

## TENANT RIGHTS & RESPONSIBILITIES

Almost everyone rents living space at some time in their life, but not everyone knows their rights and responsibilities as a tenant. What makes it even more confusing is that the law can be changed by the terms of the lease. This is a general explanation of tenant rights and responsibilities in ND.

### MOVING IN

Before putting any money down or signing the lease, inspect the rental property. The landlord is required to provide a statement (or form) describing its current condition. Be sure to note on this statement any existing damage or other problems. This reduces later disputes over damages. Both the tenant and the landlord must sign the completed statement. When the tenant vacates the property, damages not noted on this statement are presumed to have been caused by the tenant.

### SECURITY DEPOSIT

The landlord can require a security deposit of up to one month's rent. If the tenant has a pet, the landlord may charge an additional "pet" deposit. A landlord cannot charge a pet deposit for a service animal, but can require documentation from a medical provider describing the need for the service animal.

The security deposit plus interest, and an itemized list of any deductions, must be returned to the tenant within 30 days of terminating the lease. A landlord is *not* required to pay interest on the security deposit if the period of occupancy was less than nine months.

The landlord can use the security deposit to repair any damages the tenant or the tenant's guests cause to the property, for unpaid rent, or to pay the costs of cleaning the property after the tenant leaves. The landlord cannot withhold money for normal wear and tear to the property. If the property is leased by more than one person, a landlord may hold the full security deposit until the lease terminates, even if one tenant vacates the property before that time.

### RENT

The tenant is responsible for paying the rent in full and on time. If the property is rented with others, each tenant is responsible for the entire amount of rent. If

one person moves out, the remaining tenants are still responsible for paying the full rent and any monthly utility or other bills due under the terms of the lease.

### LATE FEE

A landlord may impose a late fee only if it is a provision in the lease. The lease must state the amount of the late fee and when it is charged.

### MAKING REPAIRS

A tenant should promptly notify the landlord when repairs are needed. The landlord must be given a reasonable amount of time to make the repair. If the landlord does not make a repair, the tenant can take care of it and deduct the expense from the rent, but first should notify the landlord in writing that the tenant intends to make the repairs. A tenant may also sue the landlord for repairs and other expenses in Small Claims Court. As a last resort, the tenant can terminate the lease and move out—but this should be done only if serious repair problems or code violations exist.

### RENT INCREASES

If the tenant has a month-to-month lease, the landlord may raise the rent by any amount by providing written notice at least 30 days in advance. The tenant then can give a 25-day notice to terminate the lease at the end of the month. The tenant can only use this 25-day provision if the landlord changes a provision of the lease. For lease periods longer than a month (such as a 1-year lease), generally the landlord cannot raise the rent until the end of that lease period.

### LANDLORD RESPONSIBILITIES

Landlords are required to comply with housing codes, make repairs to keep the leased property habitable, keep common areas safe and clean, keep the building facilities in safe and working order,

provide garbage containers and garbage removal, and place smoke detectors in each rental unit.

- A landlord may enter the rental property at any time if there is an emergency, or during reasonable hours (by arrangement if possible) to repair, inspect or show the property.
- A landlord may not lock out a tenant, confiscate a tenant's belongings, or cut off the utilities in an attempt to get the tenant to move out.

## TENANT RESPONSIBILITIES

Tenants must comply with housing codes imposed on landlords, keep the unit clean and safe, remove garbage regularly, use the plumbing and other building facilities in a reasonable manner, and make sure they and their guests do not disturb other tenants.

- A tenant can be evicted, *even during the winter months*, for non-payment of rent, disturbing the other tenants "peaceful enjoyment," illegal activity conducted on the property, unreported pets, or too many occupants in violation of the lease.

## MOVING OUT/LEASE RENEWAL

Be sure to read the lease agreement carefully so that you know how long the lease is effective, whether it can be renewed and under what terms (i.e. another year, month-to-month), and how much advance notice you must provide before moving out.

## EVICTION

In order to evict, a landlord must first serve a "Notice of Intention to Evict" (often called a Notice to Quit), giving the tenant three days' advance warning of the landlord's intention to start eviction proceedings. If the tenant does not resolve the problem or voluntarily vacate the property, the landlord's next step is to serve the tenant with a Summons and Complaint (which begins the legal eviction process).

The Summons and Complaint give notice of the date and time of the court hearing, which must be held between 3 and 15 days after the tenant is served. At the hearing, a judge will listen to both sides of the dispute and make a decision. If the judge decides in the landlord's favor, the tenant is evicted that same day unless the tenant claims hardship, in which case the judge may give the tenant up to five days to

vacate the property. A tenant cannot be evicted from public housing on the basis the tenant is a victim of dating/domestic violence, sexual assault or stalking.

## DOMESTIC VIOLENCE

A tenant who is a victim of domestic violence or who fears imminent domestic violence may terminate a lease early, without penalty, provided the tenant gives the landlord advance written notice listing a specific date of termination along with a copy of the domestic violence protective order or other order prohibiting contact.

The tenant is responsible for the full rent for the month in which the lease is terminated and up to one additional month's rent. The tenant is still responsible for any prior unpaid rent or other amounts owed to the landlord. If there are no other tenants, the landlord must return the security deposit to the tenant on the first day of the month after the tenant vacates the property.

Although the landlord cannot disclose to a third party the information provided by a tenant relating to domestic violence, the landlord can use it as evidence in an eviction proceeding or a claim for unpaid rent or damages caused by the tenant.

## LEGAL HELP

The Attorney General and his staff cannot give legal advice to, or mediate disputes for, tenants/landlords. For help settling a dispute, or questions about a lease, tenants can contact Legal Services of North Dakota (LSND) at **800-634-5263**, or an attorney in private practice.

The Small Claims Court provides tenants with a way to resolve disputes without needing an attorney. You can contact the Clerk of District Court in your county to purchase the Small Claims Court packet OR you can download the free packet from the ND Supreme Court's website at **www.ndcourts.gov**.

## HOUSING DISCRIMINATION

Federal and state laws prohibit discrimination based on race, color, national origin, religion, sex, family status, marital status, financial status, or disability.

To file a housing discrimination complaint, contact the ND Department of Labor at **701-328-2660**. ❖