



# LANDLORD & TENANT GUIDE TO EVICTIONS

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1. **A SUMMARY PROCEEDING MAY BE BROUGHT ONLY IN THE NAME OF THE LANDLORD**, except as otherwise provided by statute.
2. **ONLY LICENSED ATTORNEYS** may appear and represent parties in Court in regard to summary proceedings. Agents, relatives, friends, roommates, managers, corporate officers, or others not licensed to practice law may not appear to either prosecute or defend any summary proceeding. Only named parties themselves may appear without counsel.
3. **PRE-PETITION NOTICE, WHICH IS REQUIRED, MAY BE MADE IN EITHER OF TWO WAYS**
  - A. **WRITTEN PRE-PETITION NOTICE/DEMAND**
    - i. Where a written pre-petition notice/demand for overdue rent is served, such notice/demand must be served in the same manner as the petition and notice of petition. Service of written pre-petition notice/demand (i.e., 3-day notice, 30-day notice, etc.) by mail alone is insufficient. In addition, service of written pre-petition notice/demand must be by a proper non-party, not by the landlord.
    - ii. Where a written pre-petition notice/demand is served, an affidavit of service must be filed with the Court before a default judgment will be issued (except as set forth below).
    - iii. As an alternative to filing an affidavit of service, the petition itself may allege that a written pre-petition notice/demand was served. Such an allegation, however, must specify in what form the notice/demand was made and how it was served. A bare allegation in the petition that pre-petition notice was served is insufficient. In addition, where such an allegation is challenged, proof of service will be required. Proof may consist of either a proper affidavit or testimony.
  - B. **ORAL PRE-PETITION NOTICE/DEMAND**
    - i. An oral demand for overdue rent constitutes valid pre-petition notice to the tenant. An oral demand may be made either in person or by telephone, but must be made prior to the commencement of the action.
    - ii. Where an oral pre-petition demand for overdue rent is made, the petition itself must allege that fact. Such an allegation must specify the particulars of the demand and how it was made. A bare allegation in the petition that an oral pre-petition demand was made is insufficient. In addition, where such an allegation is challenged, proof of the demand will be required. Proof must be in the form of testimony. An affidavit is not sufficient to prove an oral demand.
4. **THE PETITION MUST BE VERIFIED**, unless verification is expressly waived by the tenant.
  - A. **FOR INDIVIDUAL LANDLORDS**, the petition must be verified by:
    - i. the landlord
    - ii. an attorney, or
    - iii. the landlord's authorized agent
  - B. **FOR CORPORATE LANDLORDS**, the petition must be verified by:
    - i. a corporate officer, or
    - ii. an attorney
5. **SERVICE OF THE NOTICE OF PETITION AND PETITION** must be made no less than 5 days, and no more than 12 days, before the hearing.
6. **SERVICE & JUDGMENT REQUIREMENTS**
  - A. **PERSONAL SERVICE = possession & money judgment**
    - i. **SUBSTITUTE SERVICE = judgment for possession only** may be granted, unless the

affidavit of service shows at least two attempts to serve personally outside of normal working hours. Possession & money judgment may be granted upon such a showing.

ii. **CONSPICUOUS PLACE (NAIL & MAIL) SERVICE** = no judgment of any kind may be granted unless the affidavit of service shows at least two attempts to serve personally outside of normal working hours. Possession & money judgment may be granted upon such a showing.

7. **CLAIMS FOR BACK RENT OF MORE THAN 3 MONTHS** may be deemed stale by the Court unless a satisfactory explanation is provided as to the reason for the delay in making such claim.
8. **CLAIMS FOR PARTIAL RENT** should not be made (except for the most recent month claimed). Landlords should instead apply all monies paid to the previous unpaid balance, and provide a complete accounting of same to the Court.
9. **ATTORNEYS FEES AND OR LATE CHARGES** should not be claimed, unless:
  - A. The tenant has previously agreed to same in a written lease or rental agreement;
  - B. Copies of the lease or rental agreement are submitted to the Court with the pertinent provisions highlighted in yellow; and
  - C. The amount of the attorneys fee, or the dates of each late fee, are set forth in detail in the petition.
10. **REQUESTS TO VACATE DEFAULT JUDGMENTS** may be made by filing with the Court an “Order to Show Cause” or “Motion to Vacate,” along with an affidavit signed by the tenant setting forth:
  - A. The reasons for the tenant’s failure to appear, and
  - B. A detailed explanation of the tenant’s legitimate defense to the action.