

The Massachusetts Homeownership Collaborative

HOMEBUYER COUNSELING CORE CURRICULUM

SECTION X: MULTI-FAMILY OWNERSHIP

Section Objectives:

- To emphasize and ensure participants understand the responsibilities involved in multi-family ownership
- To provide participants with an understanding of the legal responsibilities of being a landlord
- To provide participants with basic information about tenant selection, management and termination of tenancy

A. OVERVIEW	X-2
B. RECORD KEEPING	X-3
C. MAINTENANCE AND REPAIRS	X-4
D. BEING A LANDLORD	X-4
E. TENANCIES	X-5
F. TENANT SELECTION	X-8
G. SECURITY DEPOSIT AND LAST MONTH'S RENT	X-12
H. TERMINATION OF TENANCY	X-13

SECTION X: MULTI-FAMILY OWNERSHIP

A. OVERVIEW

The decision to become a landlord requires careful consideration and much thought. For many low and moderate income individuals, multi-family ownership is the only way they can purchase a piece of real estate. When making a decision to become a landlord, you must take stock of yourself, your lifestyle, and ask if you want to be responsible to others. It is true that owning a home has many advantages and benefits. But, you should prepare yourself for the hard work it will take to maintain this investment. A landlord is, in essence, a property manager. Your rental property is not only your home, but also your business! A rental property owner must adhere to the laws, rules and regulations that govern rental housing. To be successful, you must have a clear understanding of these practices.

There are both advantages and disadvantages to multi-family ownership:

Advantages

- Monthly mortgage payments may be more manageable due to rental income
- Rental income may enable a household who cannot afford single family ownership the ability to achieve homeownership
- May be good for extended families

Disadvantages

- You are responsible for full mortgage payment even if rental income is not available
- More responsibility, including compliance with fair housing laws
- Must keep rental unit(s) in good condition
- May have problems with tenants, including extended family members who are tenants

Owners of multi-family properties must realize that ownership of one's own home (e.g. a single family home) is a great deal of responsibility. To own a multi-family home means the level of responsibility is multiplied. The owners of a single family home need to budget for and perform regular maintenance on the property if they are going to keep their home in good condition. They must also budget for and take care of repairs that arise. The owners of a multi-family home are responsible not only for the unit in which they reside, but for the other units as well. The responsibility goes

SECTION X: MULTI-FAMILY OWNERSHIP

beyond keeping a safe and decent place for yourself; it is the law to provide safe and decent units for your tenants.

Maintenance and repair costs can be substantial. For instance, if you own a three-family home and you want to conserve water, it is in your financial interest to replace not just the toilet in your unit, but also the toilets in all three units. If the porch on one unit of a four-family home is unsafe and needs to be replaced, chances are all four porches need to be replaced. And if a tenant is injured because the porch was unsafe and you did not repair it, you are liable for any lawsuits that may arise.

At the same time, the owners of a multi-family property who are able to take care of their property and rent their units to responsible tenants can find themselves in a very desirable situation. Many multi-family owners are able to reduce their portion of the monthly mortgage payment to little or nothing because of the presence of rental income. For some first-time homebuyers, this is the only way they can afford to own their own home. Some owners also find it comforting to know that their tenants are looking out for the house when the owners are at work or on vacation.

TIP:

Initiate a discussion on the pros and cons of multi-family ownership. Ask participants what they consider the advantages of owning a multi-family property. Use their answers as a point/counterpoint to emphasize the disadvantages and ensure participants understand the responsibilities involved.

** Note: The following sections are intended to provide an overview of the responsibilities of multi-family ownership. They are not intended to provide specific legal advice. Laws and regulations that apply to rental units change from time to time. Landlords should seek legal or tax advice as required. **

B. RECORD KEEPING

When you own a multi-unit house, it must be treated and managed as a small business.

- Keep good records of applications, rent payment dates, etc.

SECTION X: MULTI-FAMILY OWNERSHIP

- Keep receipts for all purchases associated with the house. Many items are tax deductible in the year in which they are expended. Some items can be used to minimize capital gains taxes when the property is sold. Receipts must be available for deductions.
- Retain the services of a tax preparer. Taxes are more complicated for owners of rental property. In addition to the standard deduction for interest paid on the mortgage, rental income and property depreciation must also be reported.

C. PROPERTY MAINTENANCE AND REPAIRS

Property maintenance and repair issues are similar for owners of single family and multi-family properties, except that the owner of a multi-family property is responsible for the units other than the one in which they reside. Furthermore, all rental units must comply with Chapter II of the Massachusetts State Sanitary Code “Minimum Standards of Fitness for Human Habitation.” The enforcement of the provisions of the Code is the responsibility of local boards of health and inspections agencies. For owners of multi-family properties, failure to comply with the law can result in fines, legal action or loss of rent.

Since the owner of a multi-family home must perform maintenance and repairs on more than one unit, the costs for maintenance and repairs can be double or triple what they would be for a single family home (depending on the number of units). As for single family owners, it is in the best interest of multi-family owners to perform maintenance tasks regularly, so as to avoid large-scale problems later.

For a further discussion of maintenance and repair issues, see Section IX, Successful Homeownership.

D. BEING A LANDLORD

As a landlord, you decide what form of tenancy best suits your need. It is always best to immediately establish very clear rules, policies, procedures and lines of communication between you and your tenants to avoid pitfalls in the future. Rental policies and any other agreements should be placed in writing prior to accepting payments for rent.

Before your tenant moves in, it is good business practice to have a “condition of the apartment” inspection. This inspection allows you and your tenant the opportunity to inspect the apartment to make sure that everything is in good working order. During such an inspection, you can show your tenant where and how appliances, utility boxes, smoke detectors, and other items of concern operate. Talk with your tenant about trash storage and removal and policies regarding minor repairs. Both you and

SECTION X: MULTI-FAMILY OWNERSHIP

your tenant should sign an “apartment conditions form”. If repairs are needed, now is the time to make arrangements for access with your tenant.

Developing sound tenant selection criteria and practices is crucial to your success as a rental property owner. Fair Housing laws make it unlawful to express or advertise a preference for a tenant on the basis of race, color, national origin, religion, age, gender, sexual orientation, military history, disability, family status and source of income. This applies to all written materials (ads, leases, flyers, community bulletin boards, “For Rent” signs in the window, etc.) as well as statements made verbally whether face-to-face, over the telephone, or as a greeting on your answering machine. You must familiarize yourself with these laws because ignorance is no defense if you are accused of discriminating against someone in a protected class who seeks to rent a unit from you.

The two most important laws governing tenant selection are Massachusetts State Law Chapter 151B and U.D. Code Title 42 of the Fair Housing Act. These laws make it illegal to discriminate against people based on race, color, sex, gender, national origin, family status, disabilities, religion, or recipients of public assistance. Massachusetts law covers these categories and also includes sexual orientation. To familiarize yourself with the federal and state Fair Housing Laws visit: www.bostonfairhousing.com/housing_rights.htm.

In summary:

- Treat renting as a business
- Maintain a level of professionalism with your tenants and prospective tenants
- Create open lines of clear communication
- Take prompt action when necessary to avoid potential problems

E. TENANCIES

Types of Tenancies

1. Fixed-Term Standard Lease (tenancy for years)

A lease is a written agreement between the owner and the tenant that outlines the terms of the rental period and the promise to pay rent in exchange for the use and occupancy of the rental unit.

SECTION X: MULTI-FAMILY OWNERSHIP

Features:

- A lease can be self-renewing, e.g. it will automatically re-establish itself upon expiration of the rental term unless one of the parties chooses not to renew it (the lease should state that it is a self-renewing lease).
- A fixed-term lease is the strongest form of rental agreement.
- A lease can only be terminated through court action, mutual agreement by both parties, or by the apartment being deemed uninhabitable.
- The terms of a lease remain valid and must be adhered to even when a building is sold.
- A lease is valid only when both parties have signed it; a copy must be forwarded within 30 days.
- No lease can include provisions which gives up a tenant's right to due process during eviction, forfeit security deposits for anything except legitimate damages or unpaid rent, charge extra fees for rent less than 30 days late, or waive certain liabilities required by state law.

Advantages of a Lease:

- Security, stability and protection for you and your tenant.
- If major violations of the lease occur and the lease contains the proper language, terminating the tenancy may occur much faster than if there was no written rental agreement

Disadvantages of a Lease:

- You cannot raise the rent unless the lease has an "escalator" clause.
- You can only evict a tenant for non-payment of rent or for some significant violation of the lease or other major negative behavior.
- Tenants who fail to make timely rent payments can avoid eviction for non-payment by paying the money owed to the court by the "Answer Day" as many times as this happens during the term of the lease.

2. Tenancy-at-Will

A tenancy-at-will is the most common form of tenancy in Massachusetts. It has no set duration (it extends from month to month) and is established upon

SECTION X: MULTI-FAMILY OWNERSHIP

acceptance of rent and when the tenant takes legal possession of the rental unit. Although the rental agreement may be written or oral, it is best to have any and all agreements pertaining to tenancies in writing. Written agreements help to protect you against any miscommunication should problems arise in the future.

Advantages of a Tenancy-at-Will:

- Flexibility for the landlord and tenant.
- The tenancy can be terminated with a 30-day notice without reason.
- The rent may be raised between rental periods provided proper notice is given.

Disadvantages of a Tenancy-at-Will:

- Allows the tenant to move out on short notice.
- Often oral which leads to misunderstandings.

3. Tenancy-at-Sufferance

A tenancy-at-sufferance occurs when a tenant loses lawful possession but continues to occupy the rental unit without the owner's consent (occupancy is not considered trespassing).

Features:

- Tenant is held liable for market value rent for use and occupancy of the premises (which can be offset if there are code violations in the unit).
- May be converted to tenant-at-will if the landlord accepts payment without following proper procedures.
- If the owner does not wish to establish a tenancy, the owner can issue a receipt which states that the payment is for "use and occupancy only"; checks should be similarly marked before being cashed
- Rental payment made under this type of tenancy can be made at the end of a rental period
- Holds the least rights for a tenant

SECTION X: MULTI-FAMILY OWNERSHIP

F. TENANT SELECTION

The laws heavily support the rights and conveniences of the tenant once a rental unit is occupied. It is very important to do tenant selection carefully, because it can be very costly and difficult to evict or convince a tenant who is causing problems to leave. As a landlord, you have the most control in determining how a rental arrangement will work out during the tenant selection process.

Know What You Want in a Tenant

- Ability and desire to pay rent on time and in full
- Maintenance of rental unit; no damages
- Does not disturb the rest of the building's occupants
- Will abide by the rules established for the building and the other terms of the tenancy

Advertising

- Advertise in local newspapers, community boards, "For Rent" signs, and/or use free apartment listing services
- Advertisements should be clear, concise, and relate to the apartment only
- List apartment's benefits and features
- Include requested rent
- List the property with a rental real estate office (their commission is usually equal to one month's rent)

Screening Procedures

- Require a written application
- Conduct reference checks (rental history, employment status, income verification). When checking on rental history, try to speak with a former landlord. A current landlord may not be entirely truthful if he/she wishes the tenant to leave. A former landlord no longer has an interest and may be more honest.

SECTION X: MULTI-FAMILY OWNERSHIP

- Review a prospective tenant's credit report (repayment history, income vs. debt). The information on the credit report should be consistent with the information provided on the application.

Laws Regarding Tenant Selection

1. *Anti-Discrimination Laws.* It is illegal to discriminate against anyone on the basis of:
 - Race
 - Color
 - National origin
 - Sex
 - Sexual orientation
 - Family status (which includes families with children and pregnant women)
 - Marital status, age (except minors who have only limited legal protection)
 - Religion
 - Physical or mental disability or handicap
 - Source of income (e.g. welfare, other public assistance)
 - Rent subsidy
 - Or status as a veteran or member of the armed forces

The easiest way to safeguard yourself from discrimination claims is to deal with every potential tenant in the same manner, consistent with local, state and federal fair housing laws. Not only is this sound business sense, but it also helps to keep you organized during the tenant selection process.

- Provide consistent and complete information to everyone
 - Use and keep standardized forms (applications, credit check forms, etc.) Every applicant should receive the same forms.
 - Establish policies regarding credit and reference checks, security deposits. Adhere to these policies in every instance.
 - Make decisions based only on objective criteria.
 - Keep detailed records of your practices. Record keeping is very important because it is not enough to not discriminate, but you may have to prove you did not discriminate against someone.
2. *Lead Paint.* In most urban areas, where a large portion of the housing stock is older, many homes have lead paint. Rental property owners are required to comply with federal, state and local lead paint laws for all rental properties where children under the age of six reside:
 - All units where children under the age of six will reside must be lead safe

SECTION X: MULTI-FAMILY OWNERSHIP

- A landlord cannot refuse to rent to a prospective tenant with children under the age of six because of the presence of lead
- A landlord cannot ask a tenant to sign any documents acknowledging the presence of lead and relinquishing any right to bring court action if a child is found to have been lead poisoned

When a property owner is not in compliance with the law, he/she faces the risk of a possible lawsuit.

Lead paint removal can be a financial burden for many first time homebuyers and landlords, but there are some limited resources available to defray some of these costs for qualified homeowners. Lead paint removal or abatement must be completed by a certified lead abatement agency. Homeowners should contact the State Department of Public Health (DPH) Childhood Lead Poisoning Prevention Program (1 800-532-9571 or at www.mass.gov/dph) for a list of certified lead removal contractors and inspectors. MassHousing, the Massachusetts Housing Finance Agency, offers a low-cost, 0%, deferred payment loan through its “Get The Lead Out” Program to qualified owner occupants of one to four-family properties (more information can be found at www.masshousing.com). In addition, the state of Massachusetts offers a tax credit incentive to property owners equal to the cost of lead abatement of a residential unit or \$1,500, whichever is less.

Any prospective tenant about to enter into a rental agreement must receive:

- A Standard Notification Form
- A copy of the most recent lead inspection report
- A copy of the Letter of Compliance (which protects you from being liable for any lawsuits which may arise from anyone who files a claim against you based on the presence of lead in that unit) or the Letter of Interim Control (which you receive upon final inspection of a unit that is in compliance with an Emergency Lead Management Plan*).

Tenants must sign that they have received these materials.

* An Emergency Lead Management Plan is a plan that will allow a property owner to remedy situations that pose immediate danger and to complete the remainder of the work over a specified period.

SECTION X: MULTI-FAMILY OWNERSHIP

3. *Renting to families with children.* Fair Housing laws make it illegal to refuse to rent, sell or show a dwelling because a household includes children, a woman who is pregnant, or someone who anticipates obtaining custody of a child. Other discriminatory practices include:
 - “Steering” or restricting families with children to certain buildings, or to certain units within a building, such as ground level
 - Setting different terms or conditions on such households, including requiring families with children to meet additional requirements or pay additional fees
 - In 1998 the U.S. Dept. of Housing and Urban Development adopted the “Keating Memo” which states that an occupancy standard for two persons per bedroom will generally be considered reasonable under the Fair Housing Act. Any occupancy standard more restrictive may be considered discriminatory!
4. *Acceptable Sources of Income.* In Massachusetts, it is illegal to refuse to rent to an applicant because his or her income from sources other than paid employment. When determining whether or not an applicant will be able to pay the rent, ALL sources of income must be considered. Examples of acceptable sources of income are: alimony, child support, Disability Income (SSDI), paid employment, Section 8 rental subsidy, Social Security (SSI), and TAFDC or other public assistance. It is illegal to require an additional security deposit or rental charge for home seekers with rental subsidies or other forms of public assistance that is not required of all other tenants.
5. *Renting to People with Disabilities.* Federal and state fair housing laws prohibit making rental property unavailable because an applicant, household member, or a person associated with the applicant has a disability. It is illegal to inquire into the nature or severity of an applicant’s disability such as, “What kind of disability do you have?”, “Why aren’t you receiving SSI?”, or “Are you under a doctor’s care?” While you shouldn’t ask for the specifics of the applicant’s disability, you should ask all of your tenants “Will you require additional assistance?” For more information, contact the Disability Law Center at 1-800-872-9992 or at www.dlc-ma.org.
6. *Pets.* Seeing eye dogs and ear dogs must be accepted if the tenant is disabled, blind or hearing impaired. The landlord should adopt a pet policy and include it in the written rental agreement.

G. SECURITY DEPOSIT AND LAST MONTH’S RENT

SECTION X: MULTI-FAMILY OWNERSHIP

You can legally require a tenant to pay a first month's rent, security deposit, last month's rent and a key and lock fee prior to moving in. These up front costs can be costly for a tenant. You have the option to choose whether you should require any one of these or all of them. The choice to collect all three payments at the outset of a tenancy could dissuade potentially good tenants from renting from you, because of the up front expense. However, as a property owner, you need to have some guarantee to cover the cost of damages and potential loss of rent.

State law governs the management of a security deposit and last month's rent. Establishing clear policies and maintaining good records are essential to a property owner's success.

Security Deposit

- A security deposit is money collected to protect you against any expenses you may incur if the rental unit has been damaged beyond normal wear and tear.
- The security deposit law requires the deposit to be placed in an interest-bearing escrow account. After a period of one year, if the lease or rental agreement is to continue, Massachusetts law requires you to pay the interest to the tenant.
- The security deposit cannot exceed the amount of the first month's rent.
- The security deposit is the tenant's property.
- At the end of the tenancy or when the tenant moves out, you have thirty days to return the security deposit and any interest due.
- If any part of the security deposit is used to pay for damages or any unpaid rent, you must notify the tenant in writing and provide an itemized list of the damages.
- If the security deposit is used to pay for damages, interest is still owed to the tenant.

Under the current Massachusetts Security Deposit Law, if the security deposit is not handled correctly, the owner forfeits the right to a security deposit or may have to pay the tenant up to three times the amount of the security deposit if awarded by a judge. The owner also may have to forfeit the right to counterclaims for any damage to the premises in any legal action brought by the tenant. A landlord can also be required to pay the tenant's attorney's fees and court costs.

A landlord who collects a security deposit must:

SECTION X: MULTI-FAMILY OWNERSHIP

- Provide the tenant with a Condition of the Apartment Statement
- Place the security deposit in an interest bearing escrow account
- Notify the tenant within 30 days of the name of the bank that holds the account and the account number
- Pay interest to tenants remaining for a one year rental period

The security deposit cannot be used until the tenant moves out. All claims against the security deposit must be for legitimate damages or repairs and substantiated with receipts or estimates. Make sure you give tenants receipts for all moneys collected.

Last Month's Rent

- Last month's rent is collected at the start of the rental period to protect you against tenants who vacate without warning or who do not leave a forwarding address. For tenants who give property notice, the last month's rent is typically applied to the tenants' last month of occupancy.
- Last month's rent cannot exceed the amount of the first month's rent.
- While the law does not require you to deposit the last month's rent in a bank account, you are still responsible for paying interest. If you deposit the last month's rent in a bank, you are required to pay whatever interest the bank pays (up to 5%). If you do not deposit it in a bank, you must pay 5% annual interest.

If a new rental agreement calls for an increase in rent, it is recommended that you return the original last month's rent payment and accept a new last month's rent for the new rental unit charge. This will ensure that you receive your proper last month's rent amount.

H. TERMINATION OF TENANCY

Eviction is a court procedure that allows you to legally remove an unwanted tenant or to collect payment for rent arrears due. The eviction process is time consuming. If you seek to evict tenants, you must strictly follow the established legal procedures. You can suffer the loss of time and income if the eviction process is not carried out properly. If you have done a thorough job of screening, selecting a tenant, maintaining your property, keeping accurate records, establishing clear rental policies and maintaining open lines of communication, you may never have to evict a tenant. In the event that you do, it is good advice to consult an attorney.

SECTION X: MULTI-FAMILY OWNERSHIP

There are two basic types of eviction in Massachusetts: eviction for nonpayment of rent and eviction for possession. Eviction for nonpayment is the process used when a tenant does not pay his/her rent; eviction for possession is the process used when you want to evict a tenant for any reason other than nonpayment. If the tenant has a lease, the burden of proof is on you to show that the tenant has violated the lease. If the tenancy is a tenancy-at-will, you do not need a reason to evict.

A tenant cannot be evicted without a court order. Sometimes a judge will allow a tenant additional time to relocate to another apartment. This is called a “stay of execution and judgment.” It can be as long as six months to one year if the tenant is elderly or disabled.

Courts will not allow evictions to take place if the proper notices have not been given in the time frames allowed by law. If you need to evict, it is helpful to have an eviction calendar to keep you organized.

The steps in the eviction process are as follows:

Service of a Notice to Quit

The type of Notice to Quit you must serve varies depending on whether eviction is for possession or nonpayment of rent, and what type of tenancy exists. For possession, the notice must be delivered in accordance with the lease agreement if the tenancy is a tenancy-for-years. If a tenancy-at-will exists, the length of time must correspond to the time between rent payments, with a minimum of 30 days or a full rental period (whichever is longer), and the tenancy must be terminated at the end of a rental period.

For nonpayment, regardless of the type of tenancy, proper notice can be served with a Fourteen Day Notice. A tenant-at-will has the legal right to correct the arrears by paying the amount due (and stop the eviction). Tenants without a lease have 10 days to pay from receipt of the Notice to Quit. When there is a lease, the tenant can cure the eviction by paying the arrears in full by the “Answer Day” (the Monday before the case is heard in court). A tenant can pay in this manner any number of times during the life of the rental agreement.

If payment is accepted after notice of termination, then that tenant becomes a tenant-at-will with all the rights of a legal tenant. If you wish to go forward with the eviction (for either type of tenant) and want to accept payment, a receipt “for use and occupancy only” should be given to the tenant. If the tenant pays by check, the check should also be marked “for use and occupancy” prior to cashing it. Use and Occupancy payments are made at the end of the rental period and may not necessarily be the same as the rent amount, but the fair market rental value.

SECTION X: MULTI-FAMILY OWNERSHIP

SECTION X: MULTI-FAMILY OWNERSHIP

Service of a Summary Process Summons and Complaint

After the amount of time (14 days, a full rental period or the amount of time specified on the lease) on a legitimate notice has expired, the tenant becomes a tenant-at-sufferance. The tenancy has been legally terminated, and the landlord can now go through with the Summary Process and Complaint.

Summary Process is the official court term for the eviction procedure. To take the next step toward eviction, you must take a copy of the Summary Process notice, with the date and time on it, to the local Housing or District Court. The clerk will assign a hearing date. You must then have a sheriff or constable serve the tenant with the Summons and Complaint.

Filing with the Court on Filing Day

The Filing Date (also called the Entry Day) is the second Monday before your court date (the date appears on the Summary Process Summons in the upper right hand corner). The Summons must be served on the tenant at least seven days, but no more than 30 days, before the Filing Date. If these time frames are not met and the tenant raises this point at the hearing, then the complaint will be dismissed and you must begin the process again. After the sheriff has served the tenant, one original Summons (the one with the date and time information) must be returned to the court by the Filing Date. The case will now be entered for trial and you pay your filing fee.

The Tenant's Answer Day

The Answer Date is the first Monday before your court hearing or one week after the Filing Date. The Answer Day is the last day the tenant has to file an answer to your complaint. You should consult an attorney if you wish to use any legal procedures to find out what your tenant is planning to present in court. You can call the clerk's office to determine whether an answer has been filed.

A Court Hearing

The Hearing Day is the date when your case is heard, usually the second Thursday following the Filing Date. You should attend the hearing. Arrive early. Check in with the clerk to let them know you are there and to ask where you need to go.

You may be asked if you want mediation. That may not be a bad idea as a last effort to reach some kind of agreement or arrangement. If nothing can be done, then you will go before the judge. If you do have an agreement, it will be entered as a court settlement.

SECTION X: MULTI-FAMILY OWNERSHIP

Preparation for the Hearing Date is a must. You should gather all pertinent documentation and be prepared to present the information in a clear, chronological, factual, non-emotional testimony, leaving out any personal remarks or judgments.

Your tenant will also have an opportunity to speak. Do not interrupt. Make notes for yourself on the points on which you disagree and ask the judge if you can respond. If your tenant does not speak English, ask for a translator so that the process will not be delayed.

If the eviction is not for nonpayment, the tenant may ask for a Stay of Execution. An elderly or disabled person can ask for up to 12 months; other persons can ask for up to six months. The tenant must show that they made a good faith effort to find other housing and/or a hardship that makes it difficult to move.

If the tenant does not appear for the hearing, you win by default.

Issuance of a Writ of Execution

After all sides are heard, the judge will make a decision. You will be informed of the Judgment (the judge's decision) by mail. Tenants are given 10 days to move after a judgment against them has been entered.

A Writ of Execution enables you to hire a sheriff to remove a tenant from your property. The Writ is good for three months from the date issued. A sheriff or constable must give a 48-hour written notice of the date and time the Execution will be served. Executions can only be served Monday through Friday, between 9 a.m. and 5 p.m.

A property owner may not move the tenant's belongings onto the street. Most tenants will move out before a sheriff arrives, especially if they want to avoid having all their belongings placed in storage. But if the sheriff must forcibly remove a tenant, then the owner must pay moving and storage costs as well. All costs associated with hiring a sheriff are the responsibility of the property owner.

If the owner accepts payment for all money due under the Judgment plus use and occupancy charges since the date of the Judgment, then an Execution cannot be used.

It is advisable to consult an attorney if you have received a Writ of Execution and the tenant refuses to leave.