

Lockouts

When can my landlord lock me out? Your landlord can lock you out of your residence for the following reasons ONLY (no matter what your lease says):

- *Late on rent* – If you are late in paying *any part* of the rent, even if you made a partial payment.
- *Emergency or repairs* – If a lockout is necessary because of an emergency or for construction or repairs.
- *Abandoned the dwelling* – Read your lease. Although there is no clear definition, “abandonment” is based upon the tenant’s intent, not the landlord’s desires. If you’re current on rent, the property can’t be deemed abandoned, even if you’re not staying there. If you’re behind in rent, haven’t occupied the dwelling for 5 consecutive days, and most of your belongings are gone, your dwelling might be considered ‘abandoned’ and you run the risk of being locked out. If you’re in the process of moving, it’s better to move out all at once or keep your landlord informed if you intend to return to finish moving.

If your apartment complex receives tax credits (a federal subsidy) you can’t be locked out except in cases of emergency, repairs or construction. If you are in the military and your rent is under \$1,200 per month, your landlord can’t lock you out without court permission.

NOTE: A lockout is NOT an alternative to an eviction, which requires a court proceeding.

Will I be notified before the locks are changed? If the lockout is for nonpayment of rent, you are entitled to advance written notice stating the earliest day your locks will be changed, the amount of rent you owe, and where you can pay late rent during normal business hours. If the notice is delivered (or left inside your front door) you have at least 3 calendar days before the landlord can change the locks. If the notice is mailed, you have at least 5 days’ notice. Also, the landlord can’t change the locks on a day immediately prior to a day the office will be closed. For example, if the office is always closed on Sunday, you can’t legally be locked out on a Saturday.

My landlord locked me out. What now? You have the right to recover immediate possession of your dwelling. The landlord must post a written notice on your front door stating:

- how much you owe, and
- where you can pick up a key (day or night), or a 24-hour telephone number to have the key delivered to you *within two hours*.

The landlord must give you a key even if you have not paid the rent that you owe. Don’t leave the property before getting the key.

My landlord still won’t give me the key. What now? If your landlord didn’t follow the lockout procedures:

- You are entitled to get a *writ of reentry* from the justice court to regain possession of your dwelling.
- Your landlord could be liable for one month’s rent plus \$500, actual damages, court costs and attorney’s fees. If your landlord didn’t provide a key, the landlord could be liable for the above plus another month’s rent. If you owe rent, it will be subtracted from any money you receive.
- The landlord can request a hearing on the lockout within 8 days after you gain reentry. The hearing will be held within a week after the landlord’s request for a hearing.

Make sure the landlord has failed to follow the correct lockout procedure before getting a writ of reentry. Otherwise the landlord can sue you for damages, rent, attorney’s fees, and court costs. *NOTE: Even if the lockout was improper, you can still be evicted for nonpayment of rent.

Can my landlord remove doorknobs or appliances from my apartment to get me to leave? No. No matter what your lease says, even if the landlord is closing down the premises, the landlord CANNOT remove a door, window, lock, doorknob, or any other appliance furnished by the landlord because you are behind on the rent, unless the removal is for repair or replacement (in which case, a lock, doorknob, or door should be repaired or replaced before nightfall).