

RULE DAY PROCEDURES

Determine whether you can appear in court. Technically, a legal entity (such as a corporation, partnership, or limited liability company) may appear through officers and employees. An individual should not appear on behalf of another individual as that may constitute the “unauthorized practice of law.” LSA-R.S. 38:212 states in part:

C. Nothing in this Section shall prohibit any partnership, corporation, or other legal entity from asserting any claim, not exceeding five thousand dollars, or defense pertaining to an open account or promissory note, or suit for eviction of tenants on its own behalf in the courts of limited jurisdiction on its own behalf through a duly authorized partner, shareholder, officer, employee, or duly authorized agent or representative. No partnership, corporation, or other entity may assert any claim on behalf of another entity or any claim assigned to it.

The beginning part of this statute refers to "courts of record." Since Justice of the Peace Courts are not courts of record, arguable this statute might not apply. Therefore, property management companies may appear on behalf of individual owners. Ideally, the owner should be a “partnership, corporation, or other legal entity.” However, if the lease is executed between the property management company and the tenant, then the property management company may pursue the eviction on its own behalf.

Bring your file on the unit, and a copy of the lease if the lease agreement is in writing.

If you are trying to cancel the lease due to some breach other than non-payment, make sure you have sufficient evidence to prove your case. Police Reports are hearsay and inadmissible.

The court will swear Landlord, Tenant and any witnesses in for testimony. Typically, the court will ask if Landlord has accepted or received any rent since filing the Petition for Eviction. “Accepting” means you’ve taken money from the tenant, thus ending the procedure. “Received” means the tenant has tendered payment, but at the moment you are not accepting the payment. The court expects full disclosure of all relevant facts at the hearing.

Do not assume the court will rule in your favor. The Landlord bears the burden of proof, and as mentioned above, dissolution of leases is not favored by the law. Your payment of court costs is for the opportunity to have your case heard and considered - it is not payment for a judgment.