

Dear Mr. Long,

I am writing this letter as a formal complaint toward Constable Robert Sweeney, whom I hired to handle an eviction case. I do so at the urging of another constable as well as my phone conversation with you, in which you both agree that his behavior was unprofessional, inappropriate and does not reflect the behavior of all constables.

On Jan. 2, 2014 I won an eviction ruling in Somerville District Court to remove troublesome tenants from my property at 10 Montgomery Ave., Somerville, MA. On Jan. 20th, after getting his name from the list provided by City Hall, I visited Constable Sweeney's office in person. I explained the situation and he agreed to serve the tenants a Summary Process the following day (Tues., Jan 21<sup>st</sup>) for a fee of 40.00. After serving the summons he informed me that the eviction would take place after 48 hours had passed. He also said he would contact the moving company. (which we later found out is not the proper protocol). He called me later that same day (Tues., Jan 21<sup>st</sup>) to notify me that the movers were confirmed and the eviction would take place at 9:00 A.M. on **Thurs. Jan. 23<sup>rd</sup>**, and to also inform me that his fee for this would be 400.00 and the cost would be 1,595.00 for the movers. The following afternoon, Wed. Jan. 22<sup>nd</sup>, Constable Sweeney called to tell me that he spoke to the tenants and was told that they weren't ready to move on the eviction date and wanted to move the following day, Fri. Jan. 24<sup>th</sup> instead. I told him that this was unacceptable and they were already there well past the allotted time. He first asked me what difference an extra day was and also that the tenants had no money and nowhere to go. I told him that was not his place to question me or be personally involved with the tenants and that I wanted them out on the original eviction date of Jan 23<sup>rd</sup>. He then decided to tell me that it had to be **Fri. Jan 24<sup>th</sup>** because the movers were 'booked' and there was nothing he could do about it. This was one day after he already called to inform me that the movers were confirmed and the eviction would take place at 9:00 A.M. on **Thurs. Jan. 23<sup>rd</sup>**. I argued that this was not the way he is supposed to conduct himself. I hired him to represent me not the tenants. He kept telling me that the movers were booked and I had no choice but to accept the later eviction date or I'd have to get another constable and start the entire process all over again. After getting physically upset on the phone I reluctantly agreed to the Fri. date, feeling I had no choice.

The constable arrived at 9:15 A.M. on Fri. Jan 24<sup>th</sup> to proceed with the eviction. The movers he hired were 'Jim Appleyard Eviction Movers'. Before they would start I had to give a check for 400.00 to Constable Sweeney and 1595.00 to Jim Appleyard Eviction Movers. The tenants had made no attempt to pack their belongings so the movers were forced to pack as well as move all of their belongings. This went on for the next several hours until the last items left in the apartment were several large pieces of furniture. The constable and movers informed me that the furniture could not be removed due to being too large to fit down the stairway. I informed them that the furniture made it into the apartment and could make it out. They questioned a small wall near the stairway as the problem and within 15 minutes I had a carpenter friend remove the wall, much to my disagreement. The constable still questioned this and at no time did the movers attempt to remove the furniture. It was now close to 3:00 PM and they were hinting that they needed to leave. It was at this time that the moving co. owner/manager Jim Appleyard instructed Constable Sweeney that the furniture **absolutely** had to be removed that day. This was witnessed by myself and a friend who was there with me. After some conversation back and forth their story changed and they insisted that they would have to return the following Monday to remove the furniture. I was angry at the fact that they were all paid in full, in advance, for a job they were not completing.

The next day, Sat. Jan. 25<sup>th</sup>, I received a telephone call from Constable Sweeney. He informed me that he received a text message from Jim Appleyard stating that I would need to pay an additional 500.00 for them to return on the following Monday to remove the furniture that was left behind the previous day. I was absolutely furious. I told him that they were paid in full already for a job that was not completed. I also told him this was not legal. At this point I told him I was done with him and no longer wanted to hear from him. I then hung up on him. Several calls and messages to Jim Appleyard Eviction Movers went unanswered. Several calls to Constable Sweeney were also ignored until he finally did answer. He kept insisting that, per Jim Appleyard, I needed to pay the additional 500.00 for the movers to return. I absolutely refused and also questioned him as to why he was the one who was receiving messages from the moving company when they would not return my calls directly. He had no answer. Monday the 27<sup>th</sup> came and went. The movers never returned nor will they return any of my phone calls. As a result of this, I placed a stop payment on their check on the morning of Tues., Jan. 28<sup>th</sup>. Unfortunately I could not do the same for Constable Sweeney's check. It was deposited on the day he served the eviction, as I later discovered from my bank. He did leave for a period to later return while the movers were working. I can only assume this was the time he made his deposit. At this time I was contacted by the tenants as to the whereabouts of their furniture. I explained the entire situation to them and told them that it had nothing to do with me and that they needed to deal with the movers directly. I then provided them with the name and phone number of both Constable Sweeney and Jim Appleyard. Per the tenants, the moving company will not return their calls as well. When they were able to reach Constable Sweeney he told them that the reason their furniture hasn't been removed was because I owed the movers money. The tenants continuously call me for their furniture and I keep referring them to the other two parties. As of this moment the furniture still remains in my apartment. I'm hoping the details that I've provided are enough for some kind of action to be taken against Constable Sweeney. His actions were dishonest as well as unethical and he should not be allowed to be representative of the law in these matters. I feel I was taken full advantage of by the people who were hired to represent me in a decision that I rightfully won in court. Thank you so much for your time Mr. Long, as well as your attention in this matter.

Sincerely,

   
Adriana Bedry

CITY CLERK'S OFFICE  
SOMERVILLE, MA

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