

Law Office of Jonathan D. Petersen

Evictions in Lake County, Indiana

My law office provides eviction services to landlords in Lake County, Indiana. Since non-paying tenants negatively impact a real estate business, we are committed to producing quick and cost-effective evictions that reduce the time to recover your rental property by weeks or months.

In order for my office to assist you, please review and follow the enclosed instructions:

1544 – 45th Street
Suite 3

Munster, IN 46321

O: 219 803 4550

F: 219 933 6557

evictions@attorneypetersen.com

Licensed in Indiana, Illinois,
and Florida

- 1) Cost of Eviction is \$495.00, payable in advance, which includes filing fees for up to two (2) defendants, attorney fees and court costs for the eviction order. For each defendant over two (2) defendants, an additional fee of \$20.00 per defendant shall apply. In the event you are evicting a tenant for reasons other than non-payment of rent, please call the Law Office first since additional fees may apply and additional documents could be required. Other fees may apply and a specific estimate of fees is available without obligation.
- 2) Weekly Deadline: We file our evictions each week on Tuesday. Please transmit your eviction filing to us before 4:00 P.M. on Monday in order to make the weekly deadline.
- 3) Please complete and sign the enclosed AFFIDAVIT FOR IMMEDIATE POSSESSION, Visa/MasterCard payment coupon and Client Authorization for Legal Services.
- 4) Email to evictions@attorneypetersen.com, Fax to 219-933-6557, mail or drop-off the following documents to the Law Office:
 - a. AFFIDAVIT FOR IMMEDIATE POSSESSION;
 - b. Visa/MasterCard payment coupon;
 - c. Client Authorization for Legal Services;
 - d. copy of Lease and/or Notice to Quit;
 - e. an invoice, balance, or payment rental ledger;
 - f. (for new clients) a copy of your driver's license; and,
- 5) Call the Law Office to confirm receipt of all documents at 219-803-4550. Until we have confirmed receipt of your paperwork, no assurances are given that your eviction has been received or will be filed.

Effective Date: 11/27/2018

FOR USE IN LAKE COUNTY, INDIANA ONLY

Commonly Asked Questions

How long should I wait before filing an eviction for non-payment?

I recommend that you wait no more than two weeks past the time rent is due. Late payment of rent may indicate more serious problems. I have observed that tenants who are late on their rent may not be paying their gas, electric or water bills. Consequently, the Landlord could face the prospect of frozen pipes, utility inspections by city/town officials, or service reconnect fees.

How long will the eviction process take?

We typically observe evictions averaging between 15 to 21 days from start to the sheriff being called out. Nevertheless, we can make no guarantee since any eviction may have unique factors that decrease or significantly increase the timeframes. Please contact the Law Office if you have questions.

I don't have a written lease, can I still use your services to evict for non-payment of rent?

Yes, we can help you. Before filing the eviction for non-payment of rent, though, you may need to give the tenant a 10-days Notice to pay up or quit. Please contact the Law Office and we will be happy to provide you with a 10-days Notice compliant with Indiana law. Further, I suggest you visit the Landlord Documents section of my website and purchase my model lease for Indiana. I designed this lease to protect landlords and improve the eviction process.

How do I evict a tenant for a reason other than non-payment of rent?

Please contact the Law Office first. Additional fees may apply and we may require additional documents.

We just filed the eviction and the tenant now wants to pay, what should I do?

Between the time an eviction is filed and the first court hearing, tenants sometimes want to “work things out.” By accepting any payments from the tenant during this time period, Landlords may jeopardize their right to obtain an order of possession from the court. I strongly recommend that you do not communicate with the tenant during this time period either. If the tenant wants to talk, give the tenant the name and telephone number of your attorney instead.

We filed the eviction and the tenant moved out, what should I do now?

If it would appear to a reasonable person that the tenant has moved out, you can repossess and re-key the dwelling. Generally, this means that the tenant has removed all of his personal possessions from the dwelling. If you have any doubts, I advise that you proceed with the eviction or call the Law Office.

Is there a limit on the money judgment we can obtain?

Typically, the maximum judgment you can obtain is \$6,000. In the event your damages are more, please contact the Law Office first to discuss your options.

State of Indiana)
) ss
County of Lake)

_____,)
Plaintiff (Landlord))
v.)
_____,)
Defendant (Tenant).)

AFFIDAVIT FOR IMMEDIATE POSSESSION

Comes now the undersigned, and being first duly sworn and put upon his or her oath, now swears and affirms under the penalties for perjury as follows:

- [1] The affiant is the Plaintiff, was employed with or by the Plaintiff or is otherwise knowledgeable about the matters described herein.
- [2] In such capacity, the affiant is familiar with the Plaintiff's file concerning the Defendant(s) herein, including the premises and the matters dealt with therein and that the facts stated in the above and foregoing COMPLAINT AND AFFIDAVIT FOR IMMEDIATE POSSESSION are true.
- [3] Plaintiff is entitled to possession, now, of premises occupied by the Defendant(s) herein, which premises are commonly known as (address):

Insert Property Address Here ➔:
(Please include zip code and apartment number, if applicable)

- [4] The Defendant(s) herein unlawfully detain such premises from the Plaintiff.
- [5] That the estimated value of said real estate is _____ and the rental value of said real estate is _____/month.
- [6] As of _____ (today's date), the Defendant(s) owe(s) _____ to the Plaintiff, an amount that increases over time.

Further sayeth the affiant naught.

*******SIGNATURE PAGE TO FOLLOW*******

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT

Signature: _____

Date: _____

Name Printed: _____

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Credit Card Payment Coupon & General Contact Information for Law Office

We accept Visa, Mastercard, Discover and American Express. Please complete the information below and return:

IMPORTANT: Please include the email address of the primary contact person(s) for plaintiff/landlord. All important documents and information will be sent via email during the eviction process. **Please check your email frequently.**

Name of Cardholder		
Card Number		
Expiration Date		
Security Code (last 3 numbers found above signature)		
Billing Address for Credit Card		
GENERAL CONTACT INFORMATION FOR LAW OFFICE		
Mailing Address (if different from Billing Address)		
Telephone Number		
Cellular Number		
FAX Number		
e-mail address (required)		

Client Authorization for Legal Services

The undersigned (“Client”) does hereby agree to employ the Law Office of Jonathan Petersen, Attorney at Law, 1544 45th Avenue, Suite 3, Munster, IN 46321, 219-803-4550 (“Attorney Petersen”) to provide legal services upon the terms and conditions stated below for the following: **EVICTION LITIGATION IN LAKE COUNTY, INDIANA.**

1. **SUBJECT MATTER:** The property and defendant(s) are described in Affidavit for Immediate Possession and attached to this authorization.
2. **SCOPE OF SERVICES:** The services provided by Attorney Petersen to Client shall include and are limited to the following:
 - a. Filing of an eviction for non-payment of rent in a court of competent jurisdiction.
 - b. Appearing on behalf of Client for one (1) hearing for possession.
 - c. Appearing on behalf of Client for one (1) hearing for damages.
3. **FEE & PAYMENT:** The Client shall pay to the Law Office of Jonathan Petersen the sum of \$495.00 in advance. For each defendant over two (2) defendants, an additional fee of \$20.00 per defendant shall apply. Continuances or Motions to Reset Hearing will incur a fee of \$100.00 that must be paid in advance. Additional fees may be incurred for services beyond those indicated above and a specific estimate of such costs is available without obligation.
4. **CLIENT ACKNOWLEDGEMENT:**
 - a. The Client agrees to promptly provide to Attorney Petersen all documents necessary for the representation including and not limited to the following:
 - i. Lease agreements and/or Notice(s) to Quit;
 - ii. Affidavit for Possession;
 - iii. Affidavit for Damages;
 - iv. Evidence of damages including, and not limited to, photographs of property after the eviction, repair receipts, contractor invoices, *etc.*;
 - v. Landlord Security Deposit letter (when applicable).
 - b. The Client acknowledges and understands that the failure to provide the above documents or other necessary documents in a timely manner may adversely affect any outcome.
5. **USE OF OTHER ATTORNEYS:** Attorney Petersen may from time to time use and employ other attorneys (“Other Attorneys”) to assist in the representation. Attorney Petersen shall pay the Other Attorneys from the amounts paid by Client and the Client shall incur no additional fees or charges. The amount Attorney Petersen pays to Other Attorneys shall be in proportion to the services performed by each lawyer. By signing below, Client agrees and assents to this arrangement.
6. **ESTABLISHMENT OF ATTORNEY-CLIENT RELATIONSHIP:** No attorney-client relationship is established until such time that this Client Authorization for Legal Services is fully executed by both the undersigned Client and Attorney Petersen.

Signature of Client

Date

Printed Name of Client

Jonathan Petersen

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