

[00:00:00] Speaker A: Welcome to the deep dive. Today we're tackling something, well, frankly, pretty stressful for property owners. The New Orleans eviction process.

Specifically in Orleans Parish.

[00:00:11] Speaker B: Yeah, it's a necessary topic. Our sources really highlight that while it's there to protect rights, the actual legal journey, it's complex, very rigid, and honestly full of ways to mess up.

[00:00:24] Speaker A: But a pitfall is exactly how they put it. We're talking about a legal path where even a tiny mistake, boom, case dismissed.

[00:00:30] Speaker B: And that rigidity, that's the core issue, isn't it? The stakes are incredibly high for you, the owner. We've seen it happen. A small error on a notice filing in the wrong place.

[00:00:38] Speaker A: Right.

[00:00:39] Speaker B: And the judge just tosses the whole case out.

[00:00:41] Speaker A: And then what? You're back at square one, forced to start all over again, losing another month's rent, maybe more, just because of a technicality. It's rough.

[00:00:49] Speaker B: So our goal today, our mission really is to cut through that fog. We want to walk you through the absolute must do steps under Louisiana law.

Focus on what you just can't get.

[00:00:59] Speaker A: Wrong and how to avoid those critical errors that cost so much time and money.

[00:01:02] Speaker B: Exactly. We'll get you the info quickly, but, you know, thoroughly make sure it sticks.

[00:01:07] Speaker A: Okay, let's dive in. The absolute foundation, the thing that seems to trip people up right at the start, our sources hammer this home. You need two completely separate legal services. Not one, two.

[00:01:20] Speaker B: That's the key takeaway right there. Two distinct legal steps, meaning two distinct deliveries.

First is that initial five day notice to vacate. That's your formal written demand telling the tenant they need to leave. It's non judicial.

[00:01:35] Speaker A: That starts the clock ticking, basically.

[00:01:36] Speaker B: Precisely. Then only after you file the lawsuit, comes the second service. That's the rule for possession. Think of it as the official court summons. It tells the tenant, hey, you've been sued. Here's your court date.

[00:01:47] Speaker A: And if you fumble either one of.

[00:01:48] Speaker B: Those, your case is likely dead in the water, period.

[00:01:51] Speaker A: Which brings us straight to proof.

Because, let's be real, the tenant's easiest defense in court is just saying, I never got it. Exactly. I never got the notice. If you can't definitively prove they did, that defense can work. So how do you make that defense totally useless?

[00:02:07] Speaker B: You need proof that a judge looks at and says, okay, this is undeniable. That's why professionals are stressed so heavily in the source material. A professional process server delivers the document. Right, and then provides a notarized affidavit of service. That's the golden ticket.

[00:02:22] Speaker A: Okay, but let Me push back a bit here for the listener. If I'm trying to save a few bucks, why can't I just, you know, film myself handing the notice to the tenant or use certified mail? Doesn't that prove they got it?

[00:02:34] Speaker B: That's a really common question. And it gets to the heart of how Louisiana courts see evidence. A video seems convincing. Right? But judges rely on formal sworn statements from neutral third parties.

[00:02:46] Speaker A: Okay.

[00:02:47] Speaker B: That affidavit of service, it's signed under oath, notarized by someone with no skin in the game. It's got legal weight. Certified mail often fails, tenant refuses to sign, or it just doesn't meet the specific personal or tact service rules the state requires for that first notice.

[00:03:03] Speaker A: So that affidavit isn't just like a delivery confirmation slip. It's your legal shield. It shuts down that I never got it defense immediately. You've got a sworn statement that, what, 75 bucks for the server seems pretty minor compared to losing a whole month's rent plus fees and starting over.

[00:03:19] Speaker B: Absolutely. Think of it like legal insurance. You pay a small fee upfront to avoid a potentially huge loss later. If you want certainty, professional service is really the way to go right from the start.

[00:03:31] Speaker A: Makes sense. Okay, let's get into step one itself.

That mandatory five day notice to vacate. What does it actually need to say and how does the timing work?

[00:03:41] Speaker B: Right. It has to be a formal written document. It's typically for non payment of rent, but can cover other lease breaches too. And the key timing part?

The tenant gets five business days to move out.

[00:03:52] Speaker A: Business days, that's critical. So weekends don't count. Holidays.

[00:03:56] Speaker B: Correct. Weekends and legal holidays are excluded from the count. So if you serve it on a.

[00:04:00] Speaker A: Friday, Monday's day one.

[00:04:02] Speaker B: Exactly. Unless Monday's a holiday, then Tuesday is day one. You can't file the lawsuit until those five full business days have passed. Calculating that right is crucial to

not jumping the gun.

[00:04:13] Speaker A: Okay, and how do you deliver this notice? The sources are really clear.

Texting, emailing, sliding it under the door. None of that counts legally?

[00:04:22] Speaker B: No. The law is very strict here. For this initial five day notice, you have only two valid methods. One, hand it directly to the tenant personally.

[00:04:31] Speaker A: Okay.

[00:04:31] Speaker B: Two, tack it securely to their front door. That's it. Nothing else is legally sufficient for this step.

[00:04:38] Speaker A: Let's linger on tack securely for a second. What does that really mean? Like if I just use a bit of scotch tape and it blows away.

[00:04:44] Speaker B: That's probably not going to cut it. Securely means using something substantial. Staples, tack, something that actually fastens it to the main entrance door, where it's obvious and won't just fall off.

[00:04:53] Speaker A: Right.

[00:04:54] Speaker B: If it's easily removed or hidden, a judge could say the service was improper.

[00:04:58] Speaker A: And again, back to square one.

[00:05:00] Speaker B: Exactly. Which is another reason even for tacking using a pro who documents how and where it was tagged. Maybe even takes a photo for their file. Adds another layer of proof.

[00:05:10] Speaker A: Okay, so the five business days are up, the tenant hasn't moved. Now we're into the court system. Step two, filing the lawsuit, the rule for possession.

[00:05:20] Speaker B: And right here is another major potential mistake. Filing in the wrong courthouse.

New Orleans has two different courts handling these cases based on location. Get it wrong, case dismissed. Simple as that.

[00:05:33] Speaker A: An easily avoidable error. So where do you file?

[00:05:36] Speaker B: Okay, if the property is on the east bank, which is most of New Orleans proper, You know, French Quarter, uptown, Mid city, Gentilly, the East.

[00:05:44] Speaker A: Gotcha.

[00:05:44] Speaker B: You file at the 1st City Court of New Orleans. That's the one on Loyola Avenue.

[00:05:48] Speaker A: And if the property is on the west bank, Algiers, then you head across.

[00:05:51] Speaker B: The river to the second City Court of New Orleans on Morgan street in Algiers. Always double check the address jurisdiction before you file. It's a small detail that saves massive headaches.

[00:06:01] Speaker A: All right, filed correctly, court gives you a hearing date. Now comes service number two. Getting that official court summons, the rule for possession delivered. And this one, the landlord absolutely cannot do themselves, right?

[00:06:15] Speaker B: Correct. This isn't like the first notice. This is an official court document. It must be served by either the constable or a private process server specifically appointed by the court.

[00:06:24] Speaker A: What's the real world difference between using the constable versus hiring a private server for this second delivery?

[00:06:32] Speaker B: Often it boils down to speed and focus. Look, the constable's office does a fine job. They're professionals. But they handle everything for the court. Warrants, seizures, other summonses, not just evictions.

Their workload is huge.

[00:06:46] Speaker A: Which can mean delays.

[00:06:47] Speaker B: It can sometimes lead to delays. Yeah. If your hearing date is coming up fast and the office is swamped, getting that proof of service back quickly or even getting the service done before the hearing might be tight. It could even cause your hearing to get pushed back. A private process server? Their only job is serving papers promptly and getting that affidavit back to the court asap. They're often more persistent, making multiple attempts quickly. So if getting to court fast is the top priority, the private option often gives you a bit more control over the timeline.

[00:07:17] Speaker A: Makes total sense. Time is definitely money in this situation.

Alright, let's shift to the big warnings, the stuff that can really backfire on a landlord. The legal landmines.

[00:07:26] Speaker B: Yeah. The biggest one is what's called a self help eviction. This is where landlords get frustrated with the process. Maybe it's taking too long and they.

[00:07:33] Speaker A: Decide to take matters into their own hands. Like changing the locks, shutting off the power.

[00:07:38] Speaker B: Exactly that. And let me be crystal clear here for you. Listening. Do not do that. Ever. Changing locks, cutting utilities, moving their stuff out. It's illegal. It's a self help eviction.

[00:07:48] Speaker A: And the consequences aren't just getting the eviction case dismissed. Yeah, it's worse.

[00:07:53] Speaker B: Oh, much worse. It's catastrophic, potentially.

The tenant will sue you and they will win. The court will find you bypass the legal process. You'll be on the hook for damages, their attorney fees, maybe even penalties. It can cost thousands,

tens of thousands.

[00:08:09] Speaker A: Wow.

[00:08:09] Speaker B: The message from the sources is emphatic. You have to follow the court process step by step, no matter how frustrating it gets. No shortcuts.

[00:08:17] Speaker A: A really crucial warning.

Okay, now for something that sounds like it could be a shortcut, but a legal one. The waiver of notice clause. What's that about?

[00:08:27] Speaker B: Ah, yes. This is a potential game changer. If it's in your lease, it's a specific clause where the tenant agrees as part of the lease contract to waive their right to receive that initial five day notice to vacate if they fail to pay rent.

[00:08:40] Speaker A: Wait, really? So if that clause is in the signed lease.

[00:08:42] Speaker B: Yeah.

[00:08:43] Speaker A: What happens when rent is late?

[00:08:45] Speaker B: You get to skip step one entirely. The day after rent is due and unpaid, you don't need to serve the five day notice. You don't need to wait the five business days. You can go directly to the correct city court first or second, and file the rule for possession lawsuit immediately.

[00:08:59] Speaker A: That's huge. That saves weeks right there and avoids that whole first service process. So checking your lease document first is absolutely critical. Before you even think about serving a.

[00:09:09] Speaker B: Notice, it's incredibly powerful. If it's there and drafted correctly, it's a contractual agreement acknowledging that the tenant understands failure to pay means immediate court action is possible.

But again, the exact language has to be in the lease they signed. You can't just assume.

[00:09:27] Speaker A: Good point. Now, as we kind of pull this all together, we absolutely have to repeat the standard disclaimer. This has all been for educational purposes. We're exploring the process. But this is not legal advice.

[00:09:38] Speaker B: Absolutely not. The risks in Orleans Parish evictions are just too high for DIY legal work. Based on a podcast. Seriously, given how easy it is to make a costly mistake, right? Any landlord facing an eviction really needs to consult with a qualified Louisiana attorney. Let them handle the filings, the service, make sure every eye is dotted. We're giving you the map, but the attorney is the experienced driver.

[00:09:59] Speaker A: Well said. So let's recap the big takeaways for you. The listener precision is everything in New Orleans evictions.

Remember the two serve requirement file in the right court, east bank versus west bank and rely on that notarized proof, the affidavit of service, to shut down defenses. Don't let a small procedural saving cost you a whole month's rent or more.

[00:10:22] Speaker B: And maybe a final thought to chew on thinking about that waiver clause we discussed. You know, it drastically changes the timeline, makes things much faster. But when you think about the whole landlord tenant dynamic and the importance of a clear legal path, how much is that speed worth compared to the absolute procedural certainty you get by just serving the five day notice every single time? Making sure that paper trail is perfect from day one, even if it takes a bit longer?

[00:10:46] Speaker A: Is maximum efficiency always the best strategy versus maximum legal certainty? Something to definitely consider when looking at your leases and your process.

[00:10:54] Speaker B: Worth thinking about indeed.

[00:10:56] Speaker A: That wraps up this deep dive. We hope this breakdown helps you understand the complexities here a bit better. Thanks for joining us and we'll catch you next time.