Telephone Numbers, Addresses and Websites

For information and forms on how to file a small claims case:

Hamilton County Clerk of Courts
One Hamilton County Square, Suite 106
Noblesville, Indiana 46060-2233 ..... (317) 776-9712

Website for Clerk..www.hamiltoncounty.in.gov/345/Clerks-Office

For information, forms, and procedures after the small claims case has been filed, contact the appropriate Court below:

Hamilton Superior Court 4
One Hamilton County Square, Suite 292
Noblesville, Indiana 46060-2231..... (317) 776-9612

Hamilton Superior Court 5
One Hamilton County Square, Suite 297
Noblesville, Indiana 46060-2231..... (317) 776-8260

Hamilton Superior Court 6
One Hamilton County Square, Suite 297
Noblesville, Indiana 46060-2231..... (317) 770-4450

Website for forms for Courts 4, 5 and 6.....
.....www.hamiltoncounty.in.gov/195/Small-Claims-Forms

For accessing your case online:

Website for Court Records.....www.mycase.in.gov

For information on corporations:

Indiana Secretary of State, Corporations Division
302 West Washington Street
Indianapolis, Indiana 46204..... (317) 232-6576

Website for Secretary of State.....www.in.gov/sos

Prepare
for your day in
Small Claims Court

Hamilton County Small Claims Litigants' Booklet

For the Small Claims Divisions of

Hamilton Superior Court 4
J. Richard Campbell, Judge;

Hamilton Superior Court 5
Wayne A. Sturtevant, Judge;

and
Hamilton Superior Court 6
Gail Z. Bardach, Judge.

Revised: October 15, 2016

Dear Reader,

Small Claims Court is designed to provide quick and easy access to the courts for persons with legal grievances when their claims for damages do not exceed $6,000. We realize that the parties in a small claims case care very much about the outcome, and we are dedicated to providing the parties a fair and impartial trial.

In Hamilton County, Superior Courts 4, 5 and 6 maintain dockets to handle small claims cases. In Small Claims Court, relaxed rules of procedure and evidence are permitted so that the parties may proceed without the expense of hiring an attorney (although a party may wish to consult with or retain an attorney). The purpose of the trial is to present all of the relevant facts to the judge so that the appropriate law can be applied in making a just decision. As judges, we must base our decision on the evidence introduced at trial. Thus, it is important that both litigants (the plaintiff and defendant) understand what is involved at trial and be thoroughly prepared. This litigant's booklet is provided to you to help in that preparation. A more detailed manual is also available for you to review at the Court offices.

It is not appropriate for us to discuss a pending case with either side prior to trial or out of court after trial if our decision was taken under advisement. We are sure you can understand that it is essential for us to preserve our impartiality.

We strongly urge you to read this booklet thoroughly before your day in court.

Sincerely,

J. Richard Campbell, Judge
Hamilton Superior Court 4

Wayne A. Sturtevant, Judge
Hamilton Superior Court 5

Gail Z. Bardach, Judge
Hamilton Superior Court 6

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Before You File Your Claim

The Small Claims Court is not permitted to locate the Defendant for you, to prepare your case for you, or to make the Defendant pay you if the Defendant has no money and no job. You should first ask yourself:

1. Does the Defendant have the money to pay you?
2. Will the Defendant voluntarily pay you if you win?
3. Are you willing to spend additional time and effort to force the Defendant to pay the judgment and your filing fee?

If your answer to one of the above questions is "no," you may not want to proceed with your claim. If you choose to proceed, however, you need to determine the following before preparing the necessary forms:

4. Does the Small Claims Court have **Jurisdiction (Authority)** to hear your case? (See **Jurisdiction** below)
5. Is Hamilton County the proper **Venue (Location)** for filing your claim? (See **Venue** below)
6. Is the **Statute of Limitations (Time Limit)** for your claim still running? (See **Statute of Limitations** page 2)
7. Who are the **Parties** to your case? (See **Parties to the Case** page 2)

If your answer to question 4, 5 or 6 is "no," you may not file your small claims case in this county. If you do not know the answer to question 7, then you are not ready to file your small claims case.

The Clerk and the Court staff may not give you legal advice, but they will try to answer your questions **after** you have read this booklet.

Jurisdiction (Authority) of Small Claims Court

The Small Claims Court has the authority to hear all cases where the amount of money or the value of the property sought to be recovered is $6,000 or less. If you are a Plaintiff and have a claim against a Defendant for more than $6,000, you may give up the amount over $6,000 to bring you within the jurisdiction of the Small Claims Court. If you give up this amount of your claim, you may not sue for it later.

The Small Claims Court may also hear all actions between a landlord and tenant for possession of the premises and to recover rent and damages not exceeding $6,000. A contract to buy real estate by installment payments is not a landlord/tenant relationship and a Small Claims Court generally cannot award possession because the value of the property is usually over $6,000.

In order for the Small Claims Court to have jurisdiction over the Defendant, your claim must be "served" on the Defendant. (See **Filing a Small Claim** page 3). If there is no service, the Court has no authority to proceed.

Venue (Location) for Filing Your Claim

Small claims rules provide that the proper county for filing s small claims cases is:

1. Where the transaction or occurrence actually took place; or
2. Where the obligation or debt was incurred; or
3. Where the obligation was to be performed; or
4. Where the Defendant currently lives; or
5. Where the Defendant has his or her place of employment at the time the case is filed.

Hamilton County must meet **one** of the above requirements in order to be the proper county for **venue**. If there are several counties that qualify under the above requirements, then you as the Plaintiff may file your case in the qualifying county of your choice.

Statute of Limitations (Time Limit)

Before filing your case, be sure that the time limit for doing so has not expired (**statute of limitations**). You cannot file your case after the statute of limitations has expired. The time limit begins for a contract case when the contract is breached (broken) and for a personal injury or property damage case when the injury or damage occurs. Listed below are the most common statutes of limitations for different kinds of cases:

2 years - personal injury; damage to personal property.
4 years - contract for the sale of goods (whether written or oral).
6 years - accounts; oral contracts other than the sale of goods; rent and landlord-tenant disputes; damage to real estate; promissory notes and written contracts for the payment of money.
10 years - written contracts other than for the payment of money.

If you are not sure whether the statute of limitations has expired, you should consult with an attorney.

Parties to the Case

The **Plaintiff** or claimant is the person or business filing the case and asking the Court to help collect an obligation or to grant some other relief from another person or business. The Plaintiff must be the person or business to whom the money is owed.

The **Defendant** is the person or business being sued and defending against the claim of the Plaintiff. If more than one person is responsible, then all Defendants should be named in one case.

Under Indiana law, the Plaintiff may sue any corporation doing business in Indiana. If you intend to sue a corporation, you must name the corporation as the Defendant, but must serve the registered agent or an officer of the corporation with the Notice of Claim. The Indiana Secretary of State, Corporations Division, State Office Building, 302 W. Washington Street, Indianapolis, Indiana 46204 (telephone 317-232-6576) will give you the name of a corporation's registered agent and officers, or you may access the information from its website listed on the back cover. Generally, the registered agent or officers of a corporation are not personally liable for debts or actions of the corporation, and you should not normally name them as parties.

Filing a Small Claim

If you wish to file a small claims case against another person, you should go to the Clerk's office on the first floor of the Hamilton County Judicial Center (Suite 106) and do the following:

1. Complete a Notice of Claim form, briefly and clearly stating the nature and amount of your claim against the Defendant (you will have an opportunity to explain your claim more fully in Court). Notice of Claim forms must state the Defendant's correct name, address, and telephone number. Notice of Claim forms are available on the Courts' website listed on the back cover and from the Clerk's office at no charge;
2. If your case is based upon a written contract or lease, provide to the Clerk a copy of the contract or lease;
3. If you are suing for an unpaid account, you must complete and provide an Affidavit of Debt form to the Clerk. Forms are available on the Courts' website and from the Clerk's office at no charge.
4. Pay the filing fee in cash, cashiers' check or money order. If you sue just one Defendant, the fee is $125 for service by sheriff or $97 for service by certified mail. The filing fee is increased by $10 for each additional Defendant that you sue. If you win your case, the Court will order the Defendant to pay your filing fee (although the Defendant may not be financially able to repay you). If you lose your case, you will lose your filing fee.

If you have questions about the filing procedure, the Clerk may be able to help you. If you need legal advice, you must consult an attorney as neither the Clerk's staff nor the Judge's staff give you legal advice.

At the time you file your small claims case, the Clerk will give you the time and date of the first hearing. This first hearing will not be a trial in most cases, except for evictions. If the Defendant does not show up for the first hearing after receiving proper notice, or if the Defendant does show up and you settle your claim with the Defendant, then no trial will be necessary. Also, time does not permit every case to be tried on this first hearing, so the Court gives priority to evictions and, **as time permits**, will hold trials in other cases where **both** parties are prepared for trial. If your case is disputed and cannot be tried at the first hearing, then the Court will set a later trial date.

Failure of service is another reason why a trial would not take place on the first hearing. Notice of the case must be served upon the named Defendant at least 10 days before the parties are to appear in Court. You must provide a good address for the Defendant and tell the Clerk you want service by the Sheriff of the county where the Defendant lives or by certified mail. (Remember, the Sheriff cannot serve a post office box.) If the claim was not served or not served in time, the case cannot proceed, and you will either have to dismiss it or request a continuance to properly notify the Defendant. Where there has been no service at all, you may provide the Clerk with a new valid address and ask that an **Alias Notice of Claim** be issued. If you dismiss your claim prior to trial, you will forfeit your filing fee, even if you later decide to re-file the same case.

Any communication to the Court about your case that is meant for the Judge must be in writing and a copy must be sent to the opposing side. This is to avoid either side gaining an unfair advantage. The Court can only hear the facts of the case at the scheduled hearing when both sides are present.

Filing a Counterclaim

If you are the Defendant being sued in Small Claims Court, and you believe that you have a claim against the Plaintiff, you may file a counterclaim against the Plaintiff.

You must file your counterclaim with the Clerk within such time as will allow the Clerk to mail a copy and be received by the Plaintiff at least 7 days prior to the actual trial. If the Plaintiff does not receive the copy of the counterclaim within that time, he or she may request a continuance of the trial date to allow for time to defend against your counterclaim, or the Court may go forward with the trial, strike your counterclaim, and require you to file it as a separate case.

The Court may only hear counterclaims of $6,000 or less. You give up the amount of your counterclaim over $6,000 if you pursue your counterclaim to a decision in Small Claims Court. If you do this, you may not sue for it later.

If the Defendant files a counterclaim, the Court will hear both the Plaintiff's claim and the Defendant's counterclaim at the same time.

Change of Address or Telephone Number

If you are a Plaintiff or Defendant to a Small Claims case, **it is your responsibility to promptly notify the Court of any change to your address or telephone number.** All notices from the Court will be sent to your last known address. Failure to update your address with the Court may result in a dismissal if you are the Plaintiff or in a default judgment if you are the Defendant.

Continuance

The Court **may** grant each side one **continuance** (postponement) for good cause shown. The Court may grant more than one continuance under unusual circumstances. Requests for continuance should be filed no later than 5 days before the scheduled hearing or trial. Parties should appear at all hearings or trials unless specifically told by Court staff that the matter has been continued.

Jury Trial

When the Plaintiff files a case in Small Claims Court, the Plaintiff gives up the right to a jury trial. If the Defendant wants a jury trial, the Defendant may request a jury trial by submitting a written request to the Court within 10 days after the Defendant was served with the Notice of Claim. Within 10 days after the request for jury trial has been granted, the Defendant must pay the Clerk a $70 fee or lose the right to the jury trial.

If the Defendant properly requests a trial by jury, the case will lose its status as a small claim and will be transferred to the Court's plenary docket. The plenary docket requires a much more formal procedure. All the legal rules of evidence and procedure will apply to the trial and each party should retain an attorney for assistance in the case.

Settlement

The Court's decision may not always be the best result. The best result is one reached by the parties themselves through sincere effort. The Court encourages such settlement efforts between the Plaintiff and Defendant. If the Plaintiff and Defendant are able to reach a settlement of the dispute before trial, the parties should put the settlement agreement in writing, sign the agreement, and file it with the Clerk. The Court will then approve the settlement and enter the agreement as the judgment in the case. The Court has judgment forms available.

Representation at Trial - Attorneys

Small Claims Rules allow individuals to appear in Small Claims Court and represent themselves without hiring an attorney. Although the small claims process is set up to be "user friendly," attorneys still provide a valuable resource with their knowledge of the law and how to persuasively present or defend a case. Any party therefore is allowed to hire an attorney.

An attorney must represent a corporation, a Limited Liability Company (LLC), or a Limited Liability Partnership (LLP) if the claim is for more than $1,500. Where the claim is $1,500 or less, a full-time employee who has been formally designated to represent the business may represent any business (corporation, LLC, LLP, partnership, sole proprietorship). For a corporation, this must be done by a resolution of the board of directors. A certificate showing compliance with this requirement and an affidavit from the employee must be on file with the Court, and these forms are available from the Court.

An owner of a sole proprietorship or a partner in a partnership may represent the business without an attorney, regardless of the claim amount.

Preparing for Trial

You have the sole burden to prepare for your claim or counterclaim before trial and to bring any evidence that will help you prove your case. For example, you should bring copies of contracts or lease agreements, photographs of damaged property, repair bills or estimates, medical bills, receipts, and invoices. The Court cannot look at photographs, texts or emails located on an electronic device such as your smartphone, tablet or laptop. You will have to print out the information, unless you want your electronic device admitted into evidence. Remember, the Judge knows nothing about your case and must make the decision solely on the basis of the evidence presented at trial.

If there are witnesses who have personal knowledge of your case, and you expect them to testify for you, be sure that they know the time and place of the trial. If they are reluctant to appear at trial, you can require them to appear with a subpoena. The Clerk will provide you with a blank subpoena for you to complete. Requests for subpoenas should be made at the earliest possible date.

Before trial, you may also request information from the other side

about their case, such as documents and witnesses, but the Court must first approve such requests.

Trial

Arrive on time on the day of your trial. If your case was re- set after a first hearing setting, this new setting is for your trial only. Sometimes, though, the Court may have to set your case as a second-choice case. This means that another case is set ahead of yours at the same time. Since cases often settle or do not take as long as expected, this is an attempt to have your case resolved sooner. However, to avoid wasting a trip to court, it is your responsibility to call the Court the day before your trial to make sure it is still on. You may be able look up the status of your case on the State Courts' website: **www.mycase.in.gov**.

The trial will be conducted in an informal yet orderly manner. The Plaintiff will present evidence first. The Plaintiff may do so by testifying on his or her own behalf and by also having other witnesses, including the Defendant, testify. After the completion of each witness' testimony, the Defendant will have an opportunity to cross-examine the witness by asking questions. The Plaintiff may also show the Court exhibits (physical evidence), such as photographs, receipts, contracts, repair bills and estimates, written leases, or other items to support the claim for money.

After the Plaintiff has presented evidence, the Defendant may likewise present evidence by testifying, presenting witnesses to testify, and presenting exhibits. After the completion of each witness' testimony, the Plaintiff will have an opportunity to cross-examine the witness.

After the Defendant has presented evidence, the Plaintiff may present additional evidence, but only to respond to what the Defendant has presented. After the Plaintiff has presented this "rebuttal evidence" (if any), both parties may make a final argument to the Court. Remember, although the trial is informal, all parties are subject to contempt of court for rude behavior and subject to criminal prosecution for perjury (lying under oath).

The Judge must base his decision only on the facts presented by the parties at the trial and on the law as it applies to those facts. Your presentation should be informative as to relevant dates, parties involved, actions taken or not taken, and damages. Remember that the Judge has no knowledge of the events surrounding your claim and may only base his decision on the evidence presented at trial. You will not be permitted to supplement this evidence after trial, unless permitted by the Judge.

Burden of Proof

If you are seeking recovery of money damages, you must prove that you are entitled to recover these damages by a **preponderance of the evidence**. In other words, your evidence must be **more convincing** than that of the other party. If the evidence submitted by your opponent is equally convincing, you will lose your claim.

Your evidence must prove two things before the Court will give you a judgment for damages:

1. **Liability** - You must prove to the Court, by your evidence, that the other party has done something that makes him or her responsible to you for damages.
2. **Damages** - You must then prove the actual amount of damages (money) that you are entitled to recover. The Judge may not speculate or guess about the amount of the damages.

In a property damage case, the amount of damages is usually the difference between the value of the property before the accident and the value of the property after the accident. Repair estimates are one way of proving that amount, unless the cost of repair exceeds the value of the property before the accident.

Judge's Decision (Judgment)

After trial, the Court may immediately enter judgment or take the matter under advisement and later mail a written judgment to the parties. The judgment will also be entered into the Court record.

The Court will also order the losing party to pay the **court costs** (filing and service fees) of the party who wins a monetary judgment. Interest on a judgment is set by law at 8% and will begin to accrue from the date of the judgment. When partial payments are made toward a judgment, they are first applied to any accrued interest and then to the judgment amount.

If Plaintiff Fails to Appear

If the Plaintiff fails to appear for the first hearing, the Court may dismiss the claim **without prejudice** (meaning that the Plaintiff may re-file the claim upon paying another filing fee). If the Defendant appears and has properly filed a counterclaim, and if the Plaintiff fails to appear, the Court may enter a **default judgment** against the Plaintiff on the counterclaim (see **Default Judgment** below). If the Plaintiff re-files the claim and fails to appear a second time, the Court will dismiss the claim **with prejudice** (meaning that the Plaintiff will not be able to re-file the claim).

If the Plaintiff appears for the first hearing, but fails to appear for a subsequent trial setting, the Court may hear the Defendant's evidence and enter a final judgment in the Defendant's favor.

If Defendant Fails to Appear (Default Judgment)

If the Defendant fails to appear for the first hearing, the Plaintiff may request the Court to enter a **default judgment** against the Defendant for the amount stated in the claim.

In order for the Court to enter a default judgment, the Plaintiff (or Defendant on a counterclaim) must show the following:

1. That there is a reasonable probability that the Defendant received the Notice of Claim;
2. That the Plaintiff has no information that the Defendant has any legal, physical, or mental disability that would prevent the Defendant from attending and understanding the trial;
3. That the Plaintiff has no information that the Defendant is on active duty in the military; and
4. That the Plaintiff is entitled to the judgment requested.

The Plaintiff may prove the above requirements by giving testimony to the Court or by completing an affidavit.

If the Defendant appears for the first hearing, but fails to appear for a subsequent trial setting, the Court may hear the Plaintiff's evidence and enter a final judgment in the Plaintiff's favor.

Vacating a Default Judgment

If the Court has entered a default judgment against the Defendant, the Defendant may file a written request to have the Court set aside the default judgment. The Defendant must file the written request within one year from the date of the default judgment. If properly filed, the Court may schedule a hearing and the Defendant must show "good cause" for setting aside the judgment. If the Court sets aside the default judgment, the Court will schedule the claim for a trial for both parties.

If the one-year period has passed, the Defendant may sue to attack the judgment, but the Defendant should consult an attorney to properly do so.

Appeal

If either party is not satisfied with the Court's decision, he or she may appeal the decision to the Indiana Court of Appeals. **In order to appeal, the party must take certain action within 30 days of the Court's judgment**. Because of the complicated and strict rules for appeals, the party seeking an appeal should consult with an attorney as soon as possible after the judgment.

Collection of the Judgment

The Court, after entering a money judgment, may order the judgment to be paid in full or in specified installments. If the **Debtor** (the party owing the money) does not comply with the Court's order, the Court may modify the order and make other orders the Court deems necessary. There are legal remedies available to help the **Creditor** (the party to whom the money is owed) enforce the judgment. Pursuing these remedies and the Debtor, however, is your responsibility. The length of time it will take depends upon both your diligence and the debtor's ability to pay (see **Proceedings Supplemental** below).

Proceedings Supplemental

If the Creditor has been unable to collect a judgment, he or she may file a **proceedings supplemental** against the Debtor. Proceedings supplemental forms are available on the Courts' websites and at the Court offices. There is an additional one-time fee of $25 for requesting service by sheriff, but no additional fee for requesting service by certified mail.

After the proceeding supplemental is filed, the Court will order the Debtor to personally appear in Court. If the Debtor is a business, you should provide the name of a specific person that the Court will order to appear in court on behalf of the business.

If the Sheriff can serve the Debtor at the address you provide with the order to appear, and Debtor appears for the hearing, then you must be present to examine the Debtor under oath concerning his or her assets and income. After the examination has been concluded, the Court may order various types of relief, including garnishment of the Debtor's wages.

If the Debtor is served with an order to appear and does not appear, the Creditor may request the Court to issue a body attachment to have the Debtor arrested. Instead of issuing a body attachment, the Court may order the Debtor to appear for a **rule to show cause** hearing, and issue the body attachment if the Debtor fails to appear again. The Sheriff will not serve a body attachment unless the Creditor provides the Debtor's date of birth, social security number, and physical description.

If the Creditor cannot locate the Debtor for service of the order to appear, the Creditor may request that the hearing be continued for a period of time to enable the Creditor to find the Debtor and to serve him or her.

There are other means of collection available, such as forcing the sale of the Debtor's personal property, but an attorney is recommended for this procedure. If the Debtor testifies that he or she has no assets or income, the Plaintiff may re-file the proceedings supplemental and request the Court to order the Debtor to appear at a later date.

After Collection of Judgment

When the judgment has been collected in full, the Creditor must file a Satisfaction of Judgment form which has been signed by the Creditor. The forms are available at the Court offices.

What Every Landlord and Tenant Should Know

The landlord and tenant should carefully check references, credit histories, prior landlords or tenants, and even court records before entering into any lease agreement. All leases, notices, requests for repairs, communications between landlord and tenant, rent payments, and rent receipts **should be in writing** (although they may not be required to be in writing) to prevent disputes that the Court must settle. You should conduct a walk-through of the property before you take possession and note in writing any and all damages that exist.

If the landlord accepts late rent payments, future late rent payments may not be considered a breach of the lease, unless the lease provides otherwise or unless the landlord has notified the tenant (preferably in writing) that future late payments will not be accepted and will be considered a breach of the lease.

Unless the terms of the lease provide otherwise, the general rule is that a month-to-month lease, written or oral, requires advance notice of 30 days for either the landlord or tenant for termination. There are certain situations listed by statute (Ind. Code § 32-31-1-8), however, where advance notice is not required. For example, if the rent has not been paid, the landlord can ask the tenant to vacate without advance notice. Eviction by the sheriff, however, requires a court order.

The landlord may assess reasonable late rent charges only if the tenant has agreed in advance to the practice. Late fees may be assessed only for a reasonable period after payment is due and cannot be imposed after the tenant has vacated the premises. Landlords have the right to enter the premises at reasonable times and with reasonable notice to make repairs and inspections; they are entitled to immediate access to make emergency repairs and inspections.

The landlord's duties to a tenant are provided by statute (Ind. Code § 32-31-8-5). The tenant may enforce the duties by filing a lawsuit, BUT NOT BY WITHHOLDING RENT. Beyond these duties, the landlord has no duty to make repairs unless the landlord has agreed to do so.. The tenant must inform the landlord promptly when a repair is needed. If the landlord has a duty to make the repair and fails to do so within a reasonable time after notice, the tenant may have the repair completed and may deduct the cost from the rent, but only if the repair is **essential to living in the property** and if the tenant has requested the repair.

A tenant's duties are also provided by statute (Ind. Code § 32-31-7-5). A landlord may enforce these duties and any obligation under a lease by filing a lawsuit, or by withholding all or part of a security deposit paid by the tenant. Where damages to the property are claimed, a landlord may only recover when the damage exceeds normal wear and tear.

The landlord may not keep any portion of a damage or security deposit unless there is back rent due or damages to the premises. The landlord must, within 45 days of receiving the tenant's forwarding address **in writing**, either refund in full any security or damage deposit or deliver to the tenant an itemized, written statement showing why all or part of the deposit is being kept by the landlord. **Failure by the landlord to deliver this itemized, written statement to the tenant may prohibit the landlord from recovering damages (except unpaid rent) and having to return the security deposit in full.**

The tenant should return all keys to the landlord as soon as the premises have been vacated. If the landlord has to change the locks because the tenant fails to return the keys, the landlord may deduct the cost of the new locks from the security deposit.

A landlord may not interrupt a tenant's utilities or deny a tenant access to the premises unless the tenant has abandoned the premises and has quit paying rent. Illegal lockouts or utility shutoffs could result in a judgment for punitive damages against the landlord.

If the Court awards possession of the premises to the landlord, the landlord may seek a court order allowing the landlord to remove and deliver the tenant's personal property to a warehouse or a storage facility approved by the Court for storage. In such an event, the warehouse or storage facility has a lien or claim against the property for expenses. The tenant is responsible for the expenses associated with the storage of the property.

The landlord may not hold the tenant's personal property as security for unpaid rent **unless** the Court rules that the property is abandoned or the Court orders the landlord to attach the property, in which case the landlord may dispose of the property and apply its value against any judgment the landlord has against the tenant.

Finally, the landlord is required to mitigate his or her damages. For example, if the tenant leaves the premises before the lease ends, the landlord must make every reasonable effort to re-rent the premises and reduce the rent due from the tenant for the remainder of the lease.