

**U.S. Legal Forms, Inc.**

**Multi-State  
Landlord-Tenant Handbook**

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A general guide to the rights and obligations of landlords and tenants in the United States.

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Property Condition Checklist – Sample #1

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## INTRODUCTION

Dealing with unhappy tenants means trouble for a landlord, and few tenants want the inconvenience and expense of moving simply because they cannot get along with their landlord. When a landlord and tenant get along well, things are better for everyone. Yet, landlords and tenants frequently have problems. Sometimes, landlords do not make repairs or unfairly keep security deposits. Sometimes, tenants damage property or neglect to pay the rent. From the beginning to the end of the landlord-tenant relationship, this handbook explains your broad responsibilities as a landlord or tenant under residential landlord-tenant law as generally found throughout the United States.

Landlord-tenant law typically covers rental of a residence, such as an apartment or house. It does not necessarily apply to rooming houses, hotels or motels, temporary housing at a shelter or supportive housing program, any type of commercial property, mobile homes, or government subsidized housing.

This is a general handbook, containing guidelines that are probably applicable in most of the United States in a similar form to that presented here. Many statements in this handbook are prefaced or qualified by words such as, "In most states..." This qualification is true for every statement made in this guide. The point is that the guidelines set out in this publication may not be identical to the one in your state. In fact, it is possible that the procedure, law, or rule in your state may differ markedly from what you read here. You should not rely on this handbook to make legal decisions, but rather to alert yourself to the fact that there may be an issue and to give you a starting place from which to discuss your problem with a local expert. **THIS HANDBOOK IS NOT A LEGAL DOCUMENT**, and is not intended as a substitute for seeking legal advice from an attorney or other qualified professional.

We hope this handbook raises your awareness of common landlord-tenant issues and that you find it useful and informative. We begin with a short list of definitions for terms used throughout this handbook. We then proceed to the three major sections that cover the landlord-tenant relationship from beginning to end, including: The Rental Agreement, Living In A Rental Property, and finally, Ending the Tenancy.

## DEFINITIONS

Several important terms are used in this handbook and are defined here for your convenience. We will start with the two most troublesome and confusing terms. Don't worry, the going gets much easier after this:

- ▶ **“Rental Agreement” vs. “Lease”:** A “rental agreement” can mean any agreement, written or oral (spoken), between landlord and tenant. Sometimes, “rental agreement” means only an oral agreement, which is usually for a *periodic tenancy* (a tenancy with no set ending date, typically running from month to month until either the landlord or tenant chooses to end it.) A “lease” (or “lease agreement”), on the other hand, almost always means a written agreement between landlord and tenant. The “lease” is the written agreement itself, which normally specifies the ending date of the rental agreement, when the tenant must move out if the lease has not been extended, renewed, or transformed into a month-to-month tenancy by operation of the terms of the agreement contained in the lease. Some state laws specify that any rental agreement with a set ending date must be in writing, i.e. must be a “lease.”

There is often a distinction drawn between “renting” and “leasing” a dwelling unit. “Renting” means first and foremost that the tenancy is *periodic* in nature. Secondly, the agreement is probably oral (but may be written). Contrastingly, whenever the term “leasing” is used, the tenant and landlord have a written agreement, which probably contains a set ending date.

This all makes sense if you read and think about it carefully. Fortunately, it is not vital to your happiness (at least, not if you are a tenant- most landlords are advised to know the difference!) that you remember or even thoroughly comprehend the difference between the two terms. We have simply explained the difference so that when, in your continued reading, you ask yourself the question, “Why do they say ‘rental agreement’ here, and ‘lease’ there?” you will know there is a technical reason for the distinction.

Happily, the rest of the definitions are not nearly as challenging. Let this knowledge sustain you as you continue your reading!

- ▶ **Abandon/Abandonment:** The tenant's remedy of moving out of a rental unit that is uninhabitable and that the landlord has not repaired within a reasonable time after receiving notice of the defects from the tenant.
- ▶ **Appeal:** A request to a higher court to review a lower court's decision in a lawsuit.
- ▶ **Arbitration:** Using a neutral third person to resolve a dispute instead of going to court. It is possible that arbitration may be a term of your lease. Unless the parties have agreed otherwise, the parties must follow the arbitrator's decision.
- ▶ **Arbitrator:** A neutral third person, agreed to by the parties to a dispute, who hears and decides the dispute. An arbitrator is not a judge, but the parties must follow the arbitrator's

decision (the decision is said to be “binding” on the parties). *Mediation* (see the definition, further down) is non-binding arbitration for the sake of trying to come to a reasonable agreement prior to going to court. In normal usage, *arbitration* is binding, while *mediation* is not.

- ▶ **Assign/Assignment:** An agreement between the original tenant and a new tenant by which the new tenant takes over the lease of a rental unit and becomes responsible to the landlord for everything that the original tenant was responsible for. The original tenant is still responsible to the landlord if the new tenant doesn’t live up to the lease obligations. (Compare to *sublease*.) Legal definitions of *assignment* and associated rules vary from state to state.
- ▶ **Damages:** Money claimed by, or ordered to be paid to, a person as compensation for loss or injury. It may mean the amount claimed by the landlord from the tenant’s security deposit based on the damages the landlord has incurred by reason of the tenant’s failure to comply with the obligations imposed under the lease and/or landlord-tenant law. Or it may mean the monetary compensation that a person wins in a lawsuit, such as the value of lost rent or the cost of repairing property damage to a landlord, or the value of housing or utility services not provided to a tenant.
- ▶ **Default:** A tenant’s failure to do something that the agreement or law requires the tenant to do, for example, the tenant’s failure to pay rent when due. A tenant who fails to pay all of the rent that is due is in default of this obligation.
- ▶ **Default Judgment:** A judgment issued by the court, without a hearing, after the tenant has failed to file a response to the landlord’s complaint.
- ▶ **Discrimination in renting:** Discrimination in renting includes but is not limited to the following practices: denying a person housing, telling a person that housing is not available when the housing is actually available at that time, providing housing under inferior terms, harassing a person in connection with housing accommodations, providing segregated housing because of a person’s race, color, religion, sex, sexual orientation, national origin, ancestry, source of income, age, disability, marital status, or whether there are children under the age of 18 in the person’s household. Discrimination also can be a refusal to make reasonable accommodation for a person with a disability. Some of the above-listed categories of discrimination may or may not be applicable in various states, and landlords that live on the premises of very small apartment buildings may be exempt from discrimination rules. Check your local laws or call your local housing authority or attorney general for more information.
- ▶ **Dwelling Unit, Property or Premises:** The place that is rented or leased.
- ▶ **Escrow account:** A bank account into which a tenant deposits withheld rent, to be withdrawn only when the landlord has corrected uninhabitable conditions in the rental unit or when the tenant is ordered by a court to pay withheld rent to the landlord.

- ▶ **Eviction:** A court-administered proceeding for removing a tenant from a rental unit because the tenant has violated the rental or lease agreement or did not comply with a notice ending the tenancy (sometimes called an “unlawful detainer” or “ejectment” lawsuit- terminology varies from state to state).
- ▶ **Eviction Notice:** A notice that the landlord serves on the tenant when the tenant has violated the lease or rental agreement. The notice usually instructs the tenant to either leave the rental unit or comply with the lease or rental agreement (for example, by paying past-due rent) within a stated time period. The length of the required time period is often mandated by state law.
- ▶ **Guest/Visitor:** A person who does not have the rights of a tenant, due to his/her presence not being contemplated by the rental or lease agreement. A guest whose permission to be on the property is revoked becomes a trespasser if they refuse to leave.
- ▶ **Habitable:** A rental unit that is fit for human beings to live in. A rental unit that substantially complies with building and safety code standards that materially affect tenants’ health and safety is said to be “habitable.” See, *uninhabitable* and *implied warranty of habitability*.
- ▶ **Holding Deposit:** A deposit that a tenant gives to a landlord to hold a rental unit until the tenant pays the first month’s rent and the security deposit.
- ▶ **Implied Warranty of Habitability:** A legal rule that requires landlords to maintain their rental units in a condition fit for human beings to live in. In addition, a rental unit must substantially comply with building and housing code standards that materially affect tenants’ health and safety.
- ▶ **Landlord:** The property owner or his agent, which could include either a licensed property manager or a resident manager. The landlord rents the dwelling unit to another person, the tenant.
- ▶ **Legal Aid Organizations:** Organizations that provide free legal advice, representation, and other legal services in non-criminal cases to economically disadvantaged persons.
- ▶ **Lockout:** When a landlord locks a tenant out of the rental unit with the intent of terminating the tenancy. Lockouts, and other “self-help” eviction remedies, are illegal in most states.
- ▶ **Mediation:** A process in which a neutral third person meets with the parties to a dispute in order to assist them in formulating a voluntary solution to the dispute. Mediation is non-binding. The goal of mediation is to reach a fair decision upon which both parties can agree. However, no party is obligated to reach agreement.
- ▶ **Negligence:** In layman’s terms, a person’s carelessness (that is, failure to use ordinary or reasonable care) that results in injury to another person or damage to another person’s

property. *Negligence* is a legal term with legal implications that may vary to some extent from state to state.

- ▶ **Novation:** Again, in layman’s terms, in an *assignment* situation, a novation is an agreement by the landlord, the original tenant, and the new tenant that makes the new tenant, rather than the original tenant, solely responsible to the landlord. *Novation* is a legal term with legal implications that may vary to some extent from state to state.
- ▶ **Periodic Rental Agreement:** An oral or written rental agreement (a written version will often be called a *periodic lease*) that states the length of time between rent payments -- for example, a week or a month -- but not the total number of weeks or months that the agreement will be in effect.
- ▶ **Property Manager:** An individual who works on behalf of the property owner to rent, manage and safeguard a property.
- ▶ **Rent:** Whether you’re renting or leasing, you have to pay the rent. “The rent” is the money the tenant pays the landlord on a monthly, weekly, or other periodic basis. In return, the landlord allows the tenant the use and possession of the dwelling unit and property, according to the terms of the rental agreement.
- ▶ **Rent Control Ordinances:** Laws in some communities that limit or prohibit rent increases or limit the circumstances in which a tenant can be evicted. Where these ordinances exist, they vary widely in content.
- ▶ **Rent Withholding:** The tenant’s remedy of not paying some or all of the rent if the landlord does not correct defects that make the rental unit uninhabitable within a reasonable time after the landlord receives notice of the defects from the tenant. Often available under state law. Conditions vary.
- ▶ **Rental Application Form:** A form that a landlord may ask a tenant to fill out prior to renting that requests information about the tenant, such as the tenant’s address, telephone number, employment history, credit references, and the like.
- ▶ **Rental Period:** The “rental period” is the length of time between required rental payments. If you must pay rent every month, the “rental period” is one month. If you must pay rent every week, the “rental period” is one week.
- ▶ **Renters Insurance:** Insurance protecting the tenant against property losses, such as losses from theft or fire. This insurance may also protect the tenant against liability for claims or lawsuits filed by the landlord or by others alleging that the tenant negligently injured another person or property. The terms of Renters Insurance policies vary so be sure to learn the details. Policies protecting against liability will be more expensive than those that only protect a tenant’s property.



- ▶ **“Repair and Deduct” Remedy:** Generally, the tenant’s remedy of deducting from future rent the amount necessary to repair defects covered by the implied warranty of habitability. Not available in all states, or under all circumstances.
- ▶ **Resident Manager:** An individual who resides on the property and manages it on behalf of the property owner or the licensed property manager.
- ▶ **Retaliatory Eviction or Action:** An act by a landlord, such as raising a tenant’s rent, seeking to evict a tenant, or otherwise punishing a tenant because the tenant has asserted certain rights/remedies or contacted authorities to report violations of law by the landlord.
- ▶ **Security Deposit:** Payment to a landlord or property manager by a tenant to ensure that the tenant will pay the rent due and will maintain the property and will not damage it. Security deposits are held in trust by the owner or manager until the tenant moves out and are then returned or applied to pay for damages and/or delinquent rent with an accounting to the tenant.
- ▶ **Sublease:** A separate rental agreement between the original tenant and a new tenant to whom the original tenant rents all or part of the rental unit. The new tenant is called a “subtenant.” The agreement between the original tenant and the landlord remains in force, and the original tenant continues to be responsible for paying the rent to the landlord and for other tenant obligations. (Compare to assignment.) Leases will often contain provisions disallowing subleases except under certain situations. State law regarding subleases varies from state to state.
- ▶ **Subpoena:** An order from the court that requires the recipient to appear as a witness or provide evidence in a court proceeding.
- ▶ **Subtenant:** See sublease.
- ▶ **Tenancy:** The tenant’s exclusive right, created by a rental agreement between the landlord and the tenant, to use and possess the landlord’s rental unit.
- ▶ **Tenant:** Any of the people who rent the dwelling. The tenant obtains the right to the exclusive use and possession of the rental unit during the lease or rental period.
- ▶ **Uninhabitable:** A rental unit which has such serious problems or defects that the tenant’s health or safety is affected. A rental unit may be uninhabitable if it is not fit for human beings to live in, or if it fails to substantially comply with building and safety code standards that materially affect tenants’ health and safety. (Compare to habitable.)
- ▶ **Unlawful Detainer Lawsuit / Forcible Entry and Detainer Lawsuit:** A lawsuit that a landlord must file and win before he or she can evict a tenant (known more simply as an “eviction” lawsuit). The specific terminology varies from state to state.

- ▶ **U.S. Department of Housing and Urban Development:** The federal agency that enforces the federal fair housing law, which prohibits discrimination based on sex, race, religion, national or ethnic origin, familial status, or mental handicap.
- ▶ **Waive:** To sign a written document (a “waiver”) giving up a right, claim, privilege, etc. In order for a waiver to be effective, the person giving the waiver must do so knowingly, and must know the right, claim, privilege, etc., that he or she is giving up. “Waive” is a legal term with legal implications defined by state law.
- ▶ **Writ of possession (or similar document):** A document issued by the court after the landlord wins an unlawful detainer or eviction lawsuit. The writ of possession is served on the tenant by the sheriff or other law enforcement personnel. The writ informs the tenant that the tenant must leave the rental unit by the end of a given time period, or the sheriff will forcibly remove the tenant. Terminology and participating law enforcement officials vary from state to state.

## **I. THE RENTAL OR LEASE AGREEMENT**

### **A. Before the Agreement:**

There are several steps that both landlords and tenants can take prior to the lease or rental agreement. These steps can be an important part of ensuring that the landlord-tenant relationship will be free from problems.

#### **1. For the tenant:**

Depending on how much time a potential tenant has available to look into potential new dwellings, many problems can be avoided if one investigates a few matters before agreeing to rent, putting down a deposit, or signing a lease. Look over the outside of the building. Are the stairs, outside walls, roof, sidewalks, and grounds around it in good shape? Do the buildings need to be painted? Do the apartments have enough parking spaces? If there is a laundry room for all of the residents, look it over. Inspect the swimming pool. These and similar observations are the most important things to do to avoid hassles with a rental house or apartment and to start off on the right foot.

Find out what the neighbors are like and what they say about the landlord. Ask whether they ever had something that needed to be repaired by the landlord. Was it fixed quickly? Have they ever had any disputes with the landlord? Do they have roaches? Has anyone in the area had any problem with vandalism, burglaries, rape, muggings, or other crimes? What is the area like at night? Are the grounds well lit?

Never sign a lease or even put a deposit down on an apartment or house until seeing the exact place you will be renting. Some apartment complexes will show a model apartment. Often, the apartment a tenant actually gets will not be as nice as the model. When inspecting the potential rental property, look it over carefully. Make sure the place does not smell bad. This could signal mildew caused by roof or plumbing leaks. Make sure the stove works. Check the refrigerator. Turn on the dishwasher. Check the garbage disposal. Turn on the water faucets and make sure the hot water works. Flush the toilet. Test the heating and air conditioning units. Open all of the cabinets and drawers in the kitchen and bathroom. Look for signs of insects or rodents. Look carefully at the carpet. Check around the windows. Are there any signs of leaks or water damage? Does the house or apartment have working smoke detectors? Test all of the lights.

Carry a pen and paper. Make a list of anything that is damaged or that needs repair. Take a copy of this list to the landlord and ask to have all the items repaired. Be sure to keep a copy of this list. If the landlord promises to fix the items, get the promise in writing (or better yet, refuse to sign the lease or give a deposit until the items are satisfactorily repaired). Finally, it is wise to check out the landlord before agreeing to rent or put down a deposit. If the city has a tenant association, better business bureau, or consumer protection agency, call and find out if other people have complained

about the landlord, complex, or management company. Ask if the landlord owns any other rental properties. If so, check into those too.

## **2. For the landlord:**

Assuming the landlord maintains a sound, problem-free rental property, the most important thing a landlord can do prior to renting is to avoid renting to a “problem tenant.” A problem tenant is a tenant who damages property, doesn’t pay rent on time (or at all), causes disturbances, conducts criminal activity on the premises, etc. The best way to avoid unwittingly renting to a problem tenant is to check the tenant’s background as thoroughly as possible before agreeing to rent.

While a landlord may not illegally discriminate against tenants (see Section H, below), a landlord may base a decision to refuse to rent to a potential tenant based on the tenant’s history of being a problem tenant. It is common for landlords to ask potential tenants to fill out rental applications, listing previous places where the applicant has rented. The landlord can then phone these previous landlords to ask about the tenant and the circumstances under which the tenant left. This can be important information when trying to determine what type of tenant the applicant will be.

Information on the applicant’s finances and employment situation can also be gathered by use of a rental application. A landlord might think better of renting to a tenant who is on such shaky financial ground that the tenant’s ability to pay rent in a timely manner is questionable. A consent form for the applicant to sign is a usual part of any rental application. The consent agreement represents the applicant’s permission for the landlord to conduct credit and background checks, if desired. Some sources will only give the landlord information on the applicant if they are provided with a copy of the consent agreement.

U.S. Legal Forms offers a comprehensive and affordable “Application for Residential Lease” form for preview and purchase on our website, [www.uslegalforms.com](http://www.uslegalforms.com). After opening our site in your web browser, use the “**Quick Search**” feature to locate the form. Enter the search term “**Residential Lease**” or “**Lease Agreement**” and change the pull-down menu on the right from **Titles** to **Category**, then press the Search button. The search engine will retrieve a variety of lease forms from various states. You will be able to browse the forms and select the form(s) that suits your needs. If you have any trouble navigating our website, our staff will be happy to help locate the form you need if you call (toll free) 1-877-389-0141.

## **B. Importance of a Written Agreement:**

Before a tenant moves in, the landlord and tenant must come to an agreement. It may be verbal or written, but written is best. Without written proof, even two honest people can

later disagree on what was actually said. The written agreement is usually called a “*Rental Agreement*,” a “*Tenant Agreement*,” or “*Lease*.”

**1. The agreement should include at least the following:**

- ▶ The name and address of the person authorized to manage the premises, the name and address of an owner of the premises, or a person authorized to act as an agent of the owner, for the purpose of service of process and receiving notices and demands from the tenant or the owner’s agent
- ▶ The name and address of the tenant(s).
- ▶ How many tenants and pets are to occupy the unit.
- ▶ Who holds the deposit and reasons the deposit or a portion of it may be retained by the landlord.
- ▶ The amount to be paid for rent and deposits.
- ▶ When, where, and how the rent is to be paid.
- ▶ When the rent is considered delinquent and what the penalty will be for late payment.
- ▶ Whether this is a month-to-month tenancy or a lease with a definite contract period.
- ▶ Who pays for utilities and what services are provided.
- ▶ A list of prohibited equipment and/or items.
- ▶ A list of landlord and tenant repair and maintenance duties and who pays for them.
- ▶ Rules or prohibitions regarding subleasing the property or assignment of the lease.
- ▶ A premises condition statement and contents inventory.
- ▶ Disclosure of lead-based paint as applicable for units built prior to 1978 (as required by the federal Environmental Protection Act).
- ▶ Any renewal or termination options.
- ▶ Any additional rules, covenants and regulations in place.

**2. Late charges:**

The lease agreement should always specify what late charges may be assessed for past-due rent. State law sometimes governs what late fee may be assessed, and any amount in the lease agreement greater than that allowed by law will not be enforceable in court. If state law does not address the amount of late fees, the amount charged must still be reasonable. A court is unlikely to enforce an amount that seems unreasonable.

### **3. Resolving disputes:**

A landlord and tenant might agree to mediation or binding arbitration to resolve disputes between them (as an alternative to going to court). If both parties want to mediate or arbitrate disputes, they should include in the rental agreement (or in an addendum to it) specific details of the types of disputes to be resolved in this way and the procedures to be followed.

### **4. Understanding the rental agreement:**

Rental agreements are normally prepared by the landlord or by the landlord's agent. It is very important that tenants make sure they understand all the terms of the agreement. Tenants should ask for an explanation of any section they do not understand, *before* signing the agreement.

#### **a. What to watch out for:**

If rental agreements include provisions that are contrary to law, those provisions will not be enforceable in court. Possible examples of such provisions typically might:

- ▶ Require the tenant or the landlord to waive any legal rights under state law.
- ▶ Permit the landlord to get an "automatic" court judgment against the tenant (a "confession of judgment").
- ▶ Require the tenant to agree to pay the landlord's attorney fees, no matter what the circumstances.
- ▶ Limit the liability of landlords or tenants when either has failed to meet their responsibilities.
- ▶ Make the tenant liable for rent even if the landlord fails to maintain the premises as required by law .
- ▶ Allow the landlord to take the tenant's personal belongings.
- ▶ Allow the landlord come into the dwelling whenever he or she wants.

- ▶ Release of the landlord from liability for accidents due to his or her neglect.
- ▶ Remove the tenant's right to the return of the deposit.
- ▶ Grant of a power of attorney to the landlord by the tenant.

The above examples are a general guide, though they may not all hold true in every state or in every situation. State law often addresses what provisions are and are not allowable in a rental agreement.

To remove illegal wording, draw a line in ink through any such provision. You should of course discuss your objection with the landlord or landlord's agent prior to marking up the lease, in order to reach agreement and avoid confrontation. Both the landlord and tenant should initial the agreement next to each item that has been removed. Illegal provisions in an agreement are not enforceable against the tenant, even if both parties sign.

#### **b. Utilities:**

The rental agreement should state who is responsible for paying which utility bills. In some cases, the landlord pays for heat, electricity and water. Sometimes the tenant is responsible for these bills. If this issue is not addressed in the agreement, the tenant and landlord should work out their own understanding. It is good to put this agreement in writing and have it signed by both parties.

In some states, landlords are permitted to rent residential buildings with a single utility meter, if they comply with all the conditions in the law. The landlord must normally provide prospective tenants with a notice of the total utility cost for the building by month for the most recent calendar year. The landlord must have a fair and equitable method for dividing the utility bill and billing the tenants. The method for apportioning the bill and billing tenants should be put in writing in the lease.

#### **5. Unsigned or undelivered agreements:**

Once the agreement has been carefully reviewed, both parties should sign it. The landlord must give the tenant a copy. If the landlord and the tenant agree to a rental agreement, and the landlord signs and delivers the agreement to the tenant but the tenant doesn't sign it, the legal provisions of the agreement are nonetheless binding if the tenant moves in and begins paying rent. Likewise, if the tenant signs and delivers the agreement to the landlord but the landlord doesn't sign it, the rental agreement is binding if the landlord accepts payment of rent without reservation from the tenant.

### **C. What is a Lease?**

A lease is a rental agreement that specifies how long the tenant will stay in the property. If landlord and tenant agree to a lease, the landlord cannot raise the rent or evict the tenant during the period of the lease, unless the tenant breaks the terms of the lease or the lease agreement provides for the increases. If the tenant decides to move during the term of the lease, the tenant is usually still responsible for the rent for the rest of the lease period (unless the lease provides otherwise or allows subleasing). There may be times, however, when the tenant may quit the lease and not be responsible for the rent for the remainder of the lease. See section II. "Living in a Rental Property," below.

U.S. Legal Forms offers a comprehensive, affordable, and *state specific* "Residential Lease (Rental) Agreement" form for preview and purchase on our website, [www.uslegalforms.com](http://www.uslegalforms.com). *We have crafted a Residential Lease for each state that takes into account each state's differing landlord-tenant laws.* After opening our site in your web browser, use the "**Quick Search**" feature to locate the form. When entering the search term, type in "**Residential Lease**" or "**Lease Agreement**". Next, select the state you wish search from the pull-down menu. Change the pull-down menu on the right from **Titles** to **Category**, then press the Search button. The search engine will display a variety of lease agreement forms for the state you selected. If you have any trouble navigating our website, our staff will be happy to help locate the form you need if you call (toll free) 1-877-389-0141.

## **D. What is a Security Deposit?**

Many landlords demand a security deposit before a tenant moves in. This deposit protects the landlord from financial loss if the tenant fails to pay the rent, causes damage to the property, or does not clean up properly when he leaves. State law often places a cap on the maximum amount of security deposit allowed and how and when a security deposit must be returned. See section III. D., "Return of the Deposit," below.

Sometimes a landlord asks for a nonrefundable application fee to place a prospective tenant on a waiting list for an apartment. If an application fee covers the landlord's actual, reasonable costs for services performed, such as checking the applicant's credit history, it is probably lawful. However, it is not lawful to charge a fee that becomes the security deposit if the tenant moves in but is forfeited if the tenant decides not to take the unit. At most, such a tenant would be responsible for rent during the time it takes the landlord to find a replacement tenant and for the actual costs of finding one, such as newspaper ads.

### **Where are deposits kept?**

Though state law varies, deposits and prepaid rent often must be deposited by the landlord or the property manager in a trust account, a bank or savings and loan association, or with a licensed escrow agent. A trust account can be any separate savings or checking account labeled "trust account" and used only for deposits and prepaid rents. A receipt should be written whenever the tenant pays a deposit or prepays rent. Landlords are usually required to provide tenants with the terms and conditions under



which prepaid rents or deposits might be withheld by the landlord. In some states, the landlord is required to pay the tenant interest for holding the security deposit.

## **E. Get a Written Inspection Report**

An inspection report describes the condition of the property when the tenant moves in. It generally has two parts:

- (1) A “premises condition statement” describing the condition of the unit, and
- (2) A “contents inventory” itemizing any furnishings and describing their condition.

The inspection report is not ordinarily required by law, but if a landlord or tenant requests it, one should be prepared. Many landlords and tenants find that an inspection report helps to protect their interests. Tenants, for example, can use it to prove that they were not responsible for damages that existed before they moved in. Landlords can also use it to establish when damage occurred. To complete the inspection report, the landlord and the tenant should go through the premises together, writing down any damages, such as scratches or burns. Both should sign and date the report and attach a copy to the rental agreement. The landlord can require that the tenant sign the report as a condition of renting the property. Before requiring the tenant’s signature on an inspection report, however, the landlord should advise the tenant that the signed report can later be used by the landlord to determine whether or not to refund any deposits and to compute the recovery of other damages to which the parties may be entitled. The landlord and tenant should then make another list showing which damages the landlord has agreed to repair or change and the date that the work should be completed. A common time limit is ten days. The list should be signed and dated by the landlord before the tenant moves in, then signed and dated by the tenant when the work has been completed. Again, everyone should keep a copy.

If a landlord refuses to make an inspection report, it is a good time to consider looking for another landlord. Finding another place to live *before* a conflict arises is much easier than trying to settle disagreements over money and damages when the tenancy ends.

## **F. Living by the Landlord’s Rules:**

Nearly every landlord has rules that tenants must live by. The law often requires that the landlord show the tenant the rules and regulations before the tenant enters into the rental agreement and that a copy of the rules be prominently posted on the premises where it can be seen by everyone living there. House rules or apartment regulations may be printed on the lease form or displayed. Before you sign the lease, ask for a copy of any rules. If the rules have not been written down, ask the landlord to write them down and to sign and date the document. Having written rules will make it much less likely that the landlord will change the rules in the middle of your lease. These rules should include homeowner association or community association rules or covenants. Tenants should

read the rules carefully, and if they believe that they cannot live by the landlord's rules, they should not rent the unit. The rules must be reasonable, must apply to all tenants equally, and must be clearly defined. The landlord cannot make rules that allow him to avoid his obligations. Once the tenant has seen the rules and moved in, the tenant has agreed to abide by those rules. Failure to do so could lead to eviction.

If the tenant has a lease, the rules may *not* be changed during the term of the lease, if the changes would substantially modify the lease agreement. For example, the landlord cannot decide during the term of a lease that he will no longer allow pets on the premises. If the tenancy is month-to-month, the landlord may make such changes, but usually only after giving the tenant written notice at least 30 days before the rental due date when the rule changes will take effect. Tenants who do not wish to accept the rule changes may give a written notice before the rental due date and move out. The exact time periods required in these notices vary from state to state.

## **G. If Circumstances Change**

Once the tenant and the landlord make a rental agreement, the tenant may not have the right to get back the full deposit or prepaid rent if he or she decides not to move in. If the tenant refuses to move in because the landlord misrepresented the condition of the unit, the tenant may owe nothing, and may be entitled to a full refund of the deposit and prepaid rent. If the premises are not ready on the first day of the rental term per the rental agreement or the landlord refuses to allow the tenants to move in, the tenants may cancel the agreement, or they may ask a court to order the landlord to live up to the agreement.

## **H. When is Discrimination Illegal?**

It is illegal under both state and federal law for landlords to refuse to rent to someone because of sex, race, religion, national origin, color, physical or mental disability, or pregnancy. A landlord may not even make an inquiry regarding the tenant's status in any of these areas. It is also illegal under the law of most states to refuse to rent to someone because of marital status or change in marital status. It is a violation of federal law to refuse to rent on the basis of a disabling disease which is not readily communicable, such as cancer or AIDS, or because a tenant has children. Federal fair housing laws may not apply to single-family homes or two-, three- or four-family structures where the owner occupies one unit. Most state's laws, however, typically apply to all residential rental units.

Each landlord may choose whether he or she wishes to rent to smokers. Neither state nor federal law makes smokers a protected class. It is unlikely that a landlord will openly refuse to rent to someone for an illegal reason. Frequently, a tenant may suspect there is an illegal reason behind some seemingly legal landlord practices. The following are some indications that a landlord may be practicing discrimination:

- ▶ The apartment the tenant called about is suddenly "already taken" when the landlord sees the tenant.

- ▶ A unit the landlord said was rented remains vacant.
- ▶ The rent or deposit quoted is much higher than advertised or charged for similar units.
- ▶ Rules are different for one tenant than for others in the same apartment building.
- ▶ A real estate broker or agent does not refer a tenant to a rental listing that fits his needs.
- ▶ An advertisement indicates a preference for a certain race, color, religion, sex, age, or national origin.

## II. LIVING IN A RENTAL PROPERTY

### A. The Landlord's Responsibilities:

State law typically requires that the landlord or his agent must:

- ▶ Give the tenant a copy of any written rental agreement.
- ▶ Abide by the lawful terms of the agreement.
- ▶ Keep the tenant informed of any change in the landlord's or his agent's address.
- ▶ Make sure the premises are ready for the tenant when the rental agreement takes effect.
- ▶ Ensure that the tenant's enjoyment of the premises is not disturbed.
- ▶ Maintain a fit premises (see next section titled "Property Maintenance").
- ▶ Give adequate notice of a rent increase.
- ▶ Give the required notice before demanding that a tenant move out.
- ▶ Return the tenant's security deposit and/or prepaid rent when the tenant moves out and/or give a complete written accounting of money held for accrued rent, damages and the cost of repair within the time limit required by law.

Typical duties of the landlord under the law of many states include:

- ▶ Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- ▶ Keep all common areas of the premises in a clean and safe condition.
- ▶ Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.
- ▶ Provide and maintain appropriate receptacles and conveniences for the removal of garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- ▶ Supply running water and reasonable amounts of hot water and heat at all times.
- ▶ Provide and maintain locks and furnish keys reasonably adequate to ensure safety to the tenant's person and property.

- ▶ Provide smoke detection devices.

Examples of typical property maintenance duties which may fall under a state's statutory provisions include the landlord's duty to maintain:

- ▶ Doors, windows, roof, floors, walls and ceilings, ensuring that they do not leak or have holes.
- ▶ Plumbing that works, does not leak, and provides hot and cold water at reasonable water pressure.
- ▶ A working, safe stove and oven.
- ▶ A reliable heating system which provides adequate heat to all rooms.
- ▶ A safe electrical wiring system (with no loose or exposed wires, sockets that do not spark and adequate circuit breakers).
- ▶ Windows or fans that provide fresh air.
- ▶ Enough garbage cans or dumpsters to provide an adequate and safe trash removal service.
- ▶ Extermination service if roaches, rats, mice or other pests infest the building, apartment or property.
- ▶ Proper maintenance of any vacuum cleaners, washing machines, dishwashers, etc., supplied by the landlord (when not abused or broken by the tenant).
- ▶ Properly working smoke detectors (tenant is normally responsible for upkeep of the batteries).

## **B. Tenant Remedies:**

If the landlord does not meet his or her responsibilities, then state law typically provides remedies for the tenant. The remedies available usually depend on the type of noncompliance by the landlord.

### **1. Remedies for landlord's noncompliance in general**

- ▶ The tenant may move out. If there is material noncompliance by the landlord with the rental agreement or a noncompliance with state law which materially affect health and safety, state law may allow the tenant to move. The tenant must normally first give the landlord written notice describing the problem and stating that if the problem is not fixed in a number of days from receipt of the notice, the tenant will move out.

If the problem is remedied within the deadline, the tenancy does not terminate. If the tenant still wants to move, a normal notice must be given.

If the tenant notifies the landlord in writing of a problem and the landlord remedies it within the time allowed, but allows substantially the same problem to occur again within the near future (state laws vary), the tenant may sometimes terminate the agreement with a written notice without allowing the landlord an opportunity to fix the problem. The notice must specify the problem and the date of termination of the tenancy.

If the rental agreement is terminated, the landlord must usually return all prepaid rent or security deposits recoverable by the tenant. Tenants may not terminate a rental agreement for problems they themselves have caused.

- ▶ The tenant may obtain damages or injunctive relief. State law may allow a tenant to sue in court for damages or obtain injunctive relief for any noncompliance by the landlord with the rental agreement or for certain violations of the lease and/or state law. If planning to sue, the tenant should see an attorney.

## **2. Remedies for landlord's failure to supply essential services**

If the landlord deliberately or negligently fails to supply an essential service such as heat, water, sewer, electricity or plumbing, state law may allow the tenant to employ additional alternative remedies. Prior to utilizing one of these remedies, a tenant must give the landlord a written notice stating the problem and the remedy the tenant plans to take. Remedies representative of the law in many states include the following. You should consult a local attorney prior to taking any measure hostile to the landlord.

- ▶ The tenant may make repairs and deduct the cost from rent. Once written notice is given to the landlord stating that the tenant plans to do so, the tenant may get the problem fixed and deduct the actual and reasonable expenses from the next month's rent. The tenant should retain receipts for all costs and submit them to the landlord for rent credit.

- ▶ The tenant may procure reasonable substitute housing. The tenant can give the landlord written notice that he or she is moving into reasonable substitute housing. The tenant is then excused from paying rent until the problem is cured. If the tenant has to pay more than his or her regular rent to secure housing during this time, the tenant can charge the landlord for the difference.

- ▶ The tenant may obtain damages. In some cases, when the problem is really serious, it may reduce the value of the dwelling. If this happens, the tenant may sue, or in an action by the landlord for possession or rent, the tenant may counterclaim to recover damages against the landlord based on the diminution in the fair rental value of the dwelling.

### **3. Housing codes**

The primary purpose of housing codes is to protect the health and safety of the people who live in houses and apartments. A minimum standard of maintenance is set, making the landlord (not the tenant) responsible for keeping rental property in decent shape. State law usually (call a lawyer if in doubt) protects tenants who exercise their rights to report code violations. If they call to complain and ask for an inspection, the landlord cannot take revenge by harassing them (i.e. threatening eviction). Many communities have local housing codes.

## **C. Tenant Responsibilities**

State law typically requires that tenants:

- ▶ Shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premises permits.
- ▶ Shall dispose of all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner.
- ▶ Shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- ▶ Shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, kitchen, and other facilities and appliances including elevators in the premises.
- ▶ May not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so.
- ▶ May not unreasonably disturb, or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises.
- ▶ Shall maintain smoke detection devices as required.
- ▶ May not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed. In an emergency the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change.

To comply with the Landlord and Tenant Act and the rental agreement a tenant should do the following:

- ▶ Abide by the lawful terms of the rental agreement and the reasonable rules established by the landlord.
- ▶ Be considerate of other tenants.
- ▶ Keep the premises clean and safe.
- ▶ Remove snow and ice from leased premises (this does not include the common areas).
- ▶ Dispose of garbage and other waste in a clean and safe manner.
- ▶ Prevent damage to the premises.
- ▶ Replace or repair anything destroyed or damaged by accident or carelessness on the part of the tenant or the tenant's guests.
- ▶ Make sure the unit's smoke detectors are working by testing them periodically and changing the batteries as needed.
- ▶ Give adequate notice before moving.
- ▶ Move out when the rental agreement ends (if agreement is not extended or renewed).
- ▶ Clear the premises of possessions when moving out.
- ▶ Pay the rent on time.

The tenant must pay the rent each month as it becomes due. The landlord is not required to ask the tenant each month for the rent. The place for payment should be agreed on in the lease. If the tenant rents monthly, the rent is due every month on the day of the month that the tenancy began, unless otherwise agreed. Thus, if the tenant moves in on the 8th, the rent is due on or before the 8th of every month, unless both parties agree to another rental due date, which is typically the 1st of the month.

#### **D. Landlord Remedies:**

If tenants do not meet their responsibilities, the landlord can terminate the rental agreement by written notice and require that the tenants move. The written notice must be specific about the problem in question. (*See: Eviction.*)

If the tenants are notified of a problem and remedy the problem within the time allowed, but the problem occurs again within the near future (state law varies), the landlord may terminate the rental agreement using "short" notice (for example, three- or five-day written notice, depending on the type of problem and applicable state law). If this occurs



the landlord normally does not need to give the tenant an opportunity to fix the problem. The notice must specify the problem and the date of termination.

A lawsuit to evict a tenant is usually called a “Forcible Entry and Detainer Action”, or “FED”. A landlord who evicts a tenant should probably contact an attorney for advice or representation.

## **E. If the Landlord Needs To Get In**

A landlord usually needs the tenant’s permission to enter the premises, but in many states, he or she can enter without permission if:

- ▶ It is not possible to contact the tenant by ordinary means.
- ▶ The tenant has been gone from the property more than seven days without notice.
- ▶ There is an emergency (such as smoke, water, or explosion).

A landlord may enter the premises only to:

- ▶ Make repairs or perform maintenance.
- ▶ Supply necessary or agreed services.
- ▶ Inspect for damages.
- ▶ Show the premises to prospective buyers, renters, or contractors.
- ▶ Remove personal property belonging to the landlord that is not covered under the rental agreement.

In these situations, the landlord (in most states) must give the tenant 24 hours notice. He must say what time he is coming and try to pick a time that is mutually convenient. The landlord may enter for these reasons only with the tenant’s consent and only at reasonable times. Tenants **CANNOT** unreasonably refuse to allow the landlord to enter. If the tenant does so, the landlord can get a court order, or injunction, requiring that the tenant let him in. In many states the landlord may also sue for actual damages or one month’s rent, whichever is greater, or terminate the tenancy. The landlord **CANNOT** abuse the right to request entry, or use it to harass tenants.

When a landlord abuses his or her right to enter by coming in without the tenant’s permission, or entering repeatedly without need, the tenant can ask a court for an injunction ordering the landlord to stop. In most states, the tenant may also sue for actual damages or one month’s rent, whichever is greater, plus court costs and attorney fees. If the tenant wishes to move because the landlord has abused the access privilege, a written notice from tenant to landlord is required.

## **F. Alterations**

A landlord should make clear to the tenant either in the written lease agreement (if there is one) or by oral understanding, that alterations are not allowed without permission. Anything more than hanging a picture on the wall normally falls into the category of “alterations.” Typical alterations include installation of various permanent fixtures such as shower or bath installations, sinks, ceiling fans, new flooring, new paint, new wiring, built-in shelving or cabinets, etc. The legal problem associated with such alterations is that they are all essentially “fixtures.”

“Fixture” is a legal term. Its definition varies from state to state, but can generally be described as a piece of personal property permanently affixed to a building in such a way that damage would result if the fixture were removed. A fixture becomes part of the “real property” (the building) to which it is attached, and therefore the property of the landlord! Even if the lease or oral agreement does not cover the subject of alterations, a tenant shouldn’t install fixtures or make other alterations without first discussing it with the landlord, because the tenant might unwittingly be “giving away” free equipment to the landlord. It is possible that an agreement can be worked out between tenant and landlord, perhaps for proportionally lowering of the rent for a month in which the tenant makes improvements to the property. On the other hand, the landlord may not want any alterations to the property. Ask before you act!

## **G. Locks**

Tenants can insist that the landlord maintain or replace the locks if the residence is not secure. Tenants may want to add an extra lock on their own to increase security. With the landlord’s permission, a tenant may add locks that can be used from the inside, such as chain bolts. If the tenant makes holes in the door or frame, he or she must leave the lock in place when moving out.

Neither a landlord nor a tenant may be locked out. If a landlord adds or changes locks, new keys must be given to the tenant right away. Before changing locks, the tenant must generally get the landlord’s written permission. However, in an emergency, when the landlord can’t be contacted first, the tenant can change locks, provided he or she gives a new set of keys to the landlord as soon as possible.

## **H. Occupants and Visitors**

The landlord can limit the number of occupants who live in the house or apartment. This should be clear from the rental agreement. The maximum number should depend on the number of bedrooms and the age of the occupants. State law generally limits occupancy to two or three adults (persons over 18) for each bedroom of the dwelling. The landlord can set different standards, as long as he does not illegally discriminate. For example, if a couple living in a one-bedroom apartment has a baby in the middle of their lease, the

landlord probably cannot require the couple to move to a two-bedroom apartment because this may unfairly penalize them merely because they had a child.

A landlord generally cannot limit visitors as long as they do not disturb other residents or violate some other provision of the lease. However, a tenant should be careful not to have the same visitor spend the night too many times in a row without the landlord's permission, or the landlord may consider the visitor an unauthorized occupant. Certainly, a visitor should not get mail or other deliveries at the premises, as this will surely arouse suspicion. Too many visitors might be incorrectly perceived as illegal drug activity. Although the landlord has the burden to prove a tenant has violated the lease in an eviction case, tenants are wise to avoid these disputes from arising in the first place. Therefore, tenants should consider explaining the situation to the landlord to remove suspicion rather than becoming offended by a landlord's questions and not cooperating.

## **I. Can the Landlord Raise the Rent?**

Unless there is a lease, the landlord is legally entitled to raise the rent by any amount. In most states, the landlord must give the tenant at least 30 days notice before the increase takes effect on a month-to-month tenancy. Tenants then have two choices: they can agree to pay the rent, or they can move out. Legally, a notice of rent increase is probably equivalent to a termination of the rental agreement at the old rate and an offer to rent the same unit at a higher rate. A landlord should, therefore, notify tenants of any rate increase at least 30 days before the increase goes into effect, and tenants who wish to leave rather than accept the increase should give the landlord a written 30-day notice of intent to terminate tenancy. Tenants who receive a housing subsidy or live in a federal or state housing project may have rights in addition to those provided by state law. For example, the U.S. Department of Housing and Urban Development (HUD) may control rent increases in housing where HUD has provided loan or rent guarantees to the owner. If you have questions about HUD rent controls, contact the HUD office, an attorney, or local Legal Services.

## **J. Fire or Casualty Damage:**

If the dwelling is substantially damaged by fire or other casualty (such as an earthquake or a flood), there are a couple of things the tenant can do, depending on the amount of damage to the dwelling. When only a part of the unit is damaged and it is lawful for the tenant to continue to live there, the tenant should move out of the damaged part. The rent can be reduced to an amount that reflects the fair rental value of the undamaged part of the dwelling. If the tenant can no longer live in the place, he or she can move out, notify the landlord, and stop paying rent. The rental agreement and responsibility to pay rent ends when the tenant moves. After the tenant moves, the landlord must return any recoverable deposit and prepaid rent to the tenant. The landlord's insurance is very unlikely to cover damage to or loss of the tenant's personal belongings. For example, if a fire destroys the tenant's personal property within an apartment, especially if the disaster is not the fault of the landlord, Renters Insurance is an inexpensive way to protect your

property from loss or theft. If a tenant has valuable property, obtaining Renters Insurance should be a high priority. Renters Insurance may also protect against personal liability, but this type of coverage would be more expensive.

## **K. Condemned Dwellings**

Buildings inspected and found to be very unsafe may be condemned. The housing inspector will tell the landlord that he or she must repair the problem or be taken to court. When the problems are so serious that the inspector feels that the building is beyond repair, the inspector will order that it be torn down. If the building is condemned, tenants may come home one day and find a sign posted on the building stating that it is unsafe for anyone to live there. Tenants should immediately find out when the inspector and landlord expect them to move. They should also see an attorney before paying any more rent.

## **L. Moving Prior To the End of a Lease:**

When a lease is signed, the tenant is promising to stay for a certain length of time. The tenant personally commits to paying the rent each month, whether or not he or she is occupying the property. Unless the landlord signs a statement permitting it, the tenant **CANNOT** simply have someone else “take over” the rental unit. Generally, there are only two ways a tenant can get out of a lease without breaking the lease:

- ▶ If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with state law materially affecting health and safety, the tenant can move (after giving written notice per state law), unless the landlord corrects the problem quickly, or
- ▶ If the landlord agrees to allow the tenant to sublease the property (see next section). If the tenant decides to move during the term of the lease, the tenant is usually still responsible for the rent for the rest of the lease period, unless the dwelling can be re-rented earlier. The landlord is responsible to make a good faith effort to re-rent the property and may not charge the original tenant rent after the property is re-rented, or for any time during which the landlord does not make a reasonable, good faith effort to rent the property. If the landlord attempts to re-rent the property, the tenant may be responsible for rent while the property is vacant during the term of the lease.

## **M. Subleasing:**

If a rental agreement requires the landlord's consent to sublease, the tenant may obtain one or more persons who are willing to take over the lease. Each prospective occupant must typically make a signed written offer to the landlord containing at least the following information about the person:

- ▶ Name and present address.
- ▶ Occupation, present employment, and name and address of employer.
- ▶ How many people will live in the apartment.
- ▶ Two credit references.
- ▶ Names and addresses of all landlords of the applicant for the past three years.

Once given this information, the landlord has an amount of time specified by state law or the lease agreement to answer the request. No answer within 14 days is usually the same as consent, and the tenant can go ahead and sublease (check your specific state law). The new tenants may be rejected only for certain specific reasons, and the landlord cannot unreasonably prevent subleasing.

If the landlord decides not to allow the sublease, a written basis for the decision must be provided. Some legal reasons are:

- ▶ Insufficient credit standing or financial responsibility.
- ▶ Too many people for the residence.
- ▶ Unwillingness of the new tenant to accept the terms of the rental agreement.
- ▶ The tenant's pets are not acceptable.
- ▶ The tenant's proposed commercial activity.
- ▶ A bad report from a former landlord of the prospective tenant.

In many states, if the landlord refuses the new tenant-applicant, but does not give one of these reasons, the tenant can either go ahead with the sublease or move out. If the choice is to move, the tenant must give a written notice to the landlord 30 days in advance of the rental due date by which the tenant plans to move.

### III. ENDING THE TENANCY

#### A. The Importance of Giving Notice:

Sooner or later, most tenants decide to move on, or the landlord, for some reason, decides that he or she no longer wants to rent the unit. Whether you are the landlord or the tenant, be sure that when this happens your notice to terminate the tenancy is in writing. The notice from the tenant to the landlord must usually include:

- ▶ The address of the premises.
- ▶ The date the tenancy is to end.
- ▶ The signature of the person giving the notice.

The notice from the landlord to the tenant must include the above, plus, the notice must usually contain:

- ▶ An explanation of why the tenancy is being terminated.
- ▶ If applicable, an explanation of any remedial action which the tenant must take in order to avoid termination of the tenancy and the date and time when the corrective action must be completed.
- ▶ A date and time when the tenancy will end and the tenant must be gone.
- ▶ Notice that if the tenant continues to occupy the dwelling after the termination date the landlord may sue to remove the tenant.

#### 1. How much notice is enough?

Though the amount of notice may vary from state to state, the following is a general guide. Check the law of your state for standards applicable to you.

The amount of notice needed to end a rental agreement varies, depending upon whether the rental agreement is week-to-week, month-to-month, or year-to-year. When a tenant with a month-to-month tenancy wants to move, the law requires that he or she give the landlord written notice at least 30 days before the rental due date specified as the termination date in the notice. If the tenant wants to move between rental due dates, the notice must be delivered on or before the rental due date which falls at least 30 days before the move-out date. For example, if rent is due the 8th of each month and the tenant wants to move on April 8th, written notice must be delivered to the landlord by March 8th. If the same tenant wishes to move on April 21st, notice would still have to be delivered by March 8th, or there would not be a full tenancy month's notice. The tenant could then end up paying an extra month's rent. If the same landlord wants the same tenant to move out by April 30th, notice would

have to be delivered to the tenant before March 8th. If the landlord does not deliver notice until March 9th, the tenant will not have to move until May 8th, when he or she has had a full tenancy month's notice. Tenants in a month-to-month tenancy who do not give proper notice are responsible for rent for one rental period or until the unit is re-rented, whichever is less. (This does not include tenants who are moving because of serious problems that the landlord has not fixed.) Tenants who do not give proper notice may also experience a delay in getting back their deposit. (See: "Deposit Return.")

Tenants who wish to terminate a week-to-week tenancy must give the landlord written notice at least 14 days before the termination date specified in the notice. For example, a week-to-week tenant wishing to move on July 26th must give notice by July 12th.

## **2. Don't give notice lightly:**

When a landlord accepts a moving notice, but a tenant fails to move out by the date specified in the notice, the landlord may sue for eviction. If the tenant stays beyond the specified move-out date willfully and not in good faith the landlord may also sue for damages. If a landlord sells the property while tenants are residing there, the new owner must also give proper notice if they want to terminate tenancy. Of course, it is possible that the landlord and tenant can work out an arrangement to re-rent the premises, but if the landlord has already rented it to someone else following the move-out date, this solution will be impossible.

## **3. How to properly deliver notice:**

The method in which notice is delivered is very important. State law usually defines the proper procedure. The following is a general guide, but consult your state's law for specifics.

A landlord's notice to quit to a tenant must either be delivered personally, or by registered or certified mail. If notice is mailed, a landlord should send the notice to the address of the premises rented by the tenants. If the landlord is not able to serve notice by one of the two methods listed above, the landlord then has two options. The notice may be given to any adult who appears to live with the tenants, or the notice may be posted in plain sight on the premises. A tenant may hand deliver or mail a notice to the landlord to the address where rent is paid. However, when notice is delivered, it is important that the landlord or tenant complete and retain a record of service. If the tenant does not move and must be evicted, it is important in court to show that notice was delivered according to law.

## **B. Cleaning Up and Clearing Out:**

A wise tenant will start to clean up well before moving day. Tenants are expected to clean the dwelling unit completely, including the bathtubs, toilets, and all appliances.

Other cleaning responsibilities should be listed in the rental agreement or lease, or in the landlord's posted rules. In general, tenants are expected to keep and leave the place as clean as the condition of the premises permit.

### **C. The Potential for Damages:**

Once the cleaning is complete, the tenant should inspect the premises with the landlord, noting any damages that were not there when the tenant moved in. Both should sign the inspection report and keep a copy. (See: "*Returning the Deposit.*") In most states, tenants cannot be charged for damages caused by "normal wear and tear." Landlords and tenants frequently disagree about what constitutes normal wear and tear, so here are a few guidelines:

- ▶ A family with children or pets will normally wear things out faster than an adult living alone. This type of wear is the landlord's responsibility and must be expected when renting to a family with children or pets.
- ▶ If something cannot be cleaned because of the landlord's acts or negligence, it is the landlord's responsibility. This includes things like walls left dirty because of non-washable paint and stains on the walls resulting from faulty plumbing.
- ▶ Dry cleaning draperies, shampooing carpets, and washing walls are major cleaning tasks that cannot be charged against a tenant's security deposit if the tenant fails to perform these tasks at the termination of the tenancy. A landlord must expect that any property in which people live will need walls, carpets and drapes cleaned before another tenant rents the property. Withholding a tenant's security deposit for such tasks would be holding a tenant responsible for normal wear and tear.
- ▶ Painting the walls, repairing holes in the carpet, and replacing draperies are tenant responsibilities only if such repair or replacement is needed due to tenant negligence. Damage caused by the tenant is the tenant's responsibility, even if it was caused by accident or by the actions of a guest. The landlord may keep enough of the deposit to repair such damage.
- ▶ If the tenant has purposely destroyed the landlord's property (by throwing a rock through the window, writing on the walls, or smashing the furniture, for example), the tenant may be guilty of vandalism and could face criminal penalties in addition to having to pay for the damage.

### **D. Return of the Deposit:**

In most states, if the tenant has given proper notice of moving out, the landlord must provide a written, itemized list of accrued rent and damages with any refund due the tenant within a number of days of the date the tenancy is terminated and possession is delivered by the tenant (laws vary from state to state). If the landlord willfully fails to comply with this requirement, the tenant might be able to recover double or triple the



amount withheld by the landlord, depending on state law. The itemized list may be hand-delivered or mailed to the tenant's last known address. If the landlord does not know the new mailing address of the tenant, but knows or has reason to know how to contact the tenant, the landlord must make a reasonable effort to deliver the notice and refund to the tenant. If the tenant does not give proper notice or abandons the dwelling, the landlord may take some time (state law varies) after the tenancy is terminated or after he or she becomes aware of the abandonment to return the deposit or provide a written notice of accrued rent and damages.

### **If the landlord keeps the deposit:**

When a tenant moves out, he or she has a right to get back the full security deposit if:

- ▶ No damage has been done besides that attributable to normal wear and tear.
- ▶ The rent has been paid.

Otherwise, the landlord has the right to keep all or part of the security deposit to cover these costs. Some landlords try to get around the law by specifying that unless the tenant stays for a certain time period (six months, for example), the tenant automatically forfeits a portion of (or all of) the security deposit. This is unlawful in most states, since most states require that to hold the tenant responsible for rent the landlord must try to re-rent the unit as soon as possible and may only hold the tenant liable for rent during the time the unit is actually empty.

Another unlawful practice is charging a "nonrefundable cleaning fee." A "cleaning fee" is simply another name for a security deposit. If the tenant keeps the unit as clean and safe as the condition of the premises permit, the tenant has fulfilled his or her legal obligation, and the landlord has no cleaning expenses that can properly be charged against the deposit. Under no circumstances may the landlord seize property belonging to the tenant to satisfy rent or to cover damages.

## **E. Termination of Tenancy:**

The term "eviction" is often used to refer to the landlord's action in ending a tenancy and requiring that the tenant move. But, technically speaking, only a court can order the eviction of a tenant if he or she refuses to move. State law generally speaks of the landlord's action as "terminating the tenancy." There are several different sets of circumstances under which a landlord may terminate a tenancy. Depending on state law, some problems can be cured by the tenant, thereby stopping the eviction. Other problems cannot be, or are not allowed to be, cured. In each case, a written notice is required.

### **1. Serving a notice to quit:**

The process of delivering (“serving”) a Notice of Termination are covered under state law. The following provisions are typical of some states. Consult your own state’s law for the specific rules in your state.

Notices of Termination of Tenancy (also called “Notices to Quit”) from the landlord must be served on the tenant by:

- ▶ Delivering the notice in person to the tenant or occupant.
- ▶ Leaving the notice at the dwelling when the tenant is absent from the premises.
- ▶ Sending the notice by registered or certified mail.

A Notice to Quit must:

- ▶ Be in writing.
- ▶ Say why the tenancy is being terminated.
- ▶ Give the date and time when the tenancy will end and the tenant must be gone.
- ▶ Give the tenant the required number of days allowed by law to move out.
- ▶ If the termination is based on a tenant’s breach or violation of the rental agreement and the breach may be corrected by the tenant, the notice must specify what corrective actions the tenant must take to remedy the violation and the date and time when the corrective action must be completed to avoid termination of the tenancy.
- ▶ Give notice that if the tenant continues to occupy the dwelling after the termination date, the landlord may sue to remove the tenant.

Once the tenant receives a Notice to Quit from the landlord, he or she may move at any time during the notice period. The tenant owes rent until the end of the notice period. If a tenant who is served with a Notice to Quit does not wish to move, he or she should not simply refuse to see or speak to the landlord. It is important to take immediate action. To challenge a termination of tenancy, a tenant may want to:

- ▶ Give the landlord a letter explaining why the tenant disagrees with the landlord’s reasons for eviction.
- ▶ Give the letter to the landlord before the notice expires.
- ▶ Consult an attorney.

When the landlord receives this letter, the landlord may choose whether to go to court to enforce eviction or just drop the matter. If the landlord goes to court, a judge will

give both the landlord and the tenant an opportunity to present their case before making a decision.

**2. Termination for late rent:**

A written notice is required to terminate a tenancy when a tenant is behind in rent. The notice must state the correct amount of rent to be paid by the tenant and a deadline for paying it (the number of days the landlord must allow varies from state to state). If the rent is paid before the allowed number of days expire, then the tenancy is not terminated, and the tenant may stay. (If the tenant tries to pay after the deadline, the landlord may refuse to accept the rent and continue with the eviction.) The notice must tell tenants that they have the choice of paying or moving.

If a landlord accepts a partial rent payment after giving a notice of termination for nonpayment, the landlord must either make a new written agreement with the tenant to extend the eviction for a specific period of time or begin the eviction process all over again.

**3. Termination for deliberate infliction of substantial damage to the premises:**

A minimal written notice (the number of days varies from state to state) must be given to terminate a tenancy when the tenant or the tenant's guests have intentionally caused serious damage to the landlord's property (the dollar value of what constitutes "serious" damage varies from state to state). Even if the tenant agrees to repair the damage (and the tenant will be liable for the damage in any event), the landlord may still go through with the eviction.

**4. Termination for illegal activity on the premises:**

If the tenant or a guest of the tenant is engaged in an illegal activity on the premises (such as prostitution, gambling, or illegal drug or alcohol production or sale), the tenant may be evicted upon service of a brief notice (again, the number of days varies from state to state). State law sometimes refers to these types of illegal activities as "nuisances."

**5. Termination for failure to pay utility bills:**

If a utility company discontinues service to the premises due to the tenant's failure to pay the utility bill, the landlord may issue a notice to terminate the tenancy. If the tenant reinstates the service immediately after service of the notice and repays the landlord for any payments made to the utility company, and provided the premises were not somehow damaged due to the lapse in service, the eviction process ends and the tenant can stay. However, in the absence of due care by the tenant, if the same utility service is disconnected again within the near future, the landlord can terminate the tenancy with brief notice, and the tenant has no right to fix to problem. (The notice periods mentioned above vary from state to state.)

## **6. Termination for breach of duties:**

A written notice is required when the landlord wishes to terminate a tenancy because the tenant has breached an important part of the rental agreement or the tenant's responsibilities under the law (such as disturbing other tenants with too much noise or failing to maintain the rental unit, so that the health and safety of others are endangered).

If the problem is corrected before expiration of the notice period, the tenant may stay. However, if the tenant violates the rental agreement in substantially the same way more than once in a (usually) six-month period, the landlord can evict the tenant with a brief notice, and the tenant has no right to fix the problem.

Some types of problems may not be remediable, such as a pattern of behavior by the tenant that has left other tenants frightened for their safety. In such situations, the tenant is obligated to leave by the end of the notice period. Notice is also required when the landlord is terminating a tenancy because the tenant has refused the landlord's reasonable requests to enter the dwelling. (The notice periods mentioned above vary from state to state.)

## **7. Landlord's termination of rental agreement by choice:**

A 30-day written notice is normally required when the landlord wishes to terminate a month-to-month tenancy for general reasons. This notice must be delivered 30 days before the rental due date specified in the notice as the termination date. For example, if a tenant's rent is due on the 15th of the month and the landlord wishes that the tenant move by October 15, the tenant must be given the notice on or before September 15. To terminate a week-to-week tenancy, the landlord must give written notice at least 14 days before the termination date given in the notice. A termination notice may not (without cause) be used to end a lease prior to the end of the lease term.

## **8. Termination for absence or abandonment:**

According to some states' laws and most lease agreements, tenants must notify their landlord every time they plan to be gone for more than seven days. If the tenant plans to be gone only two or three days, then finds he will actually be gone for more than a week, the tenant must notify the landlord as soon as possible. This is to help protect the property from damage such as that caused by freezing pipes. Tenants who willfully fail to give notice of being gone can be sued by their landlord for the actual damages caused by any calamity occurring during their absence. When tenants are gone, the landlord may enter the dwelling only if there is an emergency or with the tenants consent and proper notice. However, if tenants are gone more than a week

without notifying the landlord, the landlord may, at times reasonably necessary, go into the unit for reasonable repairs, inspections, or to show the dwelling.

**a. What qualifies as abandonment?**

The definition varies from state to state. Generally speaking, a landlord may assume the dwelling has been abandoned when the following three elements are met:

- (1) The tenant is behind in rent.
- (2) The tenant has left behind his or her personal belongings in the dwelling, but has been gone for more than seven consecutive days.
- (3) The tenant did not notify the landlord that he or she would be gone for more than seven days.

When a dwelling has been abandoned, the landlord may enter, clean up, and re-rent it. If the landlord makes a good faith effort to re-rent the unit at fair rental value, the former tenant is obligated for rental payment until the end of the following rental period, the end of the lease period (if the agreement is a lease), or until a new tenant moves in, whichever is sooner.

**b. Abandoned belongings:**

If a tenant abandons a dwelling leaving personal belongings behind, the landlord must notify the tenant:

- ▶ Where the property is being held.
- ▶ That the tenant has a period of days (varies state to state) to remove the property.
- ▶ What the landlord intends to do with the property if it is not removed.

Though laws vary from state to state, generally belongings not removed within the specified time may be sold at public sale (property not sold may be disposed of) or disposed of as the landlord sees fit (if it is food or something perishable), or destroyed or otherwise disposed of (such as by charitable donation) when the cost of having a public sale would exceed the value of the items. The landlord must exercise reasonable care over the tenant's belongings and keep them in a safe place, but is not responsible for damage or loss not caused by his or her neglect or deliberate action. If the tenant's property is stored in the dwelling, storage charges may not exceed the rent. If the property is held at a commercial storage company, the landlord may pass the moving and storage costs on to the tenant. If

the tenant does not appear to reclaim the property, a public sale can be held. Rules vary from state to state. The following is only a general example.

To hold a public sale, the landlord should post a written or printed public sale notice in three specific places within five miles of the location of the sale, not less than ten days prior to the sale. One of the notices must be posted at the post office nearest the place of the sale. The law does not specify what should be done with the sale proceeds, but presumably the landlord may apply them to storage costs, the costs of holding the sale, and to any damages (such as unpaid rent) not satisfied by the security deposit. The excess, if any, should be paid to the tenant. A tenant cannot make claims against a landlord who has fairly exercised the landlord's rights regarding abandonment. However, when a landlord deliberately or negligently violates the law governing abandonment, the tenant may sue for damages.

## **F. Problems Involving Foreclosure:**

When a landlord misses mortgage payments on the rental property, tenants may receive demands from the lender that they pay rent to the lender rather than to the landlord. This is because mortgages or deeds of trust often give the lender the right to collect rents if the borrower defaults. But if the landlord continues to demand that the tenant pay him or her, the tenant is placed in a very difficult position. A tenant who pays rent to the party who is not legally entitled to it could end up paying twice. Tenants experiencing conflicting demands should get written proof from the lender that the lender is entitled to collect the rent. They might also try to get an assurance that the lender will defend them against eviction attempts by the landlord.

Tenants who find themselves in this situation may wish to consult an attorney. An arrangement may possibly be reached in which the rent is paid into court or into a special account. The landlord and the lender can then fight it out to determine who is entitled to the rent.

### **1. Notice of Termination after a foreclosure:**

Sometimes, when the rental property has been sold in a foreclosure sale, the new owner (usually the lender) serves a notice to quit on the tenants demanding that they move within a short period of time (such as ten days). The law is not clear in all states on how foreclosure sales affect residential rental agreements. Lenders who take over property have argued that if a lender has given a tenant proper notice of the foreclosure, a foreclosure sale wipes out a tenant's right to stay in the dwelling for the remainder of a written lease and even reduces or eliminates a month-to-month tenant's right to 30 days notice of termination. This is because the law gives the purchaser at a foreclosure sale the right to possession of the property. Some states appear to agree with this position. Absent an agreement with the foreclosure purchaser, the tenant's right to remain is in question. Tenants in this position should consult an attorney.

The amount of notice a foreclosing lender must provide a tenant is unclear. At a minimum, a tenant whose lease or rental agreement is wiped out by foreclosure should be entitled to a reasonable period of time to move. A tenant may have greater protection under HUD regulations than under state law depending upon the situation, the loan, and the building. Also, the tenant who is not provided with a notice with regard to a foreclosure sale probably has a greater right to stay than one who is provided actual notice of the sale. Again, it is wise for tenants in this situation to consult an attorney.

## **2. Subsidized housing:**

If you receive a housing subsidy or live in a federal or state housing project and your building or house is involved in a foreclosure, you may have rights in addition to those provided by state law. Contact your public housing authority for details.

## **G. Retaliation by the Landlord:**

The landlord may not retaliate (in the manner described here) against a tenant because:

- ▶ The tenant complains to the landlord about his failure to perform the landlord's responsibilities.
- ▶ The tenant exercises his legal rights under state law.
- ▶ The tenant organizes or joins a tenant union or similar organizations.
- ▶ The tenant complains to a government agency responsible for enforcement of governmental housing, wage, price or rent controls.

State law typically prohibits such retaliation by the landlord. This means the landlord cannot:

- ▶ Raise the rent.
- ▶ Decrease services (such as shutting off utilities).
- ▶ Start or threaten to start an eviction proceeding against the tenant.

If a tenant feels that illegal retaliation has occurred, the tenant can move out or stay, and in either case, sue for damages. An attorney should always be consulted before taking these steps.

## **1. Lockouts, utility shut-offs and threats:**

A landlord may not coerce a tenant to move by:

- ▶ Shutting off utilities.
- ▶ Changing the locks.
- ▶ Taking the tenant's belongings.
- ▶ Taking possession of the dwelling by force without a court hearing.

These actions are unlawful in almost all states, even if the rental agreement says that the tenant waives notice and eviction procedures, because most states' laws prohibit waiver of a tenant's rights. If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services, the tenant may sue the landlord to regain possession of the premises or terminate the rental agreement. In either case, the tenant may recover damages. Using a charge or threat of criminal trespass against tenants in order to evict them without the benefit of a court hearing is an abuse of the law. Police who participate in such an action may be guilty of official misconduct. In such cases, tenants may sue both the landlord and the police for abusing the law. Tenants subjected to this treatment should see an attorney.

## **2. When it's NOT retaliation:**

An eviction proceeding is not considered illegal retaliation if the landlord (in good faith) acts because:

- ▶ The tenant is behind in rent.
- ▶ The landlord needs the dwelling vacant to make repairs needed to meet code requirements.
- ▶ The tenant is using the place for illegal purposes.
- ▶ The landlord wants to use the place for something other than a residential dwelling for at least six months or for personal purposes.
- ▶ The landlord wishes to substantially remodel or demolish the unit.
- ▶ The property is being sold and the new owner intends it for personal use or intends to substantially remodel, demolish, or change it from rental use for at least six months.

A rent increase is not considered illegal retaliation if the landlord can show, in good faith:

- ▶ A recent sizable increase in taxes or cost of maintaining the property (not including the cost of repairing something because of the tenant's complaint).



- ▶ That similar dwellings are being rented for a higher rate or, if there are no similar dwelling units, the proposed rent does not exceed the fair rental value of the dwelling.
- ▶ That the true costs of major improvements made to the property are being passed on to all tenants fairly and equally.

## **H. When the Tenant Won't Move:**

If the tenant refuses to move at the end of the period specified in the Notice to Quit, the landlord must go to court to evict. The landlord may NOT take over the rental dwelling by force or by locking out the tenant. The court refers to most eviction suits by landlords as “Forcible Entry and Detainer” (F.E.D.) cases, also known as “Unlawful Detainer,” or simply, “eviction” lawsuits. Terminology differs from state to state.

### **1. How F.E.D. cases work:**

Procedures and time limits vary from state to state. Generally, the property owner files his or her claim with the court. The tenant receives a complaint and summons to appear in court. The tenant has a period of time to file an answer to the complaint. At the hearing, the property owner and tenant can raise defenses and counterclaims and will have an opportunity to tell their side of the story to the judge and present evidence. If the judge finds in favor of the tenant, the tenant will be allowed to stay and the property owner may be required to pay the tenant’s attorney fees. If the judge finds in favor of the property owner, the tenant will be served a court order to vacate. The judge will decide how long the tenant has before he or she must be out of the rental unit. If the tenant still does not move, the property owner can get a writ of assistance (or similar order) from the court that will permit the police or sheriff to assist in the eviction. In addition, the tenant may be required to pay the property owner’s attorney fees. Tenants may have a legal defense or claim against the property owner which could prevent an eviction. If they do not want to be evicted, tenants must act quickly and should see an attorney.

## **I. Before You Come To Blows:**

When landlords and tenants disagree, sometimes tempers flare and things are said or done which are totally outside the law. Sometimes the disagreement can be easily resolved if the parties just talk and listen to one another. But if you cannot resolve your disagreement, remember that each party has a legal obligation to act in good faith, which means that all actions must be taken in an honest, reasonable and forthright manner.

### **Follow these suggestions:**

Try to remain calm. Do everything possible to prevent the situation from getting worse. Gather your facts and put them in writing. Pay careful attention to the sections of the law requiring written notices and specifying the number of days

allowed for landlords and tenants to remedy problem situations. Present your position to the other party in writing, clearly stating what you want to change and what you will do if the situation does not change. The rental of dwelling is a business, and as in any business, both parties should conduct themselves in a fair, honest manner.

There are not many agencies that will mediate landlord/tenant disputes, and problems are usually not serious enough to justify hiring a lawyer or going to court. Most landlord and tenant problems can be satisfactorily settled if both parties simply act “in good faith.”

If serious problems arise, it is always advisable to see a lawyer. But first, give the other person a chance to try to work it out with you.

## **J. Conclusion:**

This handbook was created in order to assist you in understanding the basic concepts in the area of landlord-tenant law. Although we could not cover every landlord-tenant situation which may arise, the handbook provides an extensive overview of the essential terms and components necessary to comprehend the duties and responsibilities shared between the landlord and the tenant. As stated in the Introduction, this handbook is not a legal document, and is not intended as a substitute for seeking legal advice from an attorney or other qualified professional. However, our staff is available to assist you in locating the form you need if you call (toll free) 1-877-389-0141. Our office hours are Monday – Friday, 8:00 a.m. – 5:00 p.m. CST. If you prefer, you may e-mail your query to [orders@uslegalforms.com](mailto:orders@uslegalforms.com).

# **APPENDIX**

# **Property Condition Checklist**

## **Sample #1**

**Modify to suit your needs**

# Property Condition Checklist

Note: This checklist is intended for use as a record for the condition of the rental unit.  
This list does not obligate the landlord to make repairs.

| Area/Item                 | Condition Moving IN | Condition Moving OUT |
|---------------------------|---------------------|----------------------|
| <b>Living/Dining Room</b> |                     |                      |
| Paint/Walls               |                     |                      |
| Ceiling                   |                     |                      |
| Carpet/Floors             |                     |                      |
| Windows                   |                     |                      |
| Curtains                  |                     |                      |
| Light Fixtures            |                     |                      |
| Outlets                   |                     |                      |
| Fireplace                 |                     |                      |
| Furniture                 |                     |                      |
|                           |                     |                      |
|                           |                     |                      |
| <b>Kitchen</b>            |                     |                      |
| Refrigerator              |                     |                      |
| Oven                      |                     |                      |
| Burners                   |                     |                      |
| Cabinets                  |                     |                      |
| Paint/Walls               |                     |                      |
| Ceiling                   |                     |                      |
| Floors                    |                     |                      |
| Light Fixtures            |                     |                      |
| Outlets                   |                     |                      |
| Sink/drain                |                     |                      |
| Garbage Disposal          |                     |                      |
| Dishwasher                |                     |                      |
| Counter Surfaces          |                     |                      |
| Fan                       |                     |                      |
| Windows                   |                     |                      |
| Furniture                 |                     |                      |
|                           |                     |                      |
|                           |                     |                      |
| <b>Bedroom 1</b>          |                     |                      |
| Paint/Walls               |                     |                      |
| Ceiling                   |                     |                      |
| Carpet/Floors             |                     |                      |
| Closet                    |                     |                      |
| Light Fixtures            |                     |                      |
| Outlets                   |                     |                      |
| Windows                   |                     |                      |
| Furniture                 |                     |                      |
|                           |                     |                      |
|                           |                     |                      |

| <b>Bedroom 2</b> |  |  |
|------------------|--|--|
| Paint/Walls      |  |  |
| Ceiling          |  |  |
| Carpet/Floors    |  |  |
| Closet           |  |  |
| Light Fixtures   |  |  |
| Outlets          |  |  |
| Windows          |  |  |
| Furniture        |  |  |
|                  |  |  |
|                  |  |  |
| <b>Bedroom 3</b> |  |  |
| Paint/Walls      |  |  |
| Ceiling          |  |  |
| Carpet/Floors    |  |  |
| Closet           |  |  |
| Light Fixtures   |  |  |
| Outlets          |  |  |
| Windows          |  |  |
| Furniture        |  |  |
|                  |  |  |
|                  |  |  |
| <b>Bathroom</b>  |  |  |
| Paint/Walls      |  |  |
| Ceiling          |  |  |
| Bathtub/Shower   |  |  |
| Faucets          |  |  |
| Sink             |  |  |
| Toilet           |  |  |
| Light Fixtures   |  |  |
| Outlets          |  |  |
| Carpets/Floor    |  |  |
| Windows          |  |  |
| Fan              |  |  |
| Cabinets         |  |  |
| Counter Surface  |  |  |
| Other            |  |  |
|                  |  |  |
|                  |  |  |

**Other Comments:** (Unusual odors, condition of outside of dwelling, yard, or any rooms not listed)

\* \* \*

Landlord-Tenant Checklist completed on moving in on \_\_\_\_\_, 20\_\_\_\_,  
and approved by:

Landlord:\_\_\_\_\_ Tenant:\_\_\_\_\_

\* \* \*

Landlord-Tenant Checklist completed on moving out on \_\_\_\_\_, 20\_\_\_\_,  
and approved by:

Landlord:\_\_\_\_\_ Tenant:\_\_\_\_\_

# **Property Condition Checklist**

## **Sample #2**

**Modify to suit your needs**



# PROPERTY CONDITION CHECKLIST

## General Condition of Rental Unit and Premises

Street Address: \_\_\_\_\_

Unit Number: \_\_\_\_\_

| Area/Item                 | Condition on Arrival | Condition on Departure | Cost to Repair/Replace |
|---------------------------|----------------------|------------------------|------------------------|
| <b>LIVING ROOM</b>        |                      |                        |                        |
| Drapes & Window Coverings |                      |                        |                        |
| Fireplace                 |                      |                        |                        |
| Floors & Floor Covering   |                      |                        |                        |
| Front Door & Locks        |                      |                        |                        |
| Light Fixtures            |                      |                        |                        |
| Walls & Ceilings          |                      |                        |                        |
| Windows, Screens & Doors  |                      |                        |                        |
| Other                     |                      |                        |                        |
| Other                     |                      |                        |                        |
| Other                     |                      |                        |                        |

|                          |  |  |  |
|--------------------------|--|--|--|
| <b>KITCHEN</b>           |  |  |  |
| Cabinets                 |  |  |  |
| Counters                 |  |  |  |
| Dishwasher               |  |  |  |
| Floor & Floor Coverings  |  |  |  |
| Garbage Disposal         |  |  |  |
| Light Fixtures           |  |  |  |
| Refrigerator             |  |  |  |
| Sink & Plumbing          |  |  |  |
| Stove/Oven               |  |  |  |
| Walls & Ceilings         |  |  |  |
| Windows, Screens & Doors |  |  |  |
| Other                    |  |  |  |
| Other                    |  |  |  |

|                          |  |  |  |
|--------------------------|--|--|--|
| <b>DINING ROOM</b>       |  |  |  |
| Floors & Floor Coverings |  |  |  |
| Light Fixtures           |  |  |  |
| Walls & Ceilings         |  |  |  |
| Windows, Screens & Doors |  |  |  |
| Other                    |  |  |  |



Tenants acknowledge that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.

Signed acknowledgement:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Use this space to provide any additional explanation:

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

Landlord-Tenant Checklist completed on **moving in** on \_\_\_\_\_, 20\_\_\_\_,  
and approved by:

\_\_\_\_\_  
Landlord/Manager

and

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Landlord-Tenant Checklist completed on **moving out** on \_\_\_\_\_, 20\_\_\_\_,  
and approved by:

\_\_\_\_\_  
Landlord/Manager

and

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant