writ which directs the sheriff to restore or return the property or premises to the plaintiff or landlord. This is the actual physical removal of the defendant or tenant and by statute is to be done within ten days after receiving it. We generally attempt to contact the defendants in attempt to allow for voluntary compliance. If, for instance we received the writ on a Thursday or Friday, we may contact the defendant prior to the weekend to allow for this. This is done primarily as a matter of economics. In the event that anticipated or actual expenses are incurred by our office, advance fees may be required.

Generally, the process takes from four to six weeks from the time the “Notice” is served, and the Writ of Restitution is executed and returned.

NOTICE TO QUIT

DATE: _____

TO: _____

Please be advised that you are in material noncompliance with the terms of your Rental Agreement with the landlord for the property known as

For the reason that you failed to pay rent when due for the following:

<u>Month</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

You are hereby notified that in the event you fail to pay the entire rental due in the amount of \$ _____, together with a late fee in the amount of \$ _____, for the total amount of \$ _____, within _____ days after this written Notice to Quit is served upon you by law, the landlord shall terminate the Rental Agreement with you and you must vacate the above described premises. In the event you fail to vacate the premises at the end of the _____ day period, your landlord will institute an action against you for possession of the premises in accordance with the laws of the State of Nebraska. This Notice is being provided to you in compliance with Section 76-1431(2) of the laws of the State of Nebraska and as provided by your Lease Agreement.

Sincerely,

Owner and Landlord