Washington County Sheriff's Office

Neighborhood Watch Newsletter



Fred Newman, Sheriff

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Toll Free 1-888-461-0414

"Take the Time to Prevent a Crime"

Captain Blake Andis

Neighborhood Watch Coordinator neighborhoodwatch@washso.org

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Statistics for September		
ASSAULT (SIMPLE)	22	
BURGLARY/BREAKING & ENTERING	21	
COUNTERFEITING/FORGERY	2	
CREDITCARD FRUAD	3	
DESTRUCTION/DAMAGE/VANDALISM	25	
DRUG/NARCOTIC VIOLATIONS	16	
DRUNKENNESS	12	
DUI	10	
FALSE PRETENSES/SWINDLE/CONFIDENCE	2	
FAMILY OFFENSES (NONVIOLENT)	7	
INTIMIDATION	2	
LARCENY (ALL OTHER)	49	
LIQUOR LAW VIOLATIONS	2	
MOTOR VEHICLE THEFT	8	
RUNAWAY	2	
SHOPLIFTING	21	
ALL OTHER OFFENSES	89	
TOTAL OFFENSES	293	
TOTAL ARRESTS 166ADULTS 9 JUVENIL	E	
TOTAL WARRANTS 1689 CIVIL 448 CRIMIN	IAL	

Sheriff's Message

The sheriff's office receives many calls every month in reference to the eviction process.

Eviction is a legal process, where the landlord has intent to terminate the tenants' rights to rent/remain on a property. After the legal process has been followed and the courts issue the correct paper work to the sheriff's office or other law enforcement, then law enforcement personnel will execute the paperwork and will stand by as the landlord removes the tenant's belongings. Law enforcement personnel do not assist in the physical removal of the belongings from the property. The property is usually placed at the curb or alongside the road for the owners to pick up.

Once this process is complete the landlord will take over possession of the property.

If you have any questions or concerns please contact our office.

Sheriff Fred Newman

November, 2011			
MONTHLY MEETINGS			
11-01	HIGH POINT	7PM	
	High Point Elementary School	72112	
11-07	BURSON CORNER	7PM	
11 07	Goodson-Kinderhook Fire Department	, 1 1 1 1	
11-17	ZION COMMUNITY	7PM	
11 17	Zion Church	72112	
11-22	HAYTERS GAP	10:30AM	
'	Hayter's Gap Community Center		
01-26-12	KONNAROCK	7PM	
	Konnarock Community Center		
	QUARTERLY MEETINGS		
12-01	MENDOTA/Mendota Community Center	7PM	
12 -05	CLAYMAN VALLEY	7PM	
	Goodson Kinderhook Fire Department		
12-06	EAGLE RIDGE/ High Point ES	7PM	
12-12	CROWEVILLE /GLADE SPRING	7PM	
12-13	HAYTERS GAP EVENING GROUP	7PM	
	Clinch Mountain Fire Dept.		
12-15	RAMBLEWOOD/WIDENER'S	7PM	
	VALLEY/ Zion Church		
12-26	GREEN SPRINGS/CLEVELAND/	7PM	
	HARBOR LIGHT COMMUNITY		
	Cleveland Community Center		
02-09-12	WORTHINGTON WAY	7PM	
	Worthington Way Road		
03-19-12	MELVIN HILLS /OAK HILL ESTATES/	7PM	
	Pleasant View Methodist Church		
03-20-12	HIGHLANDER PARK		
	EVERGREEN HILLS/LOWRY HILLS	7PM	
	Noonkester Field Park		
03-08-12	QUAIL RIDGE/Ely Residence	7PM	
04-10-12	WOODLAND HILLS		
	Woodland Hills Christian Church	7PM	
04-12-12	GATE CITY HIGHWAY		
	Three Springs Methodist		

On November 9, 2011, at 2 PM Eastern Standard Time (EST), the FCC and FEMA will conduct the first-ever, nationwide test of the Emergency Alert System (EAS). EAS alerts are transmitted over radio and television broadcast stations, cable television and other media services. The purpose of the November 9th test is to assess the reliability and effectiveness of the system as a way to alert the public during nationwide emergencies.

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Landlord and Tenant Laws

Landlord–tenant law governs the rental of property. The basis of the legal relationship between a landlord and tenant is derived from both contract and property law. The tenant has a temporary possessory interest in the premises. The rental premises may be land, a house, a building, or an apartment. The length of the tenancy may be for a specific period of time, for an indefinite but renewable period of time during the term of the tenancy, the tenant has the right to possess the premises, and to restrict the access of others. A landlord–tenant contract may alter and define rights allowed under law. Landlord– tenant contracts are typically known as rental agreements or leases. What provisions may be contained in a lease is normally regulated by state law. Standard in all leases is the implied covenant of quiet enjoyment which gives the tenant the right to possess the rental premises without interference from or disturbance by others, including the landlord. If the landlord causes the rental to become uninhabitable or fails to make repairs so that the premises are uninhabitable, a constructive eviction may occur. This may allow the tenant to withhold rent, repair the problem and deduct the cost from the rent, or recover damages. Landlords are also typically restricted by state laws from evicting tenants in retaliation of action the tenant may have taken to enforce a provision of the lease, housing code compliance, or other applicable law. While leases or rental agreements do not have to be in writing to be valid, the terms of the agreement will be easier to enforce and the responsibilities of the parties will be clearer if the rental agreement is in writing. Landlords have the responsibility to maintain residential rental property and repair any defects. Under most state law, there is an implied warranty of habitability, which is defined as the minimum standard for decent, safe, sanitary housing suitable for human habitation, which means that any rental property offered by a landlord must meet the minimum standards established in the codes. The landlord's obligation is to deliver the rental property to the tenant in compliance with the housing codes and to maintain compliance with the housing codes throughout the time the tenant has possession at the premises under the lease of the rental property. The responsibilities of tenants are typically spelled out in the lease; however, basic responsibilities include timely payment of rent, reasonable use and care of the premises, and a duty not to disturb or disrupt surrounding neighbors with excessive noise. If these are not met then a landlord can evict you. Eviction is a legal process by which a landlord may terminate a tenant's right to remain on the rental property. Ultimately, the tenant may be forcibly removed from the property by the sheriff or other law enforcement official; however, doing so requires a formal court order. A tenant can be evicted for numerous reasons, but typically evictions take place where the tenant is in violation of one or more provisions of the lease agreement. Valid reasons for eviction may include, failure to pay rent on time, harboring pets or persons not authorized to reside at the premises, illegal or criminal

activity taking place within the rental premises. Landlords cannot forcibly evict a tenant without proper notice. The landlord must provide written notice to the tenant of the default. If the tenant does not fix the default within a reasonable amount of time, the landlord must file for a formal court eviction proceeding. Courts commonly refer to eviction actions as "forcible entry and detainer" or "unlawful detainer" actions. The legal theory is that the landlord alleges the tenant unlawfully continues to detain or have use and possession of the rental property, and the landlord seeks the assistance of the court to have the tenant removed. The tenant must be served with the court documents. In most jurisdictions, once the landlord has filed the required paperwork, a court hearing on the unlawful detainer will be set. If the tenant does attend, the court will determine whether the tenant should be evicted and will take into account any defenses the tenant may have. The landlord may be given a monetary judgment for the amount of money owed for rent, attorney fees and costs, and may be granted a writ for possession of the premises. A writ will typically issue a few days after the judgment, allowing the tenant the opportunity to move voluntarily. Once the writ is issued, it may be executed by local law enforcement officials so that the tenant is removed from the rental property and then the landlord is given possession. If you have any questions you can refer to the Virginia Residential Landlord and Tenant Act. The VRLTA, Sections 55-248.2 through 55-248.40 of the Code of Virginia, was initially enacted into law in 1974. The VRLTA establishes the rights and obligations of landlords and tenants in Virginia. The VRLTA supersedes all local, county, and municipal landlord and tenant ordinances.

Chaplain's Corner

We are often so concerned with our physical condition and our health, which is not a bad thing. With that in mind, I read a story of a man who fell victim to life's pressure. As a result of making spiritually unhealthy decisions, found himself in a hospital bed, and what seemed like miles from where he once was, in his relationship with his family, friends, and more importantly with the Lord. Many well-intentioned Christians fall away from God by saying yes to situations that compromise their beliefs and giving in to things that they know are not good for them. Scripture says "But mark this: There will be terrible times in the last days. ² People will be lovers of themselves, lovers of money, boastful, proud, abusive, disobedient to their parents, ungrateful, unholy, ³ without love, unforgiving, slanderous, without self-control, brutal, not lovers of the good, 5 treacherous, rash, conceited, lovers of pleasure rather than lovers of God—⁵ having a form of godliness but denying its power. Have nothing to do with such people." 2 Timothy 3:1-5 Acknowledge God's power in your life, and have nothing to do with people who push you to do wrong. The sooner you learn to say no to compromises in your convictions, the healthier you can stay. May God open our eyes, that we may recognize wolves in sheep's clothing. Erik Hinchey

WCSO Chaplain