**COURT**

**STATE OF LOUISIANA**

**NO. Div.**

**PLAINTIFF**

**VERSUS
DEFENDANT**

**FILED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **DEPUTY CLERK**

**EXCEPTIONS, ANSWER AND AFFIRMATIVE DEFENSES TO RULE FOR POSSESSION OF PREMISES**

**NOW INTO COURT**, through undersigned counsel, comes the defendant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who for exceptions and answer to the petitioner’s Rule for Possession shows:

**EXCEPTIONS**

[NOTE: If your eviction is in district court, you need to follow district court rules. These require that exceptions be filed with an accompanying memorandum and rule to show cause].

Defendant pleads the exception of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [Explanation and briefing].

Defendant pleads the exception of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [Explanation and briefing].

**ANSWER**

DEFENDANT admits her domicile and denies each and every other allegation in petitioner’s rule for possession of premises.

**AFFIRMATIVE DEFENSES**

Further answering, DEFENDANT shows that petitioner is not entitled to possession of the premises in question for the following reasons:

Affirmative defense [Explanation and briefing].

Affirmative defense [Explanation and briefing].

Defendant, \_\_\_\_\_\_\_\_\_\_\_, pleads the affirmative defense of judicial control. Cancellation of leases is not favored in Louisiana law. *Hartmann v. Bank of La*., 95-3058, p. 19 (La. 12/13/96); 702 So.2d 648 (citing *Tullier v. Tanson Enterprises, Inc.*, 359 So. 2d 654 (La. App. 1 Cir. 1978), *rev’d on other grounds*, 367 So. 2d 773 (La. 1979)). This Court has discretion under certain circumstances to decline to grant a lessor cancellation of a lease although such right appears to be available to him. *Hartmann* at pp. 19-20. Louisiana Civil Code article 2013 gives this Court express discretion in an action for judicial dissolution to grant an obligor who failed to perform an additional time to perform according to the circumstances, and La. Civ. Code art. 2719 expressly applies the discretion available under article 2013 to the judicial dissolution of a lease.

[Explanation about why judicial control should apply].

 DEFENDANT cannot afford to pay the costs of these proceedings in advance or as they accrue, or to give security therefor, and thus desires to file and prosecute this action *in forma pauperis* pursuant to articles 5181-5188 of the Louisiana Code of Civil Procedure. [If applicable].

WHEREFORE, Defendant prays that petitioners’ rule for possession of premises be dismissed at their cost.

 Respectfully submitted,

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney

**VERIFICATION**

**STATE OF LOUISIANA**

**PARISH OF ORLEANS**

**BEFORE ME,** the undersigned authority, personally came and appeared **XXX** who, being by me first duly sworn, deposed; that she is a Defendant in the attached Answer to the Rule for Possession of Premises, and that all allegations of fact made in the Answer, except those allegations expressly made on information and belief, affiant believes to be true.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 XXX

**SWORN TO AND SUBSCRIBED**

**BEFORE ME ON THIS \_\_\_\_\_\_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_ 202\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY PUBLIC**

**CERTIFICATE OF SERVICE**

I, the undersigned, do certify that a copy of the above and foregoing motion has been served upon the plaintiff by first class and electronic mail this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney