

2. THE AFFIXING OF THE SUMMONS UPON THE PROPERTY SHALL CONCLUSIVELY BE PRESUMED TO BE A SUFFICIENT SERVICE TO ALL PERSONS TO SUPPORT THE ENTRY OF A DEFAULT JUDGMENT FOR POSSESSION OF THE PREMISES, TOGETHER WITH COURT COSTS, IN FAVOR OF THE LANDLORD, BUT IT SHALL NOT BE SUFFICIENT SERVICE TO SUPPORT A DEFAULT JUDGMENT IN FAVOR OF THE LANDLORD FOR THE AMOUNT OF RENT DUE.

(c) (1) If, at the trial on the fifth day indicated in subsection (b) of this section, the court is satisfied that the interests of justice will be better served by an adjournment to enable either party to procure their necessary witnesses, the court may adjourn the trial for a period not exceeding 1 day, except with the consent of all parties, the trial may be adjourned for a longer period of time.

(2) (i) The information required under subsection [(b)(1)(v)] (B)(1)(VI) of this section may not be an issue of fact in a trial under this section.

(ii) If, when the trial occurs, it appears to the satisfaction of the court, that the rent, or any part of the rent and late fees are actually due and unpaid, the court shall determine the amount of rent and late fees due as of the date the complaint was filed, if the trial occurs within the time specified by subsection (b)(3) of this section.

(iii) 1. If the trial does not occur within the time specified in subsection (b)(3)(i) of this section and the tenant has not become current since the filing of the complaint, the court, if the complaint so requests, shall enter a judgment in favor of the landlord for possession of the premises and determine the rent and late fees due as of the trial date.

2. The determination of rent and late fees shall include the following:

- A. Rent claimed in the complaint;
- B. Rent accruing after the date of the filing of the complaint;
- C. Late fees accruing in or prior to the month in which the complaint was filed; and
- D. Credit for payments of rent and late fees made by the tenant after the complaint was filed.

(iv) In the case of a residential tenancy, the court may also give judgment in favor of the landlord for the amount of rent and late fees determined to be