



Black Hawk County Sheriff's Office

Eviction Process/Procedures

THIS IS NOT LEGAL ADVICE AND SHOULD NOT REPLACE CONSULTATION WITH AN ATTORNEY

GROUND TO EVICT: Almost all evictions are based on one of three grounds: Tenant violated the lease, Tenant created (or allowed a guest to create) a “clear and present danger” or Tenant has not moved out (or is “holding over”) after a lease ended.

REQUIRED NOTICES: The notice required in each case depends on the reason(s) for the eviction (*legal advice on which is appropriate is recommended*). There are six common kinds of notices:

3-day notice of nonpayment of rent

3-day notice of “clear and present danger”

3-day notice to quit

10-day termination notice

7-day notice to cure lease violations

7-day notice of lease termination....

Notices may be served on tenants by property owners/managers (hereafter referred to as “Landlords”), or for a fee the Sheriff’s Office will diligently attempt service. If tenants avoid service, the notice may have to be made by posting on the main entrance and regular and certified mail. In any case, the notice must be served at least four (4) days prior to a Forceable Entry and Detainer (FE&D) hearing.

WRIT OF POSSESSION/EJECTION/REMOVAL: If the Landlord receives a ruling in their favor, they must request a *Writ of Removal and Possession* from the Clerk of Court to present to the Sheriff. **This will not be done automatically.**

EVICTON PROCEDURE: If the Landlord wishes to proceed with the tenant removal, the following steps need to be taken.

1. The Landlord must bring the Writ authorizing the removal of tenant(s) and belongings to the Sheriff’s Office along with a **\$100 advance fee** and a completed “direction sheet” with contact information. The processing fee for an eviction is \$30 plus mileage and deputy hours. Unused funds from the advance fee will be reimbursed.

2. Landlords need to be aware that the Sheriff's Office will not execute a Writ of Eviction 30 days after date of issuance. *Evictions also will not take place on the same day as the Writ was issued.* The Civil Sergeant or representative will call the Landlord's contact to **schedule the eviction**. When the date/time is arranged, the Sheriff will deliver or post a copy of the Writ in addition to a "courtesy letter" stating the eviction will take place (normally a notice of at least 3 days). There is no charge for this service.
3. On or before the time of the scheduled eviction we expect the Landlord to check and see if the tenant has voluntarily vacated. If vacated, the **eviction may be called off** if the Landlord notifies the Office.
4. Members of the Sheriff's Office do not physically handle tenants' belongings. Our function is to provide authority, keep the peace, and direct the procedure. At the time of the eviction, we expect the Landlord to provide enough **manpower to complete it within an hour**. If it is obvious there are not enough people to finish within the hour, it may be rescheduled.
5. We will expect the Landlord to remove all **property and garbage** from the location (this includes storage areas and garages) and place it either where the garbage pickup is done or at the property edge "right-of-way." When the eviction is complete, there can be no reason the former tenant could claim any personal property that is still inside. *We will not be involved in determining what is valuable and what is not.*
6. Landlords must take due care for the property and make sure there is no unreasonable damage done during the process. They could be held liable for any damage done during the eviction. They should have **tools for changing locks, disconnecting appliances (if warranted) or dismantling furniture, and enough boxes and large trash bags to facilitate efficient moving of the property**. It is recommended protective gloves be worn and keep in mind the danger of sharp objects and blood-borne pathogens.
7. For public health and safety reasons the following items will NOT be set out to the right-of-way: **Cash, Dangerous weapons (firearms/ammunition, knives, or electronic devices designed to immobilize), syringes, and drugs of any kind**. The Sheriff's Office will take possession of them for proper storage and/or disposal.
8. **PETS AND VEHICLES:** Animals will not be allowed to remain at the site of an eviction. If the tenant has not already arranged pet care, Animal Control from the appropriate jurisdiction will be contacted by the Sheriff's Office for the removal. Likewise, if a vehicle needs to be evicted from the property, we will contact a local towing company for removal. Costs associated with animal and vehicle removal will be borne by the Landlord and/or owners.