

Don't Ignore Your Default Judgment or Assume it is a Mistake. If you fail to respond, you could be evicted.



- Get Free Help
- Comply with the judgment or file your motion to set aside default timely.
- Get financial help to resolve your problem.
- Know where to turn in case of an emergency

Read this brochure to find out how to do these things and more.

Resources to Assist You:

Free Legal Help

Legal Aid and Defender Association
313.964.4111

United Community Housing Coalition
313.963.3298

Both programs serve low to moderate income
Detroiters

Financial Assistance

State of Michigan Human Services
Department
(Formerly Family Independence Agency).
To find the office nearest you call
313. 456.1000.
The agency can provide help through
State Emergency Relief (SER) program.

Call 1-800-SHELTER
to find available shelter beds.

This brochure is for general informational purposes only and should not be substituted for attorney advice.

**Michigan Legal Services
220 Bagley, Suite 900
Detroit, MI 48226
313.964.4130**



Missed Your Eviction Court Date?

This brochure is intended to assist persons facing eviction who miss their court date or time. The court may not provide legal advice to any party. This brochure is produced by Michigan Legal Services. The printing of this brochure is made possible by the Michigan State Bar Foundation.

Introduction

If you fail to timely appear in court, generally a default judgment enters against you. The judgment is signed by a judge or stamped with the name of the judge assigned to your case and it is mailed to you. You have 10 days **FROM THE DATE THE JUDGMENT IS SIGNED** (the court date) to set aside the default or to comply with the terms of the judgment. If you do not act within 10 days, the Plaintiff (your landlord, home seller or lender) may apply for an “order of eviction” to have the bailiff remove your belongings from your home. A copy of the application for an “Order of Eviction” will be sent to you to let you know that the Plaintiff is asking the court to have a bailiff evict you. Once the judge signs the order, the bailiff is authorized to remove your belongings from the property. This could happen **ANY TIME** after the 10 days has expired.

TYPES OF JUDGMENTS

There are different types of judgments which can lead to an eviction. In rental property cases, these include evictions for nonpayment of rent, and terminations of tenancies. For land contract purchasers, the seller may bring a forfeiture action. Most mortgages are foreclosed by advertisement and after the redemption period expires, the lender may bring a case to evict.

If the judgment is for non-payment of rent, the tenant will be ordered to pay an amount of money (the rent the court determines is due) or move within 10 days. If the landlord is seeking to terminate the tenancy, the order will state a 10 day deadline for the tenant to move. Likewise an eviction judgment following the expiration of a redemption period after mortgage foreclosure will provide 10 days to move. However, in land contract forfeiture cases, the homeowner will have 90 days or six months to pay the accumulated arrearage and other amounts due or move. In certain types of less common cases such as evictions for health hazards or destruction of property or for drug related activities, the judgment may provide for an immediate order of eviction.

What you can do if you receive a default judgment:

If you disagree with the judgment, you may file with the court, written reasons for setting aside the default judgment. If your request is granted, you will be given a new hearing date and a chance to present your case to the judge. **YOU SHOULD OBTAIN LEGAL HELP IMMEDIATELY IF YOU WANT TO SET ASIDE THE JUDGMENT. FREE ASSISTANCE MAY BE AVAILABLE FOR ELIGIBLE LOW - INCOME PERSONS FROM ANY OF THE PROVIDERS LISTED ON THIS BROCHURE.**

To file the proper written arguments to set aside a default, you must indicate to the court:

1. An explanation for why you missed your court date and time.



AND

2. A legal defense to the case, based on your sworn statement of facts.

There should be forms available at the court for you to submit these arguments. **IT IS BEST TO OBTAIN AN ATTORNEY TO HELP YOU DECIDE WHETHER YOU HAVE A LEGAL DEFENSE AND PROPERLY COMPLETE THESE FORMS.**

The court will review your motion and notify you whether a hearing will be scheduled or whether you must take any additional action to stop the bailiff from evicting you. **SIMPLY FILING THE MOTION DOES NOT STOP THE BAILIFF.** Only an order of the court stops the process.

Commonly asked questions:

1. If you paid your rent **BEFORE** the judgment was taken should you be concerned?

YES. The court has no way of knowing that you paid your rent and the fact that a default judgment was taken means your landlord has told the court that you did not pay. If you do not resolve the problem you could easily be evicted.

2. If you paid your rent **AFTER** the judgment was taken should you be concerned?

YES. If you paid the full amount in the judgment by the deadline specified in the judgment, you have satisfied the court’s order and the bailiff may not evict. However, if you get an “Application for an Order of Eviction” or an “Order of Eviction” in the mail, you need to get immediate help to prevent the bailiff from evicting you.

3. What if I have no legal defenses? Will the court give me a hearing?

If you do not have any defenses to the case, the court will not provide you with a hearing. This is why it is important to talk to an attorney to make sure that all of your legal issues have been expressed in your written statement to the court. A legal services provider may also be able to refer you for help to pay a judgment, to move, or to negotiate a resolution to keep you from being evicted.

4. What if my case was not about rent, or mortgage payments, but the Plaintiff just wants me to move?

There may be legal issues that could be raised depending upon the circumstances. An attorney can help you determine the relevant legal issues.