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## Eviction Information Sheet

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As a landlord, you may expect that owning real estate investments will be a rewarding opportunity. You naturally want your rental properties to be financially profitable. However, there are times when things do not go as planned, and a landlord rights attorney can help you protect these assets. You may encounter a situation in which your tenant must move from your property. It may be necessary to initiate the eviction process. Attorneys at Barry Lee O'Connor & Associates have extensive experience representing landlords in unlawful detainers and other landlord rights matters.

### Reasons for Evicting a Tenant in California

Landlords tend to choose their tenants very carefully. Many times, a potential tenant's credit history is evaluated, a criminal background check is performed, and their rental history is examined. All of this is done to help the landlord determine which potential renter will be the most stable. A landlord is most often looking for a tenant who is responsible, respectful of the premises, and able to pay the expected amount of rent.

However, despite everyone's best intentions, there are times when it is necessary to ask a tenant to move. In California, a landlord must have a legal reason to begin the eviction process. There are several reasons a landlord may pursue the eviction of a tenant, including: Has the tenant failed to pay the rent? Has the tenant damaged the property? Has the tenant violated the terms of the rental agreement? Has the tenant participated in illegal activities on the property? Is the tenant disturbing neighbors or other tenants? Depending on the location of the rental, there may be additional reasons a landlord can evict a tenant from a rental unit.

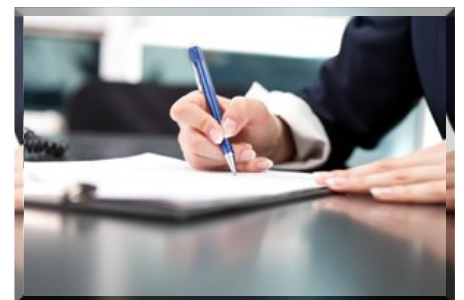
A landlord must not evict a tenant for unlawful reasons. For example, a landlord cannot evict a tenant for discriminatory or retaliatory reasons.

### Choosing and Serving the Appropriate Eviction Notices

The eviction process is a series of steps that must be followed in a prescribed manner. Certain notices must be filed and deadlines must be addressed. If just one item is not in place, it might require the entire process to be started again from the beginning.

Depending on the circumstances, a landlord can choose to give the tenant one of the following eviction notices:

- 3-Day Notice to Pay Rent or Quit
- 3-Day Notice to Perform Covenants or Quit
- 3-Day Notice to Quit
- 30-Day Notice to Quit
- 60-Day Notice to Quit for just cause or with exemption
- 90-Day Notice to Quit to Quit for just cause or with exemption



A landlord must appropriately serve the tenant with the correct eviction notice. After this, the landlord can file an unlawful detainer notice. The unlawful detainer action begins the formal proceedings to evict the tenant.

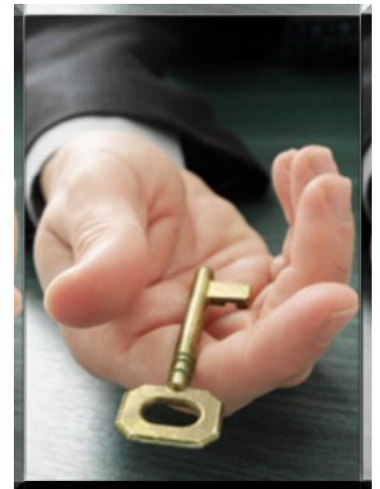
If the tenant refuses to move from the premises by the date posted on the eviction notice, the unlawful detainer lawsuit moves forward. In this lawsuit, the landlord is the plaintiff while the tenant is the defendant. The tenants have a limited amount of time to respond to the court. The parties may negotiate a settlement. Because of the complexities in the eviction process, it may be in your best interest to consult with an eviction lawyer to ensure your interests are protected.

## **Length of Time for Evicting a Tenant**

Landlords often ask "How long does it take to evict a tenant?" This question is best answered by an experienced unlawful detainer attorney who can look at the details of your situation. The length of time for an eviction depends on the length of time of the Notice to Quit. Once that notice has expired, a landlord can proceed with filing an unlawful detainer lawsuit.

## **Landlords have Rights**

The lease agreement is an important tool when it comes to protecting the rights of the landlord. It is the landlord's responsibility to maintain the property under the terms of the lease agreement. A landlord has the right to receive the rent in the specified amount on a specified date. These items are defined in the written lease which the tenant signs before taking possession of the property. The landlord can specify a number of items in the lease, including whether pets are allowed, if or where smoking is allowed on the property, and how many tenants are moving in. The lease also details procedures for late rent, deposits, and many other items.



In eviction matters, a landlord is legally bound to follow certain rules and procedures with regards to the tenant and the property being rented. It is critical for the landlord to stay within the law or the entire eviction may be considered illegal. In matters of eviction, tempers can flare on both sides. However, the landlord must proceed carefully. The landlord cannot change the locks, turn off utilities, take the tenant's belongings, perform any other actions that violate the law, or harass the tenant in any way.

## **Contact an Experienced Eviction Attorney**

With decades of experience representing landlords in a wide range of landlord-tenant matters, Barry Lee O'Connor & Associates handles residential and commercial evictions, post-foreclosure evictions, bankruptcy court proceedings, and collections. Call (951) 689-9644 to schedule a consultation with an experienced unlawful detainer lawyer. Our legal professionals provide skilled representation and guidance to protect the rights and investments of residential and commercial landlords.

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