



## CLINTON COUNTY SHERIFF'S DEPARTMENT

25 McCarthy Drive  
Plattsburgh, NY 12901  
(518) 565-4320

### **EVICTION POLICY**

Contrary to popular belief, the property of an evicted tenant is not considered "abandoned" simply because the property is left at the premises at the time the warrant is effected. Whether property is abandoned depends upon the intent of the owner. Unless there is a clear manifestation of intent by the tenant to discard or abandon the property (ie. Placing the property in a trash receptacle, indicating to the property manager that the property is being thrown out, etc.), title of the property remains vested with the tenant. Since the landlord involuntarily comes into possession of post-eviction property owned by the tenant, the property may not be retained by the landlord, discarded or neglected. The landlord under those circumstances has a duty of care to the tenant, albeit slight, for the proper collection, transportation, storage and eventual disposition of the tenant's property. The landlord will be liable if there is gross negligence resulting in the damage or destruction of the property in his possession. Gross negligence could include leaving tenant property outside and exposed to the elements, recklessly handling the property during transportation, or discarding the property altogether. Therefore, a landlord risks liability and a potential claim for damages if a minimal degree of care is not provided while the property is in the landlord's possession.

It is the policy of this agency to: (1<sup>st</sup>.) Advise the landlord that our presence is to insure the safety of all persons involved at the scene, enforce, observe and document the eviction proceedings as per the court order, (Officers of this agency **do not** assist with the handling, moving, transportation or storage of a tenant's property); (2<sup>nd</sup>.) Advise the landlord that reasonable care must be used in the handling, moving, transportation, storage and eventual disposition of the tenant's property; (3<sup>rd</sup>.) **Any and all cost incurred for the moving and storage of a tenant's property is the responsibility of the landlord. Property must be returned to the tenant upon demand. Reimbursement for any and all cost incurred by the landlord must be pursued in small claims court;** (4<sup>th</sup>.) It is not the position of this agency to offer **any** advice, personal opinions or otherwise to either side involved in this or any type civil case.

**\*\* PARTIAL REFUNDS OF SERVICE FEES WILL NO LONGER BE ISSUED EFFECTIVE: JUNE 1, 2015 \*\***

#### **PETITIONERS / LANDLORDS / AGENTS WILL OBSERVE THE FOLLOWING:**

1. The Civil Division will send (2) two deputies to each eviction. If the eviction process takes longer than (3) three hours or if additional Deputies are required for security purposes, additional labor costs will be charged. Please contact the Sheriff's Department Civil Division for the exact hourly rates that will be charged for evictions exceeding (3) three hours.
2. The Petitioner is responsible for having the locks to the premises changed after the property has been removed but before the Deputy leaves.

3. The Petitioner is responsible for removal of any vehicle from the property where an eviction warrant is enforced. The vehicle towed from the property will be stored at a facility where the tenant will be able to obtain access to the vehicle.
4. The Petitioner is responsible for the removal of any and all pets (i.e. Cats, Dogs, etc) from the property where an eviction warrant is enforced by contacting Animal Control for the proper removal of said pets.
5. The Clinton County Sheriff's Department reserves the right to cancel the eviction in the event the Petitioner fails to comply with the terms of this policy. In the event it becomes necessary to cancel an eviction for non-compliance with the terms of this policy, the eviction may be rescheduled at a later time. The Petitioner is responsible for paying the necessary fees associated with the rescheduling of the eviction.

## **NOTICE**

**AT NO TIME PRIOR TO THE ENFORCEMENT OF THE  
WARRANT OF EVICTION MAY THE PETITIONER AND OR  
AGENT FOR THE PETITIONER ENTER THE PREMISES  
UNLESS AN EMERGENCY SITUATION EXISTS.**

**IT IS UNDERSTOOD THAT IF THIS EVICTION IS  
CANCELLED FOR ANY REASON – I WILL NOT  
RECEIVE A PARTIAL REFUND OF SERVICE FEES PAID**