

HAMILTON MUNICIPAL COURT
345 HIGH STREET, HAMILTON, OHIO 45011
hamiltonmunicipalcourt.org

EVICITION PROCEDURE

DANIEL J. GATTERMEYER

JUDGE

MICHELLE L. DEATON

CLERK OF COURTS

THE CLERK DOES NOT AND CANNOT GIVE LEGAL ADVICE, IF YOU ARE UNAWARE OF YOUR LEGAL RIGHTS IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE. IF EITHER PARTY IN AN EVICTION ACTION IS FILING AS OTHER THAN AN INDIVIDUAL, THEY MAY HAVE TO BE REPRESENTED BY AN ATTORNEY.

- All Eviction proceedings start with the service of a **NOTICE TO LEAVE PREMISES**. The notice must be completed and served as required by RC 1923.04. Some circumstances may also require that a notice complying with RC 5321.11, (which is a 30 day notice) be served as well as the 3 day notice. These notices are jurisdictional. Failure to provide a copy of the notice(s) and evidence of service of the notice(s) may result in the dismissal of the Eviction.
- A Complaint for **FORCIBLE ENTRY AND DETAINER** cannot be filed with the Clerk's Office until 3 days after the proper service of the Notice to Leave Premises. The day you serve the notice cannot be included in the 3 days.

You are required to file the following items when filing the Eviction at the Court:

- 3 copies of the Notice(s) to Leave Premises with evidence of service.
- 3 copies of the Forcible Entry and Detainer Complaint.
- A copy of the written lease (if there is one)
- The filing fee of \$94.00

The First Cause Hearing date for Evictions is held on Wednesday's at 10:30am.

If the Eviction is granted, a standard order to vacate will be outlined on the Magistrate's Decision. If the Tenant has not vacated by the date ordered by the Magistrate, it is the responsibility of the Landlord to initiate a Writ of Restitution as follows:

- The Landlord will need to bring the Decision of the Magistrate to the Court by the end of the next business day after the standard order to vacate has expired. (Typically on a Monday)

- The landlord must provide the phone number and the name of the person that will be meeting the bailiff at the property.
- The landlord will be given the date on which the bailiff will meet them at the residence (Typically on a Friday).
- The bailiff will schedule his route and notify the landlord of the specific time that he will meet them at the property.
- The bailiff will meet the landlord (or agent) and have them sign off, and give them the paperwork that shows that they now have possession of that property.
- The filing fee for a Writ of Restitution is \$30.00.

The request for Second Cause Hearing must be requested at the initial time of filing the Forcible Entry and Detainer. The Second Cause is usually set 5 weeks from the First cause date on Wednesday's at 11:00am.

The Landlord is required to provide a print out of sufficient evidence for the court to grant a Judgment. This may include receipts, photos, estimates etc. The Court will not accept exhibits stored on a cell phone as evidence at the second cause hearing. Any exhibits must be in a form that can be retained by the Court record in the case.

NOTICE TO LEAVE THE PREMISES

(FOR RESIDENTIAL PROPERTY ONLY)

To _____ Tenant:

You will please notice that _____ I/ WE _____ want you on or before _____, _____ to leave the premises you now occupy, and which you have rented of _____, situated and described as follows:
(Landlord)

(full address of rental)

in _____, County of _____ and State of _____

Grounds: _____

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

(Landlord's Name, Address, & Phone #)

(Date Served)

NOTICE TO LEAVE PREMISES

VS

MEMORANDUM

On the _____ day of _____,
_____, I served the within notice on the within
named _____

by furnishing a written copy thereof¹

1. Write in method of service
 - A) By Certified Mail, Return Receipt Requested
 - B) By handing a copy to defendant in person
 - C) By leaving it at his (her) usual place of adobe
 - D) By leaving it at the premises from which he (she) is to be evicted.

The Notice should be served on the defendant personally if he (she) can be conveniently found.

FORCIBLE ENTRY AND DETAINER
HAMILTON MUNICIPAL COURT
345 HIGH STREET, 2ND FLOOR
HAMILTON, OHIO 45011

Plaintiff's Name & Address

COMPLAINT

vs.

Case # _____

Defendant's Name & Address

FIRST CAUSE OF ACTION

1.) Defendant(s) _____, on or before
the _____ day of _____, _____, as tenant(s) of the plaintiff(s),

_____,
_____ under ⁽¹⁾ _____,

Entered upon the following described premises, situated in the _____
of _____, County of _____,
State of Ohio, and known as _____:

2.) The term of such tenancy expired on the _____ day of _____, _____.

OR

2.) Defendant(s) has (have) violated the terms of such written lease agreement as follows: _____

OR

(1) Insert the words applicable: "an oral month-to-month tenancy," "an oral week-to-week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A," or such other terms as may be appropriate.

2.) Defendant(s) has (have) failed to fulfill duties imposed upon defendant(s) by Ohio Revised Code Section 5321.05 that materially affect health and safety, as follows: _____

and notice of the termination of the lease agreement as of the _____ day of _____, _____ (2), was given to defendant(s) on the _____ day of _____, _____, plaintiff(s) duly served upon Ohio Revised Code Section 5321.11 and defendant has failed to remedy the condition.

3.) On the _____ day of _____, _____, plaintiff(s) duly served upon defendant(s), in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises.

4.) Defendant(s), therefore, has (have) ever since the _____ day of _____, _____, and do (does) still, unlawfully and forcibly detain from plaintiff(s) possession of said premises.

SECOND CAUSE OF ACTION

5.) Plaintiff(s) incorporates (incorporate) herein by reference paragraphs 1 through 4 of this Complaint as if fully rewritten.

6.) Under the terms of the lease agreement, defendant(s) agreed to pay plaintiff(s) as rent for said premises the sum of \$ _____ per _____. Defendant(s) has (have) failed to pay plaintiff(s) as rent for said premises for the period from the _____ day of _____, _____ and, therefore, is (are) indebted to plaintiff(s) in the sum of \$ _____ (3), plus damages in the amount of \$ _____ / to be determined.

7.) WHEREFORE, plaintiff(s) demand(s) restitution of said premises and judgment in favor of plaintiff(s) against defendant(s) for the sum of \$ _____ with interest thereon from the _____ day of _____, _____, at the rate of _____ % per annum and cost.

Attorney for Plaintiff

Address and Phone Number

(2) This date must be at least 30 days after the receipt of the notice by the defendant.

(3) If damages for breach of any other condition of the lease agreement are claimed, the allegations concerning such claims should be inserted here.