

6.10 ENFORCEMENT OF EVICTION JUDGMENT: WRITS AND MOVE-OUTS

A. If judgment is for plaintiff on the eviction, unless otherwise ordered by the Court, the plaintiff may immediately purchase a writ of restitution and schedule a move-out with the Eviction Unit bailiffs.

B. Writs must be timely purchased. Timely purchase is determined according to the following:

1. Within sixty (60) days of the date of the judgment.
2. Where the judgment is more than sixty (60) days old, but less than one (1) year old, plaintiff must file a Motion for Leave to Purchase a Writ and serve a copy of the motion on the defendant(s). The Court may schedule a hearing on the motion or decide the motion on the filings of the parties. Upon the granting of the motion, plaintiff may purchase a writ and schedule a move-out.
3. Plaintiffs may not purchase a writ, or schedule a move-out, on judgments granted more than one (1) year prior to the date of purchasing the writ.

C. Writs are issued by the Clerk's office prior to the move-out. If a writ has not issued within forty-five (45) days of purchase, the Court may, in its discretion, require plaintiff to file a Motion for Leave to Purchase a Writ and serve a copy of the motion on the defendant(s). The Court may schedule a hearing on the motion or decide the motion on the filings of the parties. Upon the granting of the motion, plaintiff may purchase a writ and schedule a move-out.

D. Writs must be executed upon (i.e. the scheduled move-out must occur) within ten (10) days of issuance by the Clerk's office. If a move-out is stayed or canceled, and more than ten (10) days pass between the date the writ issued and the new move-out date, the plaintiff must purchase a new writ.

E. The Clerk shall maintain all writs of restitution for five (5) years from the date of execution.

6.101 SCHEDULING THE MOVE-OUT

A. In order to arrange for the physical removal of the defendant and their belongings, the following must occur:

1. Plaintiff must purchase a writ of restitution from the Clerk;
2. Plaintiff must present the receipt for the writ to the bailiffs in the Eviction Unit of the Court; and
3. Upon presentation of the receipt, the bailiff shall schedule a move-out date, inform the plaintiff of the scheduled date and provide plaintiff with a list of insured and/or bonded movers and instructions for the move out process.

B. To permit the City to guard against health and/or safety problems created by the placement of personal property on the tree lawn during move outs, the Bailiffs Department shall send to each Councilperson a list of the move outs scheduled in that Councilperson's ward, one week before the move out, and, again, on the day of the scheduled move out.

6.102 MOVE-OUTS

A. Every move-out scheduled by the Court pursuant to a writ of restitution shall be supervised by one or more of the Housing Court bailiffs. The actual physical move-out of defendant's belongings shall be conducted by insured or bonded movers hired by plaintiff.

B. Plaintiffs scheduling move-outs must contract with an insured or bonded moving company for the physical removal of the defendant's personal property from the subject premises. The moving company must be present at the premises at the time of the scheduled move-out.

C. On the scheduled date and hour, the Housing Court bailiffs shall meet the plaintiff, or his/her agent, at the premises. The bailiffs shall enter the premises and remove all inhabitants not lawfully entitled to possession. The movers shall then conduct the actual physical move-out and place the defendant's personal property on the tree lawn.

D. To minimize the likelihood of the personal property being rummaged through or scattered on the tree lawn the movers shall place all loose items of personal property on the tree lawn in sealed, opaque bags or boxes.

E. The plaintiff in an eviction action is subject to the requirements of the City's Codified Ordinances, including CCO 209.01 which declares trash, junk, garbage and all other waste materials to be a nuisance on the property on which they are found. To that end, plaintiff may remove and dispose of items from the tree lawn not claimed by the tenant three hours after completion of the court-supervised move out, or at 5:00 p.m. on the day of the move out, whichever is earlier. If plaintiff pays for removal of the items, plaintiff may plead these costs as damages in the money damages portion of the action.

F. Should plaintiff fail to comply with the City's Codified Ordinances regarding the prohibition of trash and other waste materials on the property and paragraph E, above, in addition to the remedies set forth in the City's Codified Ordinances, the City may seek to recover the cost of any clean up from the plaintiff. The Court may require plaintiff to pay those costs prior to proceeding with any additional move outs. Should plaintiff fail to do so after being ordered by the Court, the Court may enforce that order through contempt proceedings, may require plaintiff to post a bond before proceeding with future move outs, or may impose such other sanctions as it deems appropriate.

G. Whenever operational needs permit, the bailiffs shall visit the premises on the day following the move out, to determine whether debris remains on the tree lawn. If it does, the bailiffs Department may contact the plaintiff, the appropriate City department, or both, regarding clean-up of the tree lawn and abatement of the nuisance.

6.103 MOVE-OUT CONTENTS – VOLUME, HAZARDOUS NATURE

A. The Court recommends that plaintiffs inspect the premises prior to scheduling the move-out date. On the scheduled move-out date, if the Housing Court Chief Bailiff, or his designee, determines that the volume or nature of the contents of the premises is such that removal of the contents to the tree lawn would create a health or safety hazard, the move-out may be canceled. Thereafter, plaintiff may be permitted to schedule a new move-out date in conjunction with a special waste collection, to be scheduled by the plaintiff. The costs of the special waste collection initially shall be paid by the plaintiff, who may plead such costs as damages in the money damages portion of the action.

B. In addition, if prior to or on the scheduled move-out date, the Housing Court bailiff determines that the removal of the defendant's personal property from the premises to the tree lawn could create a hazard due to an infestation of insects, vermin, etc., the move-out may be canceled, and the Court may request an assessment of the premises by the Health Department. If the Health Department determines that removal of the contents of the premises would create or exacerbate a health hazard, the Court may require the plaintiff to abate the hazard in a manner approved by the Court (e.g. through extermination by a licensed pest control service) prior to proceeding with the move-out. The cost of the pest control service initially shall be paid by the plaintiff, who may plead such costs as damages in the money damages portion of the action.

C. Some move-outs, whether commercial or residential, present unique circumstances that make it impossible, impractical, or hazardous to conduct the move-out in the manner described in 6.102(C), above. In those cases in which the move-out presents unique circumstances, the Housing Court Chief Bailiff, or his designee, shall have authority to determine the most appropriate means of executing on the writ of possession and restoring possession of the premises to the plaintiff. This determination may be made prior to, on the date of, or during any move-out. The means of move-out may include, but are not limited to, physical removal of the contents to the tree lawn, physical removal of the contents to a dumpster or other container obtained by plaintiff (at plaintiff's cost and expense), changing of the locks without removal of the contents, placement of the contents into storage, rescheduling the move out, or any other means deemed necessary in the discretion of the Housing Court Chief Bailiff to restore the premises to the plaintiff.

D. Should the Housing Court Chief Bailiff, or his designee, determine that the circumstances of the move-out require the placement of the defendant's possessions into storage, the moving company must place those goods into storage in the name of the defendant, with the plaintiff paying for the cost of the movers' labor and for moving the property into storage for thirty (30) days. Items may be placed into a storage facility owned by the mover, or by another entity. However, when using storage facilities owned by someone other than the mover, then neither the name of the plaintiff nor the mover may be submitted by the plaintiff or the mover as a co-owner of the property.

E. Should the defendant's personal property be placed into storage and not retrieved by the defendant, that personal property shall be disposed of in accordance with the provisions of

the Ohio Revised Code, including R.C. Chapter 1307 (Warehouse Receipts, Bills of Lading and other Documents of Title) and Chapter 5322 (Storage Facilities). This Rule shall apply whether the storage facility is an independent storage facility or one owned by the mover.