

GLOSSARY OF EVICTION TERMS



ABANDONMENT: Refers to a situation where a tenant leaves or moves out of a rental unit with no intention to return.

ABANDONED PROPERTY: Personal belongings left in a rental unit by a tenant after moving out, and for which a tenant has no intention to retrieve.

ATTEMPT TO CURE: To cure means to eliminate or correct a violation or defect. A landlord may give a tenant a set amount of time to correct, or cure, a lease violation or face eviction.

COMPLAINT: A written statement filed with a court to start a lawsuit. It states the facts of the case and the relief requested (e.g. money, possession of a rental unit, damages).

CONSTRUCTIVE EVICTION: Action or inaction by a landlord to make a rental unit unfit or unsuitable for living which forces a tenant to move out or which prevents the tenant from being able to use the unit, e.g., by shutting off utilities.

DEFAULT JUDGMENT: A judgment ordered by a court in favor of the plaintiff when the defendant fails to appear in court.

DEFENDANT: The person or business being sued in a lawsuit.

ESCROW ACCOUNT: A special bank account where money is held to be paid to another upon the happening of a certain event. For example, a tenant may place rent in an escrow account until a landlord makes a repair to a serious housing code violation.

EVICTION: A court-administered process which a landlord uses to get a court order to remove tenants and their belongings from a rental unit.

EXECUTION OF JUDGMENT FOR POSSESSION: The process by which a law enforcement official physically removes tenants and their belongings from a rental unit after the landlord obtains a final court order for eviction of the tenant.

FIXTURE: Property which is physically and permanently attached to a building, e.g., an appliance in a rental unit may be a fixture and thus is part of the leased unit.

FORCIBLE ENTRY AND DETAINER: ****This term has very different meanings depending on your state. You will want to investigate what it means in your area.** 1) Illegal action taken by a person (often a landlord) against a person in possession of a residential property (often a tenant) including, but not limited to, using force or weapons to enter the property, breaking open the doors or windows or other parts of a property, removing doors, carrying away the person's personal belongings, threatening to harm the person, or entering the property and using force or threats to remove the person from the property. 2) In some states, Forcible Entry and Detainer is the legal phrase for evictions – a process to return the rental property from the renter to the owner.

FORECLOSURE: A process whereby a property is sold by a lender (usually a bank) at an auction to the highest bidder after the homeowner/borrower fails to make agreed upon mortgage payments or fails to fulfill other terms of a loan.

HABITABILITY: The condition of being free from serious defects to health and safety and fit for humans to live. Uninhabitable living condition is a condition which makes a housing unit impossible to live in and generally must be a condition which is a serious violation of local housing or health code. A *warranty of habitability* requires landlords to keep their property "habitable," even if the lease does specifically require them to make repairs. The warranty of habitability may need to be directly stated in the lease while in some jurisdictions it is implied, meaning that it does not have to be directly stated in the lease agreement. **It is important to investigate this difference at the local level.

HOLDOVER: The act of a tenant staying in a rental unit and failing to move from the unit after expiration or termination of a lease.

JUDGMENT: A written court order that is a final determination of the rights or responsibilities of the parties in a lawsuit.

LESSEE: One who rents or leases a property from another. Lessee is another word for tenant.

LESSOR: One who rents or leases a property to another. Lessor is another word for landlord.

LIABLE: Legally responsible for causing damage or injury.

LOCKOUT: An illegal eviction by a landlord whereby the landlord, without court order, changes the locks to a rental unit so that a tenant may not enter the rental unit.

NORMAL WEAR AND TEAR: Deterioration or damage that occurs in a rental unit merely from a tenant living in it in a way that is not careless or abusive. Normal wear and tear damages cannot be deducted from a tenant's security deposit.

PLAINTIFF: The person or business who files a civil lawsuit.

REBUTTALS: Evidence or arguments introduced to disprove or contradict the opposing party's argument.

SECURITY DEPOSIT: Money paid by a tenant to a landlord at the beginning of the tenancy. The money belongs to the tenant but is held by the landlord until the tenancy ends. It can be used by the landlord to cover unpaid rent, to repair damages in the rental unit exceeding ordinary wear and tear caused by the tenant, or to reimburse the landlord for some damages caused by a tenant who fails to give adequate notice to terminate the lease.

SERVICE: The manner or way in which a party to a lawsuit is delivered a copy of court documents, such as a summons or motion. Types of service include: in person, by mail, by posting or by publication in a newspaper.

SUMMONS TO COURT: A document issued by a court which lets a defendant know that he/she is being sued and demands that the defendant appear in court or respond to the lawsuit by a certain date.

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