

# **Law Office of Jonathan D. Petersen**

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## **Filing the Eviction**

My law office provides eviction services to landlords throughout Northwest Indiana. Since non-paying tenants negatively impact a real estate business, we are committed to producing quick and cost effective solutions when an eviction becomes necessary. For properties located anywhere in Lake County, Indiana, an eviction can be obtained as quickly as fourteen (14) days against tenants who have failed to pay rent.

In order for my office to assist you, please review and follow the enclosed instructions:

608 165<sup>th</sup> Street  
Suite 201  
Hammond, IN 46324  
O: 219 803 4550  
F: 219 933 6557

Licensed in Indiana, Illinois

- 1) Cost of Eviction is \$465.00, payable in advance, which includes both attorney fees and court costs for the eviction order. In the event you are evicting a tenant for reasons other than non-payment of rent, please call the Law Office first since additional costs may apply and additional documents are required. For any other matters, a specific estimate of fees is available without obligation.
- 2) Please complete and sign the enclosed AFFIDAVIT FOR IMMEDIATE POSSESSION, Visa/MasterCard payment coupon and Client Authorization for Legal Services.
- 3) Fax to 219-933-6557, mail or drop-off the following documents to the Law Office:
  - a. AFFIDAVIT FOR IMMEDIATE POSSESSION;
  - b. Visa/MasterCard payment coupon;
  - c. Client Authorization for Legal Services;
  - d. copy of Lease;
  - e. (for new clients) a copy of your driver's license; and,
  - f. any other relevant documents including rental payment ledgers and amounts past due.
- 4) Call the Law Office to confirm receipt of all documents at 219-803-4550.

Effective Date: 3/2/2010

## Commonly Asked Questions

*Do I have to give notice to my tenants before filing an eviction?*

In general, no advance notice is required if you have a written lease requiring rent to be paid in advance each month and the reason for the eviction is non-payment of rent. On the other hand, if you don't have a written lease, if your written lease requires that you give notice or if you are evicting tenants for a reason other than rent (for example: drugs, illegal activity, noise, smells, *etc.*), you may be required to give notice to the tenant.

*How long should I wait before filing an eviction for non-payment?*

I recommend that you wait no more than two weeks past the time rent is due. Late payment of rent may indicate more serious problems. I have observed that tenants who are late on their rent may not be paying their gas, electric or water bills. Consequently, the Landlord could face the prospect of frozen pipes, utility inspections by city/town officials, or service reconnect fees.

*I don't have a written lease, can I still use your services to evict for non-payment of rent?*

Yes, we can help you. Before filing the eviction for non-payment of rent, though, you must give the tenant a 10-day Notice to pay up or quit. Please contact the Law Office and we will be happy to provide you with a 10-day Notice compliant with Indiana law. Further, I suggest you visit the Landlord Documents section of my website and purchase my Model Lease for Indiana. I designed this lease to protect landlords and improve the eviction process.

*How do I evict a tenant for a reason other than non-payment of rent?*

Please contact the Law Office first. Additional fees apply and we will require additional documents.

*We just filed the eviction and the tenant now wants to pay, what should I do?*

Between the time an eviction is filed and the first court hearing, tenants sometimes want to “work things out.” By accepting any payments from the tenant during this time period, Landlords may jeopardize their right to obtain an order of possession from the court. I strongly recommend that you do not communicate with the tenant during this time period either. If the tenant wants to talk, give the tenant the name and telephone number of your attorney instead.

*We filed the eviction and the tenant moved out, what should I do now?*

If it would appear to a reasonable person that the tenant has moved out, you can repossess and re-key the dwelling. Generally, this means that the tenant has removed all of his personal possessions from the dwelling. If you have any doubts, I advise that you proceed with the eviction or call the Law Office.

**AFFIDAVIT FOR IMMEDIATE POSSESSION**

State of Indiana )  
 ) ss  
County of Lake )

In the City Court of Hammond, Indiana  
Hammond, Indiana

\_\_\_\_\_, )  
Plaintiff (Landlord) )  
 )  
vs. )  
 )  
\_\_\_\_\_, )  
Defendant (Tenant). )

**AFFIDAVIT FOR IMMEDIATE POSSESSION**

Comes now the undersigned, and being first duly sworn and put upon his or her oath, now swears and affirms under the penalties for perjury as follows:

- [1] The affiant is the Plaintiff or was employed with or by the Plaintiff.
- [2] In such capacity, the affiant is familiar with the Plaintiff's file concerning the Defendant(s) herein, including the premises and the matters dealt with therein and that the facts stated in the above and foregoing COMPLAINT AND AFFIDAVIT FOR IMMEDIATE POSSESSION are true.
- [3] Plaintiff is entitled to possession, now, of premises occupied by the Defendant(s) herein, which premises are commonly known as (address):

**Insert Property Address Here →:**  
(Please include zip code and apartment number, if applicable)

- [4] The Defendant(s) herein unlawfully detain such premises from the Plaintiff.
- [5] That the estimated value of said real estate is \_\_\_\_\_ and the rental value of said real estate is \_\_\_\_\_/month.
- [6] As of \_\_\_\_\_(date), the Defendant owes \_\_\_\_\_ to the Plaintiff, an amount that increases over time.

Further sayeth the affiant naught.

**\*\*\*\*\*SIGNATURE PAGE TO FOLLOW\*\*\*\*\***

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Signature: \_\_\_\_\_

\_\_\_\_\_ Date

Name Printed: \_\_\_\_\_

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

Subscribed and sworn to before me, a Notary Public in and for the  
aforesaid State and a resident of the aforesaid County therein, by the  
above-indicated affiant today, being \_\_\_\_\_.  
(Insert Date)

My notarial commission expires on: (or as indicated on my seal or stamp):

\_\_\_\_\_  
Name of Notary:

## Credit Card Payment Coupon & General Contact Information for Law Office

We accept Visa, Mastercard & Discover. (At this time, we do not accept American Express.) Please complete the information below and return:

Name of Cardholder		
Card Number		
Expiration Date		
Security Code (last 3 numbers found above signature)		
Billing Address for Credit Card		
<b>GENERAL CONTACT INFORMATION FOR LAW OFFICE</b>		
Mailing Address (if different from Billing Address)		
Telephone Number		
Cellular Number		
FAX Number		
e-mail address		

# Client Authorization for Legal Services

The undersigned ("Client") does hereby agree to employ the Law Office of Jonathan Petersen, Attorney at Law, 608 165<sup>th</sup> Street, Suite 201, Hammond, IN 46324, 219-803-4550 ("Attorney Petersen") to provide legal services upon the terms and conditions stated below for the following: **EVICTION LITIGATION.**

1. **SUBJECT MATTER:** The property and defendant(s) are described in Affidavit for Immediate Possession and attached to this authorization.
2. **SCOPE OF SERVICES:** The services provided by Attorney Petersen to Client shall include the following:
  - a. Filing of an eviction for non-payment of rent in a court of competent jurisdiction.
  - b. Appearing on behalf of Client for one (1) hearing for possession.
  - c. Appearing on behalf of Client for one (1) hearing for damages.
3. **FEE & PAYMENT:** The Client shall pay to the Law Office of Jonathan Petersen the sum of \$465.00 in advance. Additional fees may be incurred for services beyond those indicated above and a specific estimate of such costs is available without obligation.
4. **CLIENT ACKNOWLEDGEMENT:**
  - a. The Client agrees to promptly provide to Attorney Petersen all documents necessary for the representation including and not limited to the following:
    - i. Lease agreements;
    - ii. Affidavit for Possession;
    - iii. Affidavit for Damages;
    - iv. Evidence of damages including, and not limited to, photographs of property after the eviction, repair receipts, contractor invoices, *etc.*
  - b. The Client acknowledges and understands that the failure to provide the above documents or other necessary documents in a timely manner may adversely affect any outcome.
5. **USE OF OTHER ATTORNEYS:** Attorney Petersen may from time to time use and employ other attorneys ("Other Attorneys") to assist in the representation. Attorney Petersen shall pay the Other Attorneys from the amounts paid by Client and the Client shall incur no additional fees or charges. The amount Attorney Petersen pays to Other Attorneys shall be in proportion to the services performed by each lawyer. By signing below, Client agrees and assents to this arrangement.
6. **ESTABLISHMENT OF ATTORNEY-CLIENT RELATIONSHIP:** No attorney-client relationship is established until such time that this Client Authorization for Legal Services is fully executed by both the undersigned Client and Attorney Petersen.

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Signature of Client

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Date

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Printed Name of Client

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Jonathan Petersen