



# South County Constable Office

316 MAIN STREET, PO BOX 30, STURBRIDGE, MA 01566-0030

WWW.MACONSTABLE.COM

Alan R Jeskey, Constable

C: (774) 230-0623



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## Eviction Policy

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Once an "Execution for Possession" has been issued, the landlord has the following options:

**"Pre-Eviction Notice" ..... \$75.00**

Under this option, the landlord will pay \$75.00 for a constable to attempt to have the defendant(s) move out of the residence on their own. This option provides two trips to the residence to make contact. A letter to the defendant(s) will be left if contact cannot be made in person.

If the landlord feels that the defendant(s) may move out of the residence after speaking with or receiving a letter from a constable, this option *may* be beneficial to the landlord. This option does not have any legal stance to force the defendant(s) to move.

**"Eviction" ..... \$250.00\***

If you feel that the above "Pre-Eviction Notice" option will not cause the defendant(s) to vacate the residence, you may proceed directly to an eviction. The following steps occur during the eviction process:

1. The presentation of the original Execution to our office along with a pre-payment of \$250.00, made payable to "South County Constable Office".
2. You must make arrangements with a state licensed and bonded eviction moving company (Required by MGL Chapter 239 § 4). A list of movers is available at: <http://www.mass.gov/eopss/consumer-prot-and-bus-lic/license-type/public-warehouse/public-warehouse-evictions.html>
3. Following your payment to one of the moving companies, the moving company will contact us and inform us of your payment. A date for the physical eviction will be scheduled.
4. The 48-Hour Notice will be drafted up and served upon the defendant(s). The notice will detail the date and time of eviction, the name of the constable and moving company, as well as the address of the moving company.
5. On the date and time of the eviction you, or your representative, shall meet us at your property for us to gain entry. If you do not have keys to the unit, you may be held responsible for a locksmith to respond to unlock the door. You or your representative will have the opportunity to change the locks and/or secure the property.
6. Please note that your initial payment of \$250 is for the first two (2) hours of the eviction. If the constable is on-site for longer that two (2) hours, additional time will be charged at \$50.00 per hour. Once the 48-Hour Notice has been served, the \$250.00 fee is non-refundable.

*The Constable may stop the eviction if he believes the Execution for Possession is defective; incomplete; or otherwise void at the time of the eviction move out.*



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## General Information

The role of the Constable is to serve the court's order to enter and take possession of the premises, keep the peace and return said premises to the Plaintiff in a safe and secure manor.

Residential evictions require a minimum of at least 48-hours' notice to be given to the Defendant(s)/Tenant(s). This office will draft and serve said notice once we have received all appropriate information and scheduled a mutually agreeable eviction date. Saturday, Sunday, and holidays cannot be counted towards the time given in said notice. Commercial evictions do not require notice be given however may be given at the request of the Plaintiff/Attorney.

## Entering the Premise

No person shall enter the premises before the scheduled date and time of the eviction. Upon entering, the Constable shall enter before anyone to ensure a safe environment. Only after the constable has deemed the premise safe, entry will be permitted.

## The Tenant(s) and Belongings

If you have prior knowledge that the tenant(s) will not be on site the day of eviction, you should attempt to:

- Get in writing, a release from the tenant deeming anything left in the premise as trash to be discarded if items are unwanted
- Get a valid phone number and new address for the tenant

If the tenant is not present and there are no releases deeming items as trash, then any items left in the premise must be taken to the warehouse unless clearly rubbish.

If the tenant is present, the same release should be signed for items left after the eviction.

In most cases, tenants may be allowed to stay during the eviction to assist in determining items to be taken. Reasons that the tenant(s) may not be allowed to stay during the eviction are:

- The Plaintiff does not wish them to be there
- The tenant is uncooperative
- The tenant is under the influence of alcohol or drugs
- The Constable feels that the Tenant staying may pose a threat to the safety of any person, including themselves.

## After the Eviction

Once the moving company has finished, the Plaintiff and Constable will perform a walk-through of the premises. If satisfactory to the Plaintiff and the locks have been changed, possession of the premises will be returned to the plaintiff. Possession cannot be returned to the plaintiff (Constable may not leave) until locks are changed and premises is deemed secured.

## Things to Consider

- It may not be a good idea to cancel a moving company unless you are 100% sure that there is nothing left on the premise to be moved. If there are items that cannot be deemed as trash, it may cost additional moving fees to have the movers come after cancelling.
- Make sure you contact a reputable Locksmith or knowledgeable person able to change the locks. Many cases are prolonged due to inexperienced or unprepared Locksmiths and may result in additional fees.



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## Eviction Agreement

Eviction Type:  Residential  Commercial\*

\* Commercial evictions do not require notice be given however may be given at the request of the Plaintiff or Attorney.

The \$250.00 pre-payment will include the 48-Hour Notice and one (1) Constable for two (2) hours. After two (2) hours, you will be billed \$50.00 per hour. Moving & Storage and Locksmith fees are separate and are not included in this fee. Questions regarding these fees should be directed to the individual companies.

Plaintiff / Landlord:	Defendant(s) / Tenant(s):	Court Docket No.
Your Name:	Your Address:	Cell Phone (Emergency Contact):
Eviction Address:		Unit No.
Is there an active Restraining Order or Abuse Prevention Order between the Defendant(s)?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Unknown
Moving & Storage Company:		Phone No.
Address:	Contact Person:	Fax No.
Locksmith / Person Changing Locks:	Contact Person:	Phone No.
<input type="checkbox"/> N/A		

The Constable may stop the eviction if he believes the Execution for Possession is defective; incomplete; or otherwise void at the time of the eviction move out.

I have read and understand the Eviction Policy, Eviction Agreement and fees associated to this requested service:

Signature

Printed Name

Date Signed