



Contra Costa County Office of the Sheriff

David O. Livingston

Sheriff – Coroner

TO: PROPERTY OWNERS/ATTORNEYS/AGENTS

SUBJECT: EVICTION PROCEDURES

The Sheriff's Office values the safety of our civilians and Deputies; therefore notification of circumstances that may pose a safety issue is necessary. If **Animal Control** is needed; the **landlord/owner is responsible for any charges that may be incurred.**

TIME FOR SERVICE:

The eviction will take place on the first available date; excluding weekends and holidays; following the expiration of the 5 day notice. Notification of **lockout dates** will be **issued by mail** to the Plaintiff/Attorney/Agent. Deputies will contact **ONLY** the **Plaintiff/Attorney/Agent** no sooner than two business days prior with the lockout time. **UNDER NO CIRCUMSTANCES ARE THE TENANTS TO BE PROVIDED THE EXACT DATE AND TIME FOR OFFICER SAFETY!** The Tennants have already been provided a date and time they must vacate the premises by. It is not the same as this appointment. Giving this information to the defendant can be an officer safety issue and **MAY** result in cancellation of your eviction at our discretion.

EVICTION DAY:

Please arrive **15 minutes prior** to your lockout time, but **do not park in front of the location** or in the driveway. The deputies will only wait 5 minutes after the appointed time, and will not search the location to make contact with the designated agent/plaintiff/attorney. If you are late you will need to reschedule and provide additional fees of \$100 along with a new instruction letter. **DO NOT enter the property** before deputies arrive. **If you take possession prior to their arrival, you WILL NOT** be given a restoration notice. Deputies will **not force entry**, and it is the Plaintiff's/Agent/Attorneys responsibility to gain entry to the property. If entry cannot be gained, you will need to reschedule. If a locksmith is used, please have them stage away from the property until their services are needed. In the event the Deputies are late please allow **45 minutes before contacting our office.** There are unforeseen circumstances that may cause a delay in their arrival (ie. Non-compliant tenants, medical emergencies, etc).

STAYS:

If the tenant files a Claim of Right to Possession, Petition to Stay with the Superior Court, or a Bankruptcy; a STAY may be enforced. Once the STAY is lifted our office will reschedule the lockout for the first available date. It is **YOUR RESPONSIBILITY** to contact our office to obtain the new lockout date. You may contact our office to obtain the new lockout date. You may contact our office from 8am-4pm, Mon-Fri at (925)655-4555.

See back of form for additional information

CANCELLATIONS:

ALL cancellations MUST be done in writing by the Plaintiff/Attorney and can be submitted via Fax at (925) 655-4580 or by email to cococivil@so.cccounty.us

*CANCELLATION REQUESTS WILL NOT BE TAKEN OVER THE PHONE

FEE SCHEDULE:

"No Show" or unable to gain access to the property - \$100

Cancellations - \$50

Reschedule/Repost - \$100

**FAILURE TO COMPLY WITH THE INSTRUCTIONS STATED ON THIS FORM
CAN CREATE AN OFFICER SAFETY ISSUE AND MAY RESULT IN
THE POSTPONEMENT AND/OR CANCELLATION OF YOUR EVICTION.**

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of the tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for removal and storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all cost incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or if the property is valued at less than \$700.00, the landlord may dispose of the property or retain it for his own use. (1174CCP)