



Eviction

When can a landlord evict a renter? In Wyoming, eviction of a renter by a landlord is done with the “forcible entry and detainer,” or FED hearing. An FED hearing is like a small trial on the issue of whether the tenant should be evicted. A landlord can try and evict a renter using if:

- The renter is still in the rental unit after the date they are supposed to move out according to the lease
- The renter has not paid the rent for three days after it is due
- The property has been sold and the new owner demands possession of the property from the renter
- The renter violates terms of the lease
- The renter violates the renter’s duties or prohibited acts sections of the Wyoming Residential Rental Property Act (W.S. §§ 1-21-1204-1205). (See renter’s rights and duties summary sheet.)

Eviction Process: An eviction happens in the following steps:

- **Written Notice:** When a landlord decides to evict a renter using FED laws, he or she must first notify the renter in writing that they must move out of the rental unit. This notice must be given at least three days before the FED action is filed in court, and it must be in writing and left with the renter in person or at the renter’s usual place of home or business.
- **Summons:** If the renter has not moved out of the rental unit within three days (or paid the rent) since given the notice, the landlord can file the FED action by filing a Complaint with the court, and a summons can be issued. The summons states the reason for the landlord’s complaint, and the time and place of the trial. The renter must be served with a copy of the Complaint and the summons.
- **The hearing or trial:** If the defendant (renter) does not show up for trial, it takes place as if he or she were there. If the defendant is present, he or she may file a written answer with the court. If the defendant needs more time before the trial date, only two extra days will be allowed but more time might be allowed if the defendant gives a bond. At trial, the only issue that is allowed to be addressed is whether the tenant should be evicted. Other issues will not be addressed. The defendant has a right to a jury trial, but if neither party asks for a jury, the judge will decide if the tenant should be evicted or not. At the hearing, each party has the chance to present evidence to the court to show why the tenant should or should not be evicted.
- **The hearing outcome:** The court will rule in favor of the landlord if it finds that the renter should be evicted. If the court rules evicts the renter, it will order a writ of restitution, which means the renter will have to move out. The time the renter has to move out depends on the circumstances but has to be between 5:00 p.m. the date of the hearing and 30 days from the date of the hearing. The renter will also have to pay costs. If the court finds that the landlord’s complaint is not true, the landlord will have to pay for the renter’s court costs. The renter can appeal the case.
 - **Failure to pay rent:** If the hearing is based on the renter’s failure to pay rent, and the court finds in favor of the landlord, the renter will also owe the cost of the rent due. If stated in the lease, costs and attorney’s fees may also be owed by the renter to the landlord.
- **After the hearing:** If the court issues the writ of restitution at the hearing and the renter does not file an appeal, the Sheriff can meet the landlord at the property. The tenant must then remove all of their items from the property and leave. If the tenant does not remove everything, the landlord can consider it abandoned, and throw it out. If something of value is left in the property, the landlord must provide written notice to the former renter that he or she has seven days to claim the property. If after seven days the former renter has not picked up the property or given the landlord written notice that they will come get it, the landlord becomes the owner of the property and can do what he or she wants to do with it.
- **If the renter refuses to move out:** If the renter does not comply after a writ of restitution is ordered by the court and refuses to move out, the sheriff can remove the renter’s possessions and prevent the renter from entering the unit. If the renter damages the unit, the owner can use any deposit money or property for payment for the damages. If that does not cover all the cost to cover the damage, the landlord can sue the renter for the damage and the renter will owe that extra cost plus 10% interest per year until it is paid.

Notes

TASK	DUE DATE	DONE