

Common Eviction Questions

I have repeatedly begged my landlord to repair the property, but they have refused to do so. Can I refuse to pay rent?

No. The tenant may not refuse to pay rent. However, under Louisiana Civil Code 2694 and case law, upon breach by the landlord to repair the property, the tenant may make the repairs and recover the reasonable cost of such repairs from the landlord or charge it against the rent. The tenant must first give the landlord sufficient notice of the repairs needed and the landlord refuses to make the repairs within a reasonable time. When the repairs necessary to remedy the defect are of a substantial nature, the tenant may make them if he or she chooses or the tenant may remain in possession and recover damages which were incurred as a lack of repair.

I told my tenant to move several times but he refused to do so, what should I do?

Begin the legal eviction process by requesting a Notice to Vacate from the Constable's Office or you can prepare your own Notice to Vacate. Please note, whether the landlord needs to give a 5-day notice, 10-day notice, or more, will depend on the type of lease, and/or the language of the lease agreement itself.

After receiving a Judgment of Possession, may I throw the tenant's belongings on the sidewalk myself to avoid paying the Constable?

NO. NEVER.

Will the Court still evict my tenant when I have accepted partial rent after the Rule for Possession was filed?

No. Acceptance of rent after the Rule for Possession is filed voids the whole process.

Can I just require my landlord to use my security deposit in lieu of a month's rent if I am having trouble paying the rent?

No. A security deposit is just that, a deposit to secure return of the premises in a good condition.

How long does my landlord have to return my security deposit?

30 days