

CHARLOTTE-
MECKLENBURG
EVICTIIONS

Part 3:

One-month snapshot
of eviction court records

PREPARED FOR

The Housing Advisory Board of
Charlotte-Mecklenburg

FUNDING PROVIDED BY

Mecklenburg County
Community Support Services

PREPARED BY

University of North Carolina at Charlotte
Urban Institute

The Housing Advisory Board of Charlotte-Mecklenburg (HAB), formerly known as the Charlotte-Mecklenburg Coalition for Housing, is a volunteer appointed board charged with educating, advocating, engaging and partnering with community stakeholders to end and prevent homelessness and ensure a sufficient supply of affordable housing throughout the community. Members are appointed by the Mayor, City Council and the Mecklenburg Board of County Commissioners. HAB looks to national best practices and local research to make its recommendations to community stakeholders and providers, and advocates and advises on a strategic level to reduce homelessness and increase affordable housing. In addition, HAB is responsible for the governance of the Continuum of Care in Charlotte-Mecklenburg, which carries out activities as specified in 24 CFR part 578.5(b) of the Federal Register of the U.S. Department of Housing and Urban Development.

The UNC Charlotte Urban Institute is a nonpartisan, applied research and community outreach center at UNC Charlotte. Founded in 1969, it provides services including technical assistance and training in operations and data management; public opinion surveys; and research and analysis around economic, environmental, and social issues affecting the Charlotte region.

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FUNDING PROVIDED BY

Mecklenburg County Community Support Services



MANY THANKS FOR THE ASSISTANCE OF

Mecklenburg County Court Clerk of Superior Court

Data entry and scanning team

About

The 2017 Housing Instability & Homelessness Report Series is a collection of local reports designed to better equip our community to make data-informed decisions around housing instability and homelessness. Utilizing local data and research, these reports are designed to provide informative and actionable research to providers, funders, public officials and the media as well as the general population.

The Housing Advisory Board of Charlotte-Mecklenburg outlined three key reporting areas that, together, comprise the 2017 series of reports for community stakeholders. The three areas include:

1. POINT-IN-TIME COUNT

An annual snapshot of the population experiencing homelessness in Mecklenburg County. This local report is similar to the national report on Point-in-Time Count numbers, and provides descriptive information about both the sheltered and unsheltered population experiencing homelessness on one night in January and the capacity of the system to shelter and house them.

2. HOUSING INSTABILITY

An annual report focusing on the characteristics and impact of housing instability in the community. During the 2017 reporting cycle, this report will be divided up into several reports that focus on various aspects of evictions within Mecklenburg County.

3. SPOTLIGHT

An annual focus on a trend or specific population within housing instability and homelessness. During the 2017 reporting cycle, this report will focus on the intersection of housing and schools.

The 2017 reporting cycle is completed by the UNC Charlotte Urban Institute. Mecklenburg County Community Support Services provides funding for the report series. The reports can be accessed at <http://MecklenburgHousingData.org>

Key Definitions

Complaint in summary ejectment

A legal form that a landlord must complete in order to attempt to formally evict a tenant and regain possession of the premises or unit. These tenants are at risk of formal eviction.

Conventional lease

A rental lease with a landlord in the private market that is not subsidized.

Cost burdened

Describes when a household spends more than 30% of their gross income on rent and utilities. If a household spends more than 50% of their gross income on rent and utilities, they are considered extremely cost burdened.

Defendant

In the case of complaints in summary ejectment, the defendant is the person that the plaintiff is seeking to evict.

Fair market rent

According to 24 CFR 5.100, Fair Market Rent (FMR) is the rent that would be required to be paid in a particular housing market in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. The FMR includes utilities (except telephone). The U.S. Department of Housing and Urban Development establishes separate FMRs for dwelling units of varying sizes (number of bedrooms).

Formal eviction

The legal process through which a landlord seeks to regain possession of a leased premises by concluding a tenant's right to occupy the premises.

Forced move

A move that is involuntary and may be due to a formal eviction, informal eviction, property foreclosure, property condemnation, or other reason that is not within the tenant's choosing.

Hold over

When a tenant stays in the premises or unit after the lease terminates.

Informal eviction

A process of eviction that happens outside of the court system. It could consist of a landlord telling a tenant they must move or a landlord paying a tenant to move.

Judgment in summary ejectment

The small claims court magistrate or district court judge completes this legal form with their judgment in the summary ejectment case.

Plaintiff

In the case of evictions, the plaintiff is typically the housing provider (also referred to as the landlord) who issues the complaint in summary ejectment.

Rental lease

A written or oral contract between a landlord and tenant that grants the tenant the right to reside at a premises for a specified period of time and under specific conditions, typically in exchange for an agreed upon periodic payment.

Renter-occupied

A renter-occupied unit is a rental unit that is not vacant, but is occupied by a tenant.

Tenure

Refers to whether a unit is owner-occupied or renter-occupied.

VCAP

The online civil case processing system for the North Carolina Court System, which provides data on summary ejectment case filings and results.

Writ of possession for real property

A form completed by a landlord to remove a tenant from a premises after a judgment to evict the tenant has been granted and the tenant has not (1) moved, (2) come to an agreement with the landlord, or (3) filed an appeal within 10 days and paid any required bond. The form is submitted to the Clerk of Court who provides it to the Mecklenburg County Sheriff's Office to implement. The Sheriff's Office will allow the landlord to padlock and secure the premises.

Introduction

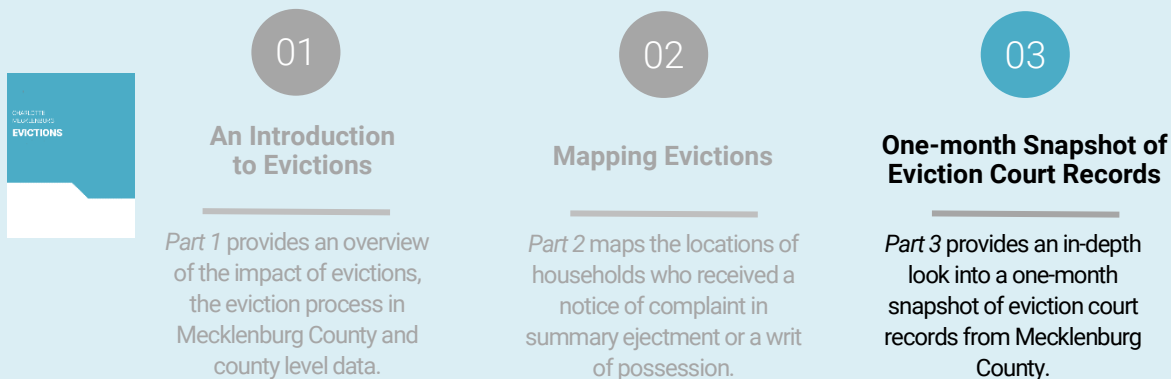
Evictions play an important role at the intersection of housing stability, housing instability and homelessness.

Every year in Mecklenburg County, there are over 20,000 households at risk of formal eviction through the court system. Inspired by Matthew Desmond's book *Evicted: Poverty and Profit in the American City* and the need to better understand the issue of evictions locally, the Housing Advisory Board of Charlotte-Mecklenburg chose to focus a series of reports on evictions in Mecklenburg County, North Carolina. *Evictions in Charlotte-Mecklenburg Part 3* is the third in a series of brief reports that examine evictions in Mecklenburg County, North Carolina.

This report provides unique insight into the details of eviction cases in small claims court.

In FY16, approximately 28,471 households were at risk of formal eviction through the court system. However, access to data on these 28,471 households and the details of their cases are limited. Limited data are available through the North Carolina Court System's Civil Processing System (VCAP). To better understand evictions locally, a research team and trained volunteers manually scanned Mecklenburg County small claims court eviction data from July 2016.¹ This report summarizes the details of these cases. While formal evictions are important to understand, they are an underrepresentation of all tenants who experience an eviction.

Diagram 1. Overview of eviction report series



Charlotte-Mecklenburg
HOUSING & HOMELESSNESS
Dashboard

The report series can be accessed on the Charlotte-Mecklenburg Housing and Homelessness Dashboard
<http://MecklenburgHousingData.org>

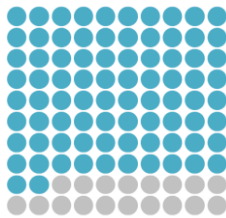
Cases that were appealed to district court were not included in this analysis. The cases scanned for this report were only CVM cases from small claims court.

Key Findings

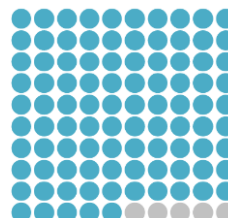
In July 2016 in Charlotte-Mecklenburg



1,940 eviction cases filed



In **82%** of cases, the plaintiff had legal representation.



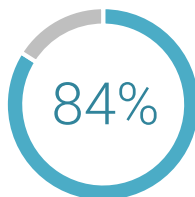
95% of rentals were conventional. The other 5% were public housing or section 8.



1,191 received a judgment to evict

61% of all cases that were initially filed

97% of all cases that had a trial



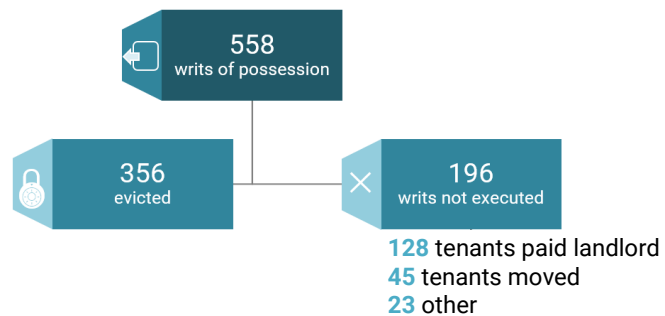
In **84%** of cases, the tenant was not present at the small claims court trial.



The majority of attempts to evict a tenant were due to failure to pay rent. The median amount owed was **\$850**



In **47%** of cases with a judgment to evict, a writ of possession for the tenant to be removed was issued because the tenant did not (1) move, (2) come to an agreement with the landlord, or (3) file an appeal within 10 days and pay any required bond. When a writ of possession is issued, the Sheriff accompanies the landlord to padlock and secure the premises.



Defining Evictions

An eviction is an action taken by a landlord to force a tenant with a written or oral lease to move from the premises where they reside. Evictions can be both formal and informal. Formal evictions are a legal process through which landlords² attempt to regain possession of a premises from a tenant. Informal evictions do not take place through the court system and refer to landlord-initiated forced moves,ⁱ such as a landlord telling the tenant they must leave or paying the tenant to move. Tenants may also be forced to move if the landlord defaults on their mortgage, increases rents substantially, or defers maintenance on the unit.ⁱⁱ One study estimates that informal evictions in Milwaukee³ comprised 48% of all forced moves (formal and informal).ⁱⁱⁱ Other reasons for forced moves may include the property going into foreclosure, the property being condemned, or being demolished for redevelopment.^{iv}

Legal reasons a landlord can evict a tenant

With regard to formal evictions, there are four reasons⁴ listed on the North Carolina Complaint in Summary Ejectment form⁵ for why a landlord can attempt to evict a tenant with whom they have an oral or written lease:

- **The defendant (tenant) failed to pay the rent due by a specific date and the plaintiff (landlord) made demand for the rent and waited the 10-day grace period before filing the complaint.** In this case, the landlord must prove all three conditions (prove failure to pay rent, prove that they made a demand for rent, and prove that the demand was made 10 days before filing the complaint).
- **The lease period ended on a specific date and the defendant is holding over after the end of the lease period.** This reason is frequently selected by landlords with week-to-week or month to month leases in situations where the tenant is remaining on the premises after the initial term ended. In the case of month-to-month or week-to-week leases, the landlord must prove that proper notice was given to the tenant that the lease ended.
- **The defendant breached the condition of the lease for which re-entry is specified.** This reason is most frequently selected by landlords with written leases for which nonpayment of rent or another breach permits termination of the lease.
- **Criminal activity or other activity has occurred in violation of G.S. §42-63.** This action can be taken if the tenant is current on rental payments but there has been criminal activity or another activity that violates G.S. 42-63. Under this provision, it is possible to evict a specific person or the entire household.

EVICTIION

When a tenant with a written or oral lease is **forced** to move from the premises where they reside

Formal

Legal process in which a landlord seeks to regain possession of a leased premises by concluding a tenant's right to occupy the premises

Informal

Tenant is forced to move from their premises through methods other than the legal process

² The term "landlord" is sometimes referred to as the "provider" or "property owner." For consistency, this report will use the term "landlord."

³ No data on informal evictions are available for Mecklenburg County. At the time of this study, Milwaukee was the only known place where informal evictions were studied in depth.

⁴ If a tenant is in federally subsidized housing, there may be additional procedural rights entitled to the tenant.

⁵ The "Complaint in Summary Ejectment" form is the legal document the landlord completes to attempt to evict the tenant.

Court Data Collection

There are court documents associated with several points in the formal eviction process. These court documents provide information on the details of the complaint against the tenant and information on whether the case resulted in a formal eviction. Diagram 1 shows the eviction process and highlights the court documents associated with each step that are included in this report. The documents associated with each eviction case depend on the details of the case and how far it proceeds in the eviction process. The research methodology for this report is modeled after a similar report published by UNC Greensboro's Center for Housing and Community Studies, which analyzed one month of eviction records in Greensboro, NC.⁶

This report includes data obtained from the following forms (see Appendix for copies of these forms):



Complaint in summary ejectment. When a landlord (plaintiff) attempts to formally evict their tenant (defendant) and regain possession of the premises, they must complete and file a complaint in summary ejectment form. The complaint in summary ejectment form is a court document detailing why the landlord wants to evict the tenant. The landlord will list the leaseholder's name as the defendant and may also include "all occupants" so that the eviction judgment covers everyone in the premises.



Magistrate summons. The tenant can be initially served with the complaint and magistrate summons by certified mail, by personal delivery, or by posting.⁷ The magistrate summons provides the date, time, and location of the trial. The County Clerk's office provides the summons to the Mecklenburg County Sheriff's Office. The Sheriff's office will mail the complaint and summons to the tenant. The Sheriff will also serve the tenant within five days of issuance and at least two days prior to the court date⁸ by either handing the tenant the notice or posting the notice on their door.



Notice of voluntary dismissal. The plaintiff can choose to dismiss the case by completing and filing the Notice of Voluntary Dismissal form before the trial. The form will indicate whether the dismissal is with or without prejudice. With prejudice means that the case is permanently dismissed. Without prejudice indicates that the plaintiff can refile the case.⁹



Judgment in action for summary ejectment. The judgment in action for summary ejectment form is completed after the small claims trial with the court's ruling in the case. The form details the court's findings and order (e.g. the action is dismissed, tenant be removed from the property, and/or the landlord is entitled to a money judgment for rent or other damages).



Writ of possession for real property. At the end of the ten-day period following entry of the judgment, if no appeal is filed, if the tenant files an appeal but fails to post the required bond, if the tenant has not moved out on their own, and if the landlord and tenant have not come to an agreement for the tenant to stay, then the landlord can have the eviction enforced by filing a writ of possession. The writ of possession directs the Sheriff's office to enforce the court order by accompanying the landlord to remove the tenant and padlock and secure the premises.

The research team coordinated with the Mecklenburg County Clerk of Court to identify all summary ejectment case files with a small claims court trial date in July 2016.¹⁰ The month of July was selected because it has historically been

⁶ See <https://chcs.uncg.edu/wp-content/uploads/2017/07/Evictions-DRAFT-7-25-2017-SILLS.pdf>

⁷ If the landlord is attempting to file for back rent, then the tenant must be served personally.

⁸ The 5-day period excludes weekends and legal holidays, the 2 days prior to the set court date excludes legal holidays.

⁹ https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_1A/GS_1A-1,_Rule_41.pdf

¹⁰ The date used for identifying files is the court date listed on the magistrate summons or the judgment form. This means that it is possible that the complaint in summary ejectment is dated in June, but the court date was not until July.

one of the months with the highest number of eviction cases in the VCAP data (see *Part 1* report for more details on monthly trends). After scanning, entering the data, and cleaning the data to correct for data entry errors, grouping fields for analysis, selecting files with a July trial date, removing defendants who are corporations, and removing corrupted scans, there were 1,940 cases¹¹ included in the snapshot analysis.¹² Table 1 details the number of files containing each document.¹³

Table 1. Document Totals

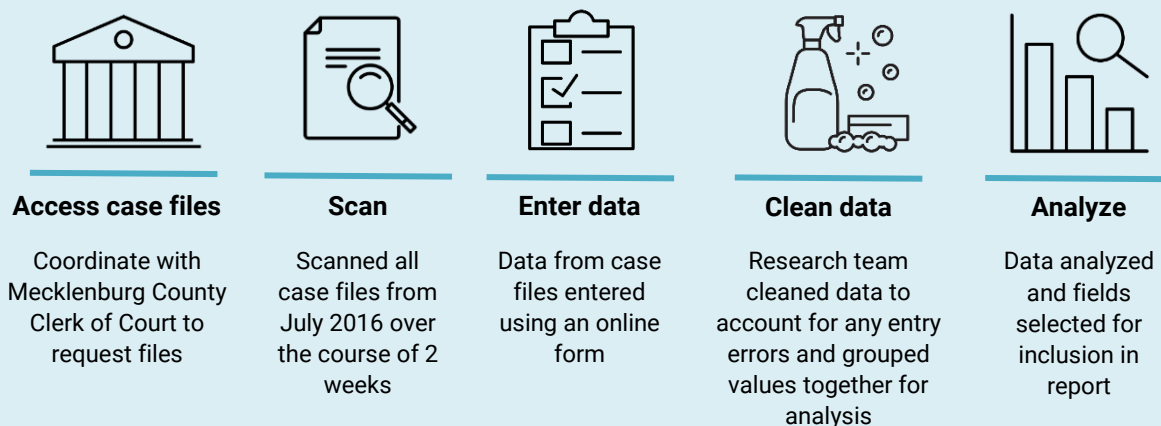
	Document	Number	Percent of all cases
1	Complaint in Summary Ejectment	1,939*	99.9%
2	Magistrate Summons	1,933	99.6%
3	Notice of Voluntary Dismissal or Order for Dismissal**	720	37%
4	Judgment in Action for Summary Ejectment	1,224	63%
5	Writ of Possession	558	29%
6	Notice of Eviction	554	29%

N=1,940

*One file had no complaint in summary ejectment form but contained other documents related to the summary ejectment.

** Typically all the files have either a judgment or a dismissal, however 5 files had both a judgment and a voluntary dismissal form. In four of those cases the dismissal occurred either on or after the judgment date and in one case the dismissal was for the co-defendant only. One file had neither a judgment nor a dismissal.

Diagram 1. Overview of data analysis process



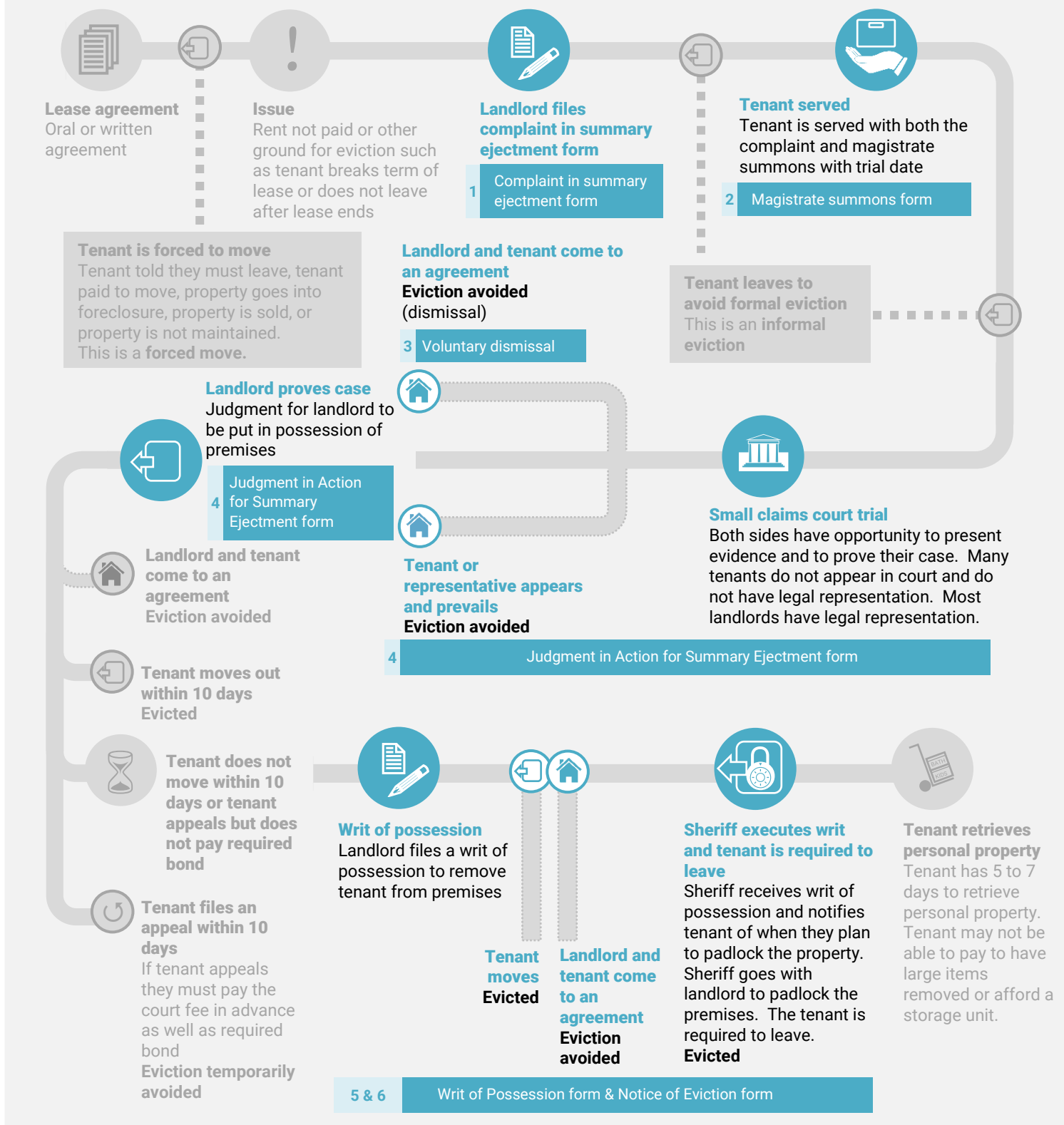
¹¹ This number is smaller than the number of files reported in the VCAP data. Several files were unable to be included due to corrupted files or due to missing documents.

¹² The research team, interns, and volunteers went to the Mecklenburg County Court and manually scanned all summary ejectment case files from July 2016. FineScanner was used for scanning the documents into PDFs. Once all the records were scanned, the scanned files were entered via an online form based on a similar form developed by UNC Greensboro's Center for Housing and Community Studies. Once all the files were entered into Qualtrics, the data were downloaded for cleaning.

¹³ In the process of scanning and converting to the PDF, some pages of the case files may have been corrupted or were illegible. This is a small number of cases, and where possible, it is noted in the analysis.

Diagram 2. Eviction Process in Mecklenburg County

Colored circles reflect steps in eviction process included in this report using court documents



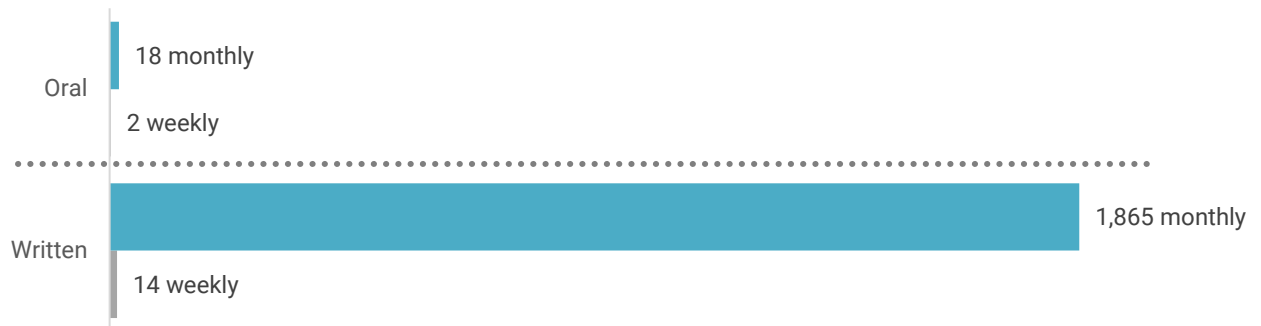
Findings

Lease type

A lease can be written or oral (both parties verbally agree to the terms of the lease). The majority of leases with a complaint in summary ejectment were written leases (1,887 or 99%) with rent due monthly (1,865) rather than weekly (14). A smaller number of leases are oral (24), with the majority of the oral leases being monthly (18) compared to weekly (2).

Majority of leases in eviction cases are monthly and written

Lease type on complaint in summary ejectment form, July 2016



N missing lease type = 29

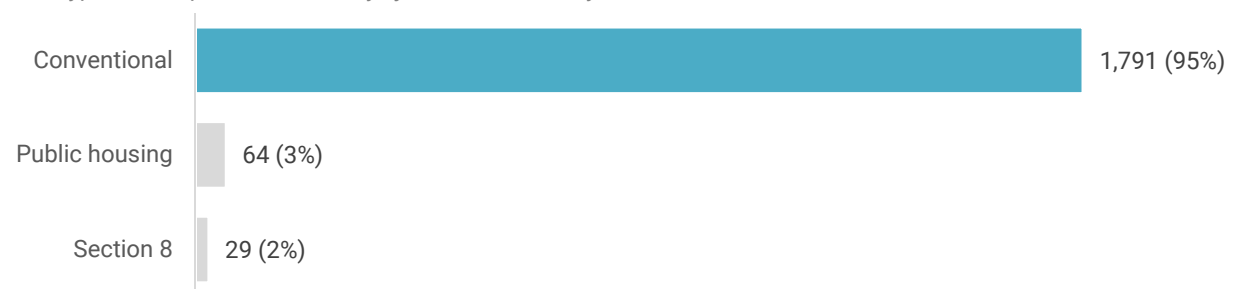
N missing when rent due = 20

Rental Type

There are three possible rental types listed on the complaint in summary ejectment form that a plaintiff can self-report: conventional, public housing, and Section 8.¹⁴ For cases where the rental type was filled in (1,884 cases), the majority of the rentals were self-reported by the plaintiff as conventional (95% or 1,791). Only 3% (64) were public housing and 2% (29) were Section 8.

The majority of rentals were conventional

Rental type on complaint in summary ejectment form, July 2016



N=1884

¹⁴ Conventional refers to non-subsidized rental housing. Public housing refers to rental housing through the Charlotte Housing Authority. Section 8 (or housing choice voucher) refers to a federally funded rental assistance program that subsidizes rents for low-income households who rent units in the private market. The amount of the housing subsidy and limits on the maximum amount of subsidy are determined by the local rental housing market and a household's income.

Plaintiffs

Of the 1,940 summary ejectment cases, 1,786 (92%) were filed by corporations, while 154 (8%) were filed by individuals. In total, 534 plaintiffs comprised the 1,940 complaints. In the one-month sample, a little over half of the plaintiffs (52% or 280), had only one case.

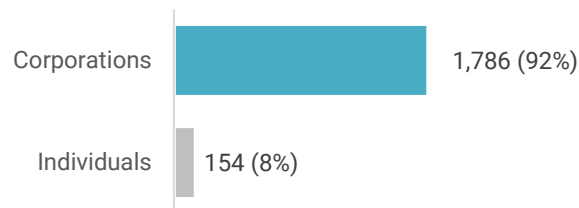
Of the 534 unique plaintiffs, 46 plaintiffs had 10 or more summary ejectment cases. These 46 plaintiffs account for approximately 45% of all the summary ejectment cases. Of these 46 plaintiffs, there were 14 plaintiffs with 20 or more cases, representing approximately 23% of all cases.

It is important to note that while some plaintiffs have a larger number of complaints, it may be that plaintiffs with a higher number of summary ejectment cases have a larger number of units they manage. Also, some corporations may operate under multiple LLCs, which would each be counted as a separate plaintiff.

In 1,589 cases (82% of complaints), the plaintiff had legal representation. The judgment in summary ejectment form does not document whether the defendant (tenant) had legal representation.

The majority of plaintiffs are corporations

Plaintiff type in summary ejectment cases, July 2016



N=1940

In **82%** of cases,
the plaintiff had legal
representation

534
plaintiffs submitted
1,940 complaints

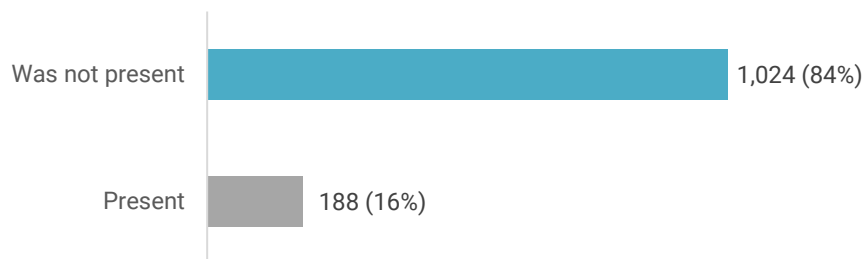
Defendants

The defendant (tenant) was not present in court for 84% (1,024) of the judgments. Tenants may not go to court for a variety of reasons, including not being able to find child care, unable to take off work, or confusion about the process.

Some tenants are not aware of the potential benefits of showing up for their court hearing. If they attend, they have the ability to contest the eviction. When a tenant does appear in court, a landlord may be willing to make an agreement with the tenant—including allowing extra time to move out or agreeing for the tenant to remain on the property and make up rent and late payments.

The majority of defendants were not present in court for the judgment

Defendants in court for Judgment, July 2016



N=1,213

Reasons for Evicting a Tenant

There are four reasons listed on the North Carolina Complaint in Summary Ejectment form for why a landlord can attempt to formally evict a tenant with whom they have an oral or written lease. The majority of complaints (89%) filed allege the defendant breached a condition of the lease for which termination of the lease is permitted.

1

The defendant breached the condition of the lease for which re-entry is specified

89%

In the majority of cases (89% or 1,726), the defendant breached a condition of the lease. Of those 1,726 cases, 1,669 (97%) cited failure to pay rent as the reason for the breach of lease.

This is typically selected if there is a written lease and the tenant did not pay their rent

3

The lease period ended on a specific date and the defendant is holding over after the end of the lease period

1%

In 22 cases (1%), the defendant was holding over after the end of lease.

This reason is frequently selected by landlords with week-to-week or month-to-month leases in situations where the tenant is remaining on the premises after the lease term ended.

2

Defendant failed to pay the rent due by a specific date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint

9%

Nine percent (172) of plaintiffs stated that the defendant failed to pay rent when due and the plaintiff made demand for the rent and waited the 10-day grace period before filing complaint.

This is typically the reason cited if it is an oral lease or the lease does not specify terms for forfeiture.

N=1,223

4

Criminal activity or other activity has occurred in violation of §G.S. 42-63

1%

Twelve (0.6%) complaints were due to criminal activity.

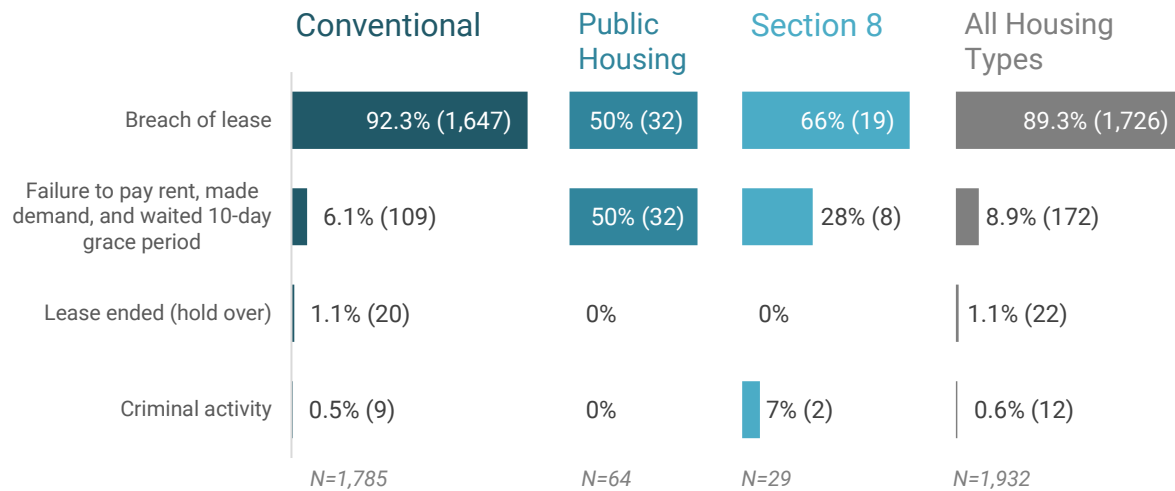
This statute allows for the eviction of the specific person accused of the criminal activity—the court will decide whether all members of the household will be evicted as well.

The majority of landlords (97%) alleged that they were attempting to evict the tenant due to failure to pay rent. It is possible that the landlord could cite failure to pay rent as a pretext for retaliatory evictions against tenants who have complained about repairs, have suffered damages from domestic violence, or have other protected activities. If this is the situation for any case, these details would likely not appear in the small claims court records collected for this report unless the tenant prevailed at trial and the magistrate wrote detailed findings on the judgment.

Across all housing types, “Breach of lease” (mostly due to failure to pay rent) and “failure to pay rent” were the predominant reasons a plaintiff was attempting to evict the tenant.

Breach of lease and failure to pay rent were the predominant reasons for attempted eviction

Complaint by housing type, July 2016



Plaintiff Claims

The plaintiff can list the amount of rent and damages owed on the complaint in summary ejectment form. The plaintiff may also state whether they are requesting only possession of the property (evicting the tenant and not requesting any unpaid/past due rent or damages).

The plaintiff listed an amount owed in 1,790 cases. In over half (1,018 or 57%) of these 1,790 cases, the plaintiff requested “possession only” of the property and did not request the total amount of rent unpaid/past due and damages.

Damages

The plaintiff listed damages in 1,227 cases. The plaintiff reserved the right to future claims in the amount of damages in 77% (946) of the 1,227 complaints that listed damages. The average amount of damages claimed by the plaintiffs was \$273. In some cases, the amount of damages includes any late fees owed by the tenant.

Rent Amount Owed

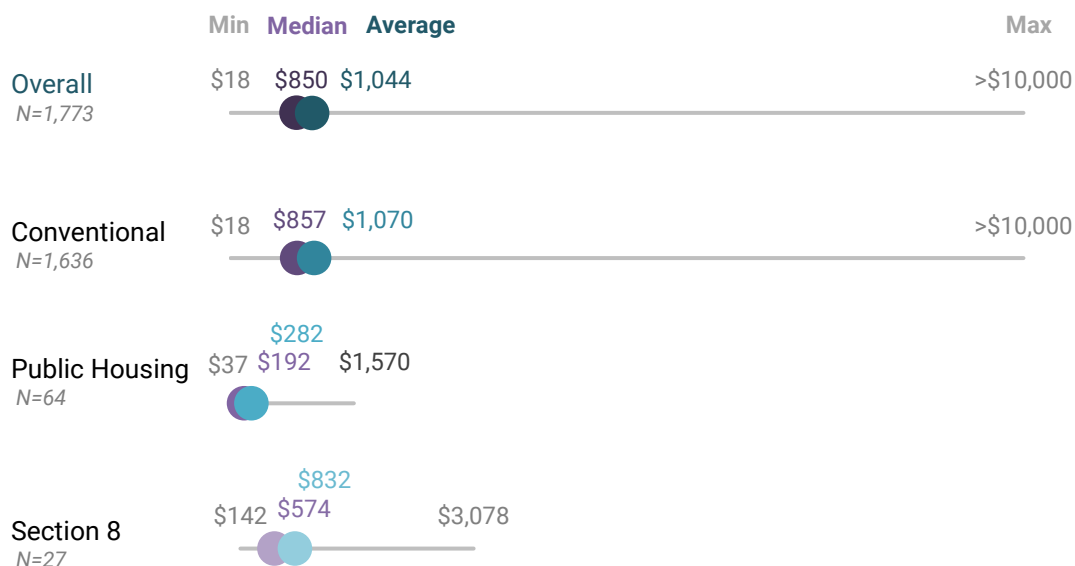
The median amount of rent unpaid/past due was \$850, with a maximum of \$16,399 owed and a minimum of \$18 owed. The figure below depicts the average, minimum, and maximum rent owed for each housing type. For Section 8 tenants the landlord should claim just the tenant’s share of the rent, but some also include the amount of the subsidy. On average, tenants in conventional units tended to owe more rent compared to public housing and section 8 tenants.

Total owed

The average total amount due (rent + damages) was \$1,252 and the median was \$903. The minimum total amount due was \$37 and the maximum was \$16,399.

Average rent amount owed is highest for conventional units

Rent amounts unpaid / past due by housing type, July 2016

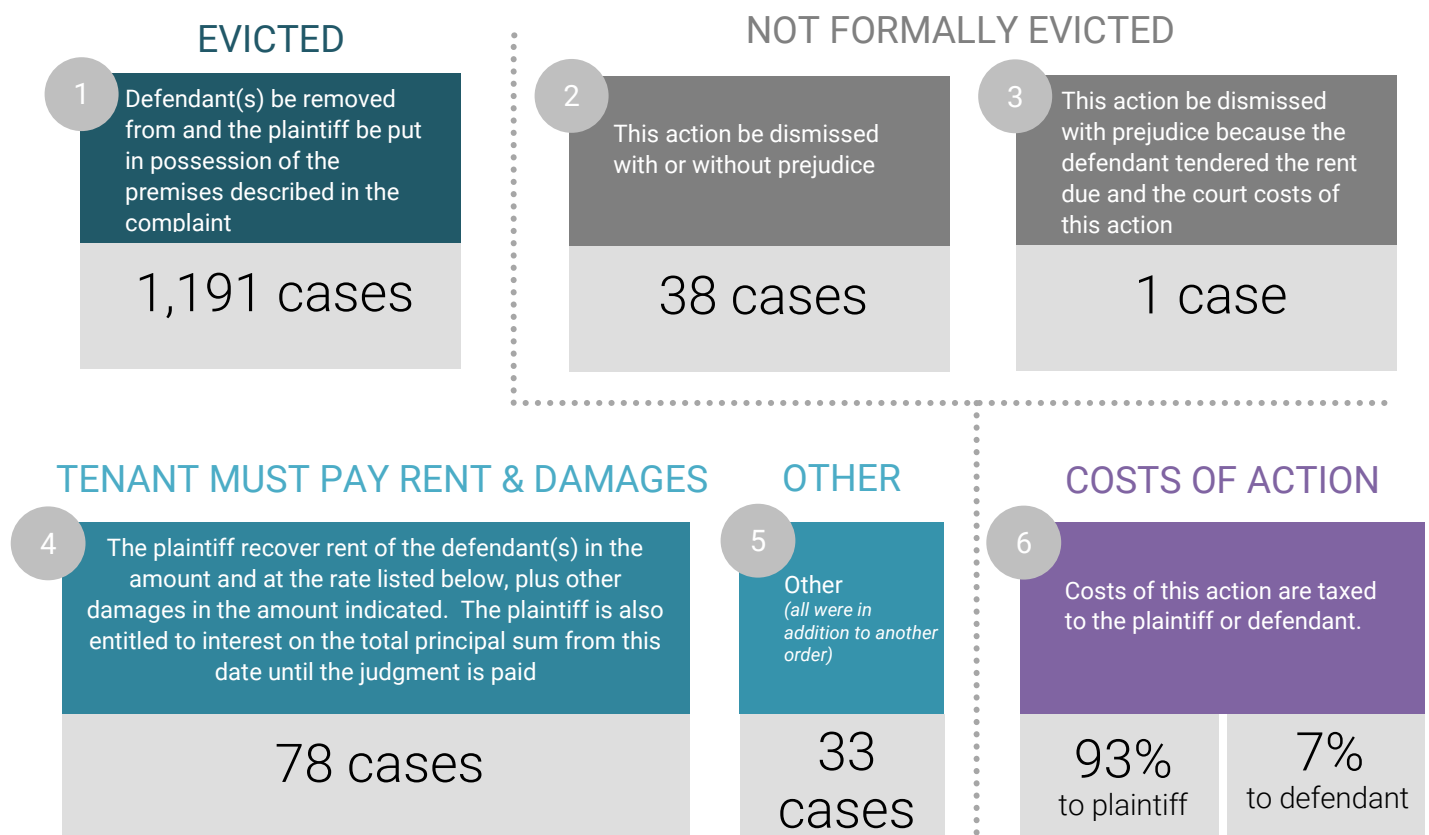


Judgments¹⁵

Of the original 1,940 eviction cases, 720 cases (37%) were voluntarily dismissed or ordered to be dismissed before or on the day of the judgment and 1,224 (63%) received a judgment.¹⁶ In only 2% (27) of cases with a judgment did the plaintiff fail to prove the case by the greater weight of the evidence. In 69% (849) of cases with a judgment, the plaintiff was entitled to a judgment for possession based on the pleading. In 28% (347) of the 1,224 cases with a judgment, the plaintiff won the case by the greater weight of the evidence at trial.

The magistrate can select six potential orders on the judgment form. Multiple orders can be selected and may pertain to different parts of the claim (for example, one order may relate to possession of the premises while another is related to whether the tenant has to pay damages). **1,191 cases resulted in an eviction judgment. This represents 61% of all cases in July and 97% of cases that received a judgment. Thirty-nine cases received a judgment to dismiss.**¹⁷ For cases where the defendant was present (188 cases), the defendant was ordered to be evicted in 90% of cases, compared to 99% for cases where the tenant was not present (1,024 cases).

The Court orders that:



¹⁵ There were 1,224 judgments total, however 1 did not have a court finding, likely due to being dismissed on the same day. Eight cases had both a judgment to evict and a dismissal.

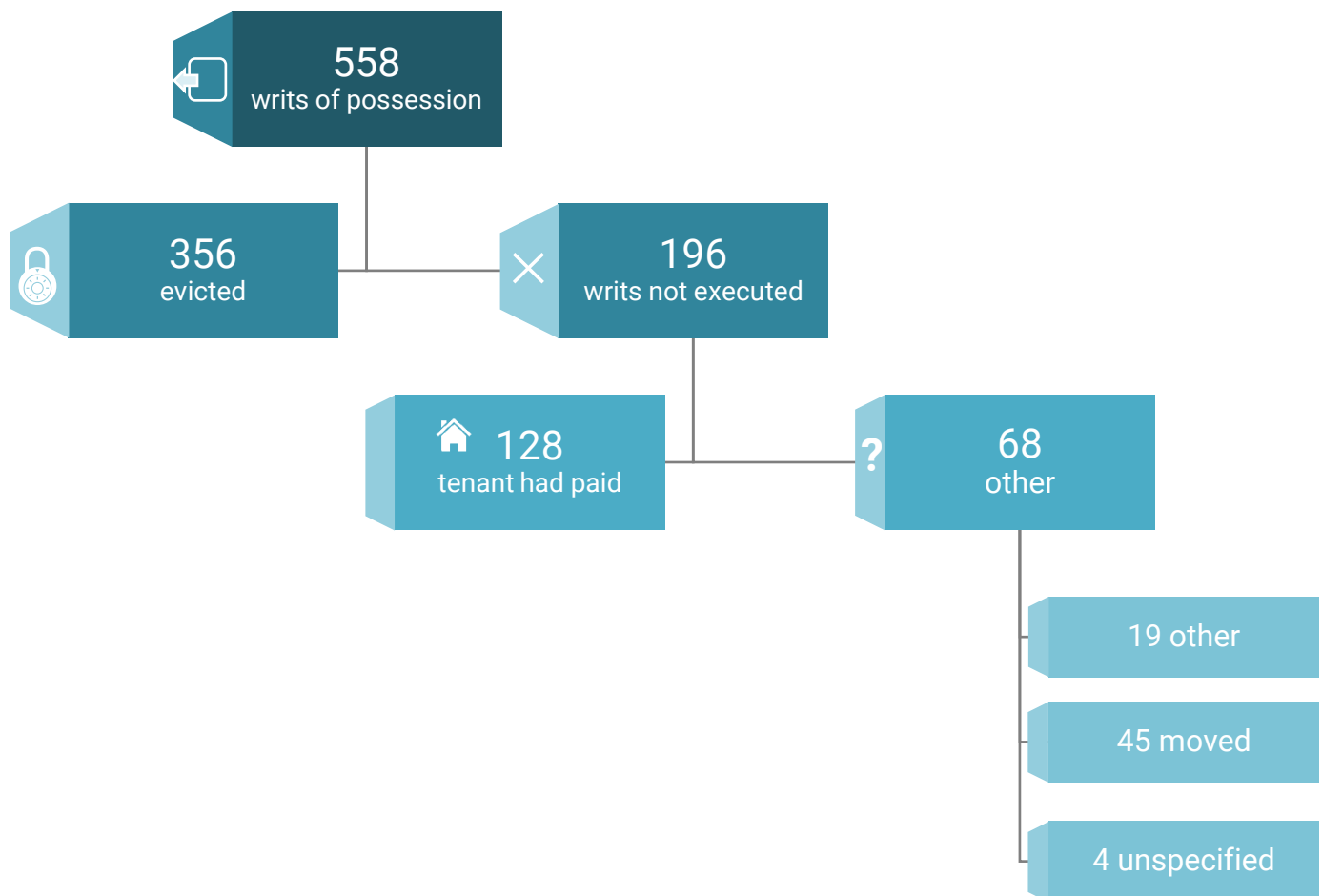
¹⁶ Typically all the files have either a judgment or a dismissal, however 5 files had both a judgment and a voluntary dismissal form. In four of those cases, the dismissal occurred either on or after the judgment date and in one case the dismissal was for the co-defendant only. One file had neither a judgment nor a dismissal.

¹⁷ Eight of these dismissals were in conjunction with judgment to evict and pertained to only a portion of the complaint (e.g. the dismissal was related to the claim of repairs and damages or a dispute over the amount of rent in arrears).

Writs of possession

A writ of possession was issued in less than half (47% or 558) of the 1,191 cases. A writ of possession is issued if the defendant was ordered to be removed from the premises (evicted), but did not move or appeal within 10 days, or if tenant appealed but failed to post required rent bond. When a writ of possession is issued, the Sheriff accompanies the landlord to padlock and secure the premises. Of these 558 writs of possession, 356 (64%) resulted in the premises being secured and the tenant removed (evicted). In 128 (23%) cases the plaintiff requested that the writ be returned because the defendant(s) had satisfied the obligation to the plaintiff. In 45 cases (8%) the defendant had moved by the time the Sheriff went to remove the tenant(s) from the premises. In the other 19 cases, reasons for failing to remove the tenant include that the writ was recalled by the clerk and the plaintiff failed to show.¹⁸ When averaged out over the course of 20 work days in July 2016, this averages approximately 18 tenant households evicted per work day.

Outcomes of writs of possession



¹⁸ 6 writs were bad scans

Conclusion

Charlotte-Mecklenburg Evictions Part 3: One-month snapshot of eviction court records analyzes the details of 1,940 eviction cases in July 2016. These data provide more information about why tenants are being evicted and how many tenants are ultimately evicted.

The case records included in the July 2016 snapshot showed that most evictions were from conventional rentals, rather than from public housing or section 8. This suggests that conversations around developing solutions to housing instability need to continue to include private landlords.

The first report in this series, *Charlotte-Mecklenburg Evictions Part 1*, reported on several themes that emerged from discussions with organizations that serve households that are currently experiencing or have previously experienced an eviction, as well as organizations that represent landlords in Mecklenburg County. One of the themes from these discussions was that tenants should be made more aware of their legal rights and responsibilities during the formal and informal eviction process. The data from the July snapshot, showed that 82% of plaintiffs had legal representation and 84% of tenants were not present in court. The current forms in small claims court do not capture whether the tenant had legal representation, however this would be an important data point to capture in the future. The small percentage of tenants who were present in court suggests that some tenants may not be aware of their legal rights or have access to legal representation in the small claims court.

Another theme from those discussions was that the primary reason for eviction is non-payment of rent and that solutions could include the expansion of affordable housing and pathways to increased income and overall housing stability. This snapshot provides support for that claim, as 1,841 cases cited failure to pay rent as one of the reasons for evicting the tenant. On average, the rent amount owed by a tenant facing eviction was \$1,044 and the median was \$850. For tenants in public housing and section 8, the amount was less. The average amount of rent owed was \$282 for public housing and \$832 for Section 8.

Evictions can be costly to both the landlord and to the tenant. This snapshot provides only a one-month perspective due to lack of digital data availability. There are opportunities to explore increased documentation and digitization of court records to provide the data needed to help inform solutions.

Data tell an important part of the story. The people behind the data, who live in the communities that are experiencing evictions, can provide important context for the observed changes and challenges their communities have and continue to face.



Appendix

Complaint in Summary Ejectment Form (page 1/2)¹⁹

<p>COMPLAINT IN SUMMARY EJECTMENT</p> <p style="text-align: center;">G.S. 7A-216, 7A-232; Ch. 42, Arts. 3 and 7</p>	<p>STATE OF NORTH CAROLINA</p> <p style="text-align: center;">_____ County</p> <p style="text-align: right;">In The General Court Of Justice District Court Division - Small Claims</p> <p>1. The defendant is a resident of the county named above.</p> <p>2. The defendant entered into possession of premises described below as a lessee of plaintiff.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Description Of Premises (include location and address)</td> <td style="width: 30%;"> <input type="checkbox"/> Conventional <input type="checkbox"/> Public Housing <input type="checkbox"/> Section 8 </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Rate Of Rent (Tenant's Share)</td> <td style="width: 10%;"> <input type="checkbox"/> Month per <input type="checkbox"/> Week </td> <td style="width: 20%;">Date Rent Due</td> <td style="width: 20%;">Date Lease Ended</td> <td style="width: 20%;">Type Of Lease</td> </tr> <tr> <td>\$</td> <td></td> <td></td> <td></td> <td> <input type="checkbox"/> Oral <input type="checkbox"/> Written </td> </tr> </table> <p>3. <input type="checkbox"/> The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.</p> <p><input type="checkbox"/> The lease period ended on the above date and the defendant is holding over after the end of the lease period.</p> <p><input type="checkbox"/> The defendant breached the condition of the lease described below for which re-entry is specified.</p> <p><input type="checkbox"/> Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.</p> <p>Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)</p> <p>4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.</p> <p>5. The defendant owes the plaintiff the following:</p> <p>Description Of Any Property Damage</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Amount Of Damage (if known)</td> <td style="width: 30%;">Amount Of Rent Past Due</td> <td style="width: 40%;">Total Amount Due</td> </tr> <tr> <td>\$</td> <td>\$</td> <td>\$</td> </tr> </table> <p>6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Date</td> <td style="width: 40%;">Name Of Plaintiff/Attorney/Agent (type or print)</td> <td style="width: 40%;">Signature Of Plaintiff/Attorney/Agent</td> </tr> </table> <p style="text-align: center;">CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF</p> <p>I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Date</td> <td style="width: 40%;">Name Of Agent (type or print)</td> <td style="width: 40%;">Signature Of Agent</td> </tr> </table> <p style="text-align: center;">(Over)</p>	Description Of Premises (include location and address)	<input type="checkbox"/> Conventional <input type="checkbox"/> Public Housing <input type="checkbox"/> Section 8	Rate Of Rent (Tenant's Share)	<input type="checkbox"/> Month per <input type="checkbox"/> Week	Date Rent Due	Date Lease Ended	Type Of Lease	\$				<input type="checkbox"/> Oral <input type="checkbox"/> Written	Amount Of Damage (if known)	Amount Of Rent Past Due	Total Amount Due	\$	\$	\$	Date	Name Of Plaintiff/Attorney/Agent (type or print)	Signature Of Plaintiff/Attorney/Agent	Date	Name Of Agent (type or print)	Signature Of Agent
Description Of Premises (include location and address)	<input type="checkbox"/> Conventional <input type="checkbox"/> Public Housing <input type="checkbox"/> Section 8																								
Rate Of Rent (Tenant's Share)	<input type="checkbox"/> Month per <input type="checkbox"/> Week	Date Rent Due	Date Lease Ended	Type Of Lease																					
\$				<input type="checkbox"/> Oral <input type="checkbox"/> Written																					
Amount Of Damage (if known)	Amount Of Rent Past Due	Total Amount Due																							
\$	\$	\$																							
Date	Name Of Plaintiff/Attorney/Agent (type or print)	Signature Of Plaintiff/Attorney/Agent																							
Date	Name Of Agent (type or print)	Signature Of Agent																							

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¹⁹ <http://www.nccourts.org/forms/documents/348.pdf>

Complaint in Summary Ejectment Form (page 2/2)

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

**THE CLERK OR MAGISTRATE CANNOT ADVISE YOU ABOUT YOUR CASE OR ASSIST YOU IN COMPLETING THIS FORM.
IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT AN ATTORNEY.**

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$10,000.00 excluding interest and costs unless further restricted by court order.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. In filling out number 2 of the complaint in subsidized housing (e.g., Section 8, voucher, housing authority), the landlord should include in the "Rate Of Rent" box only that portion of the rent that the tenant pays directly to the landlord.
6. In filling out number 3 in the complaint, if the landlord is seeking to remove the tenant for failure to pay rent when there is no written lease, the first block should be checked. (Defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the ten (10) day grace period before filing the complaint.) If the landlord is seeking to remove the tenant for failure to pay rent when there is a written lease with an automatic forfeiture clause, the third block should be checked. (The defendant breached the condition of the lease described below for which re-entry is specified.) And "failure to pay rent" should be placed in the space for description of the breach. If the landlord is seeking to evict tenant for violating some other condition in the lease, the third block should also be checked. If the landlord is claiming that the term of the lease has ended and the tenant refuses to leave, the second block should be checked. If the landlord is claiming that criminal activity occurred, the fourth block should be checked and the conduct must be described in space provided.
7. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is rendered in favor of the plaintiff, court costs may be charged against the defendant.
8. The PLAINTIFF must appear before the magistrate to prove his/her claim.
9. The DEFENDANT may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court. This answer should be accompanied by a copy for the plaintiff and be filed no later than the time set for trial. The filing of the answer DOES NOT relieve the defendant of the need to appear before the magistrate to assert the defendant's defense.
10. Requests for continuances of cases before the magistrate may be granted for good cause shown and for no more than five (5) days per continuance unless the parties agree otherwise.
11. The magistrate will render judgment on the date of hearing unless the parties agree otherwise, or the case is complex as defined in G.S. 7A-222, in which case the decision is required within five (5) days.
12. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is entered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is entered. If notice is given in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within ten (10) days after the judgment is entered. If the appealing party applies to appeal as an indigent, and that request is denied, that party has an additional five (5) days to pay the court costs for the appeal.
13. If the defendant appeals and wishes to remain on the premises the defendant must also post a stay of execution bond within ten (10) days after the judgment is entered. In the event of an appeal by the tenant to district court, the landlord may file a motion to dismiss that appeal under G.S. 7A-228(d). The court may decide the motion without a hearing if the tenant fails to file a response within ten (10) days of receipt of the motion.
14. Upon request of the tenant within seven (7) days of the landlord being placed in lawful possession, the landlord shall release any personal property of the tenant. If, after being placed in lawful possession by execution of a writ, the landlord has offered to release the tenant's property and the tenant fails to retrieve such property during the landlord's regular business hours within seven (7) days after execution of the writ, the landlord may throw away, dispose of, or sell the property in accordance with the provisions of G.S. 42-25.9(g). If sold, the landlord must disburse any surplus proceeds to the tenant upon request within seven (7) days of the sale. If the total value of the property is less than \$500.00, it is deemed abandoned five (5) days after execution unless the tenant requests, prior to expiration of the five-day period, release of the property to the tenant, in which case the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon.
15. This form is supplied in order to expedite the handling of small claims. It is designed to cover the most common claims.

Judgment in Action for Summary Ejectment Form (page 1/1)²⁰

File No.	Abstract No.	STATE OF NORTH CAROLINA																		
Scan No.		County	In The General Court Of Justice District Court Division - Small Claims																	
Judgment Docket Book And Page No.		This action was tried before the undersigned on the cause stated in the complaint. The record shows that the defendant was given proper notice of the nature of the action and the date, time and location of trial.																		
JUDGMENT IN ACTION FOR SUMMARY EJECTMENT		FINDINGS																		
G.S. 7A-210(2), 7A-224; 42-30 Name And Address Of Plaintiff		The Court finds that: 1. <input type="checkbox"/> a. the plaintiff has proved the case by the greater weight of the evidence. <input type="checkbox"/> b. the plaintiff has failed to prove the case by the greater weight of the evidence. <input type="checkbox"/> c. the plaintiff requested and was entitled to a judgment for possession based on the pleading. 2. the defendant(s) <input type="checkbox"/> was <input type="checkbox"/> was not present. <input type="checkbox"/> The defendant was served by postings. 3. <input type="checkbox"/> a. there is no dispute as to the amount of rent in arrears, and the amount is \$ _____. <input type="checkbox"/> b. there is an actual dispute as to the amount of rent in arrears. The defendant(s) claims the amount of rent in arrears is _____, and this amount is the undisputed amount of rent in arrears. 4. other: _____																		
County Telephone No.		ORDER																		
VERSUS		It is ORDERED that: <input type="checkbox"/> 1. the defendant(s) be removed from and the plaintiff be put in possession of the premises described in the complaint. <input type="checkbox"/> 2. this action be dismissed with prejudice. <input type="checkbox"/> 3. this action be dismissed with prejudice because the defendant tendered the rent due and the court costs of this action. <input type="checkbox"/> 4. the plaintiff recover rent of the defendant(s) in the amount and at the rate listed below, plus other damages in the amount indicated. The plaintiff is also entitled to interest on the total principal sum from this date until the judgment is paid. <input type="checkbox"/> 5. other: (specify) _____ <input type="checkbox"/> 6. costs of this action are taxed to the <input type="checkbox"/> plaintiff. <input type="checkbox"/> defendant.																		
Name And Address Of Defendant 1		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Rate Of Rent (Tenant's Share) per</td> <td style="width: 10%; text-align: center;">Mo. <input type="checkbox"/> Wk.</td> <td style="width: 30%;">Amt. Of Rent In Arrears (Owed To Date)</td> <td style="width: 30%; text-align: center;"><input type="checkbox"/> Judgment Announced And Signed In Open Court</td> </tr> <tr> <td>\$</td> <td></td> <td>\$</td> <td></td> </tr> <tr> <td colspan="3">Amount Of Other Damages \$</td> <td>Date</td> </tr> <tr> <td colspan="3" rowspan="2">TOTAL AMOUNT \$</td> <td>Signature Of Magistrate</td> </tr> <tr> <td>Name Of Party Announcing Appeal In Open Court</td> </tr> </table>		Rate Of Rent (Tenant's Share) per	Mo. <input type="checkbox"/> Wk.	Amt. Of Rent In Arrears (Owed To Date)	<input type="checkbox"/> Judgment Announced And Signed In Open Court	\$		\$		Amount Of Other Damages \$			Date	TOTAL AMOUNT \$			Signature Of Magistrate	Name Of Party Announcing Appeal In Open Court
Rate Of Rent (Tenant's Share) per	Mo. <input type="checkbox"/> Wk.	Amt. Of Rent In Arrears (Owed To Date)	<input type="checkbox"/> Judgment Announced And Signed In Open Court																	
\$		\$																		
Amount Of Other Damages \$			Date																	
TOTAL AMOUNT \$			Signature Of Magistrate																	
			Name Of Party Announcing Appeal In Open Court																	
County Telephone No.		CERTIFICATION																		
Name And Address Of Plaintiff's Attorney		<p>(NOTE: To be used when magistrate does not announce and sign this Judgment in open court at the conclusion of the trial.)</p> <p>I certify that this Judgment has been served on each party named by depositing a copy in a post-paid properly addressed envelope in a post office or official depository under the exclusive care and custody of the United States Postal Service.</p>																		
Date		Signature Of Magistrate																		

²⁰ <http://www.nccourts.org/forms/documents/360.pdf>

Magistrate Summons Form (page 2/2)

RETURN OF SERVICE		
I certify that this summons and a copy of the complaint were received and served as follows:		
DEFENDANT 1		
Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
<input type="checkbox"/> By delivering to the defendant named above a copy of the summons and complaint. <input type="checkbox"/> By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein. <input type="checkbox"/> As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.		
Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)		
<input type="checkbox"/> Other manner of service (specify)		
<input type="checkbox"/> Defendant WAS NOT served for the following reason:		
DEFENDANT 2		
Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
<input type="checkbox"/> By delivering to the defendant named above a copy of the summons and complaint. <input type="checkbox"/> By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein. <input type="checkbox"/> As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.		
Name And Address Of Person With Whom Copy Left (if corporation, give title of person copy left with)		
<input type="checkbox"/> Other manner of service (specify)		
<input type="checkbox"/> Defendant WAS NOT served for the following reason:		
FOR USE IN SUMMARY EJECTMENT CASES ONLY:	<input type="checkbox"/> Service was made by mailing by first class mail a copy of the summons and complaint to the defendant(s) and by posting a copy of the summons and complaint at the following premises:	
	Date Served	Name(s) Of The Defendant(s) Served By Posting
	Address Of Premises Where Posted	
Service Fee \$		Signature Of Deputy Sheriff Making Return
Date Received		Name Of Deputy Sheriff Making Return (type or print)
Date Of Return		County Of Deputy Sheriff Making Return

Notice of Voluntary Dismissal (page 1/1)²²

STATE OF NORTH CAROLINA		File No. _____
_____ County		In The General Court Of Justice
		<input type="checkbox"/> Small Claims <input type="checkbox"/> District <input type="checkbox"/> Superior Court Division
Name Of Plaintiff _____ _____ _____	NOTICE OF VOLUNTARY DISMISSAL <input type="checkbox"/> COMPLAINT <input type="checkbox"/> COUNTERCLAIM <input type="checkbox"/> OTHER _____	
VERSUS		
Name Of Defendant _____ _____ _____		
G.S. 1A-1, Rule 41		
Complete the following information if known:		
Court Date	Time	Location
	<input type="checkbox"/> AM <input type="checkbox"/> PM	_____
<input type="checkbox"/> The plaintiff gives notice of voluntary dismissal in this case as to all of the defendants. <input type="checkbox"/> with prejudice <input type="checkbox"/> without prejudice		
<input type="checkbox"/> The plaintiff gives notice of voluntary dismissal in this case only as to the defendants named below and this case remains open as to defendants not listed. (Name of defendants for whom dismissal taken.)		
<input type="checkbox"/> The defendant gives notice of voluntary dismissal of the counterclaim in this case as to all of the plaintiffs. <input type="checkbox"/> with prejudice <input type="checkbox"/> without prejudice		
<input type="checkbox"/> The defendant gives notice of voluntary dismissal in this case only as to the plaintiffs named below and the counterclaim remains open as to plaintiffs not listed. (Name of plaintiffs for whom dismissal taken.)		
<input type="checkbox"/> Other:		
Date	Plaintiff Or Attorney	
Date	Defendant Or Attorney	
NOTE TO CITY OR COUNTY PLAINTIFF: If, pursuant to G.S. 7A-317, you were not required to advance costs when filing the complaint to which you are taking a voluntary dismissal, you must pay the costs to the Clerk of Superior Court upon taking a voluntary dismissal. You may not refile this lawsuit without paying the costs. G.S. 1A-1, Rule 41.		
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²² <http://www.nccourts.org/forms/documents/251.pdf>

STATE OF NORTH CAROLINA		File No.	Scan No.(s) (official use only)
County _____		In The General Court Of Justice <input type="checkbox"/> Small Claims <input type="checkbox"/> District <input type="checkbox"/> Superior Court Division	
<i>Name And Address Of Plaintiff</i>		WRIT OF POSSESSION REAL PROPERTY G.S. 1-313(4), 42-36.2	
VERSUS			
<i>Name And Address Of Defendant 1</i>		<i>Name And Address Of Defendant 2</i>	
<p>To The Sheriff Of _____ County:</p> <p>A judgment in favor of the plaintiff was rendered in this case for the possession of the real property described below and you are commanded to remove the defendant(s) from, and put the plaintiff in possession of, those premises.</p>			
<i>Description Of Property (include location)</i>			
<i>Date Of Judgment</i>		<i>Date Writ Issued</i>	
		Signature _____	
		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court	

Appendix | 29

Writ of Possession Real Property Form (page 2/2)

RETURN		
<div style="margin-bottom: 10px;"> <input type="checkbox"/> 1. This Writ Of Possession was served as follows: <div style="margin-left: 20px;"> <input type="checkbox"/> a. By removing the defendant(s) from the premises and putting the plaintiff in possession after giving notice of removal to the defendant(s) as required by law. <input type="checkbox"/> b. By removing the defendant(s) from the premises and putting the plaintiff in possession after giving notice of removal to the defendant(s) as required by law. The defendant's(s') property was taken to the warehouse listed below for storage. <input type="checkbox"/> c. By giving notice of removal to the defendant(s) as required by law and by leaving the defendant's(s') property on the premises and locking the premises in accordance with the written request of the plaintiff which is attached. <input type="checkbox"/> d. By locking the premises after the undersigned sheriff received a signed statement from the landlord or the landlord's authorized agent, stating that the tenant's property can remain on the premises. <i>(attach signed statement)</i> </div> </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> 2. The undersigned sheriff received a signed statement from the landlord or the landlord's authorized agent, stating that the landlord does not want to eject the tenant because the tenant has paid all court costs charged to him/her and has satisfied his/her indebtedness to the landlord. As a result, this Writ Of Possession is being returned unexecuted. <i>(attach signed statement)</i> </div> <div> <input type="checkbox"/> 3. I have failed to remove the defendant(s) from the premises for the following reason: <div style="margin-left: 20px;"> <input type="checkbox"/> a. The plaintiff verbally requested that the Writ be returned because the defendant(s) satisfied the obligation to the plaintiff. <input type="checkbox"/> b. The plaintiff failed to advance the expenses of removal and one month's storage after being asked to do so. <input type="checkbox"/> c. Other: <i>(specify)</i> <div style="background-color: #e6f2ff; height: 150px; margin-top: 5px;"></div> </div> </div>		
Name And Address Of Warehouse <div style="background-color: #e6f2ff; height: 50px; margin-top: 5px;"></div>		
Fee Paid \$	Signature Of Deputy Sheriff Making Return	
Fee Paid By (type or print)	Name Of Deputy Sheriff Making Return (type or print)	
Date Received	Date Executed	Date Returned
County Of Deputy Sheriff Making Return		
<div style="font-size: small; margin-top: 10px;"> AOC-CV-401, Side Two, Rev. 8/17 © 2017 Administrative Office of the Courts </div>		

References

ⁱ Desmond, M., Gershenson, C., & Kiviat, B. (n.d.). Forced Relocation and Residential Instability among Urban Renters. Retrieved from https://scholar.harvard.edu/files/mdesmond/files/desmond.etal_2015.forcedrelation.ssr_2.pdf

ⁱⁱ Desmond, M., & Shollenberger, T. (2015). Forced Displacement From Rental Housing: Prevalence and Neighborhood Consequences. doi:10.1007/s13524-015-0419-9

ⁱⁱⁱ *Ibid.*

^{iv} Desmond, M. (2016). *Evicted: Poverty and Profit in the American City*. New York City, New York: Crown Publishing Group.