



How to Answer an Eviction Warrant

Under Georgia Law you can be evicted if:

- You do not pay your rent
- You break your lease
- You do not move out at the end of your lease

However, your landlord must follow the law to evict you. Your landlord cannot change your locks. Your landlord cannot put your things in the street. Your landlord must take you to court. When this happens, you will get an eviction or dispossessory warrant. You can answer this warrant and tell your side of the story.

How Does the Eviction Process Work?

Your landlord must go to court and file an eviction (dispossessory) lawsuit against you. When this happens, you will be notified. A Marshal or Sheriff will bring a copy of the eviction warrant. If no one is home, it will be tacked to the door. You should also be mailed a copy.

Answering the Warrant

When you get an eviction warrant and want to fight it, you must file an answer. The answer is your chance to say why you should not be evicted. You have seven days to file an answer in court. Always look at the answer date on the warrant. Be sure to file your answer by that date. If you miss the date, the Marshal's or Sheriff's office can put you out.

You can get an answer form from the court clerk's office. The answer form lists reasons that may help you stop the eviction. Once your answer is filed, the court will send you notice of the date, time and place of your trial. Some courts give you this notice when you file your answer.

What are Defenses and Counterclaims?

Your defenses are the reasons or explanations of why you should not be evicted. For example, if your landlord is trying to evict you for not paying your rent, one defense could be that the landlord did not make basic repairs to keep the property in good condition. You should include this defense in your answer, especially if the repair problems are serious. Another defense in a nonpayment of rent case is that you paid your rent and your landlord accepted it (or that you offered the full amount on time and the landlord refused to take it).

If your eviction is for not paying your rent, and your landlord has not filed another warrant against you in the past year, you may be able to stop the process. You may offer to pay your landlord all the rent you owe, plus late fees and the cost of the warrant. You must offer it by the answer date. If your landlord refuses to accept your offer, hold onto that money. You may have to pay it later. Include your offer as a defense on your answer form. Be sure to file your answer by the deadline.

If the warrant says the eviction is because you violated your lease, one defense is that you did not violate your lease. If the warrant says you did not move out at the end of your lease (this is called "holding over"), your defense may be that your lease has not ended or that your landlord did not properly terminate your lease.

You can also use the answer form to list any claim(s) for money that you may have against your landlord. These are called counterclaims. Counterclaims help you get any money your landlord may owe you for damage to the property. However, the damage must be the result of the landlord's failure to make repairs he knew about. Check the counterclaim(s) on the answer form that apply to your situation.

Damages that result from your landlord's failure to make repairs can reduce the amount of rent you owe. But, these damages must be more than the amount of rent you owed when the warrant was filed. You must be able to prove this in order to avoid eviction.

What Are Settlements?

If your landlord is evicting you for not paying your rent, you may be able to stop the process. You may offer to pay your landlord all the rent you owe, plus late fees and the cost of the warrant. In return, your landlord may agree to drop the lawsuit. This is called a settlement. If you and your landlord reach a settlement, get it in writing and have your landlord sign it. When you file your answer, give your written settlement to the court clerk. If you don't get the settlement in writing, explain it in your answer form.

If your landlord does not accept your offer, hold onto that money. You may have to pay it later.

What Happens at the Trial?

The trial is your chance to tell your side of the story. You must be on time for your trial. If you are late, or do not show up, you may lose.

At the trial, you must present evidence to support your side of the case. This would be documents and testimony - even your own. If someone, like a neighbor, will tell the Court what they know firsthand about your case, they can testify for you.

Evidence like rent receipts, repair records, and your lease can be given in court. Witnesses must come in person, you cannot bring their written statement. If a witness will not come, you can subpoena that person. This means you can ask the court to make this person come to court and testify. You can get a subpoena in the office where you file your answer. Then, you must serve the witness with the subpoena. This means you give the subpoena to your witness in person. Once a witness is served with a subpoena, they must come to court or face being fined by the judge.

The Decision

Once both sides have been heard, the judge will give a decision. This decision is called a judgment and both sides must obey it. If the judgment is against you, the judge will give an order to evict you. This order allows the Marshal's or Sheriff's office to put your things out. The judge can make the order go into effect right away or within a certain number of days after the hearing. This can only be avoided if you and your landlord reach an agreement that is in writing and signed by both of you. Show it to the Marshal or Sheriff if they come out. If you disagree with the Judge's decision, you have the right to file an appeal within seven days after the court hearing. You will probably have to pay rent in court during the appeal.

Summary

Georgia law says that your landlord can evict you for certain reasons. However,

the landlord must follow the law to evict you. This involves filing an eviction lawsuit against you, then letting you respond to the lawsuit. Sometimes, you can work out a settlement with your landlord. If so, be sure to get it in writing.

Remember, you have a time limit for filing an answer to an eviction warrant. If you disagree with the lawsuit, you need to file an answer in court within seven days. The answer is your reason why you should not be evicted. In court, you should present witnesses or evidence to back up your case. Be sure to take all-important papers to court with you. Remember to be on time.

It is best to get legal advice before you file your answer and before you go to court. The Atlanta Legal Aid Society may be able to help you prepare your case or represent you if you meet eligibility requirements. For more help, contact the office nearest you.

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For TTD/TTY users, call the Georgia Relay Center at (800) 255-0135.

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