

An individual (called a **tenant**) may agree to rent property from a landlord by agreement. The agreement may be oral or spoken or it may be a written agreement or lease.

### THE LEASE

A written lease is the best option for a rental agreement. Read it carefully before signing it.

It should at least include the following:

- ✓ Rent amount
- ✓ Due date
- ✓ Late payment fees
- ✓ Who pays utilities
- ✓ Other rules the landlord may have

If the landlord promises to make any repairs to the property prior to moving in, you should list those on the lease as well. Everyone, including the landlord and all adults who will occupy the home (adult tenants obligated to pay rent) should read and sign the lease and get a copy of the lease signed by everyone. The same should apply to any changes made at a later date.

### CLEANING FOR RENT

An agreement between the landlord and the tenant for credit against rent in exchange for cleaning the home before moving in should be put in writing, dated and signed by both the landlord and the tenant. Keep this receipt with rental records.

### BEFORE TENANT MOVES IN

A security deposit may be required by the landlord. Questions concerning a security deposit should be discussed and changes written in before signing a lease.

The security deposit is to pay for any damages other than “normal wear and tear” the tenant may cause.

- ✓ Take steps to avoid a dispute later by inspecting the home with the landlord before a deposit and/or rent is paid.

- ✓ Make a list of all damages signed and dated by the landlord and the tenant.
- ✓ Dated photographs of rooms and furnishings inside and outside are useful in the event a dispute develops in the future.
- ✓ If there is an agreement about tenant’s duties, then it should be put in writing and the tenant should read, understand and agree to them.

It should be specified how the deposit will be returned to the tenant when moving out of the home. **Get a receipt for the deposit paid to the landlord at the time the payment is made.** Keep it with a copy of the lease and other important rental records like receipts for rent paid to the landlord.

### WARNINGS

- ✓ Do not sign a lease that has blank spaces.
- ✓ Do not sign a lease that provides for the landlord to keep the tenant’s property.

If a written lease runs out and another lease is not signed, then the date due and amount of rental payments will not change without notice. However, this means that the landlord may evict the tenant for no reason upon following the law.

### UTILITIES

It should be clear who is paying for the utilities (gas, electricity, water and sewer services). The utilities should be in the name of the tenant if the tenant is to pay for the utilities. If the landlord pays the utilities, they may not be cut off without the tenant agreeing to cut the utilities off.

If the tenant is responsible for the utilities then the tenant must discontinue the service and pay what is due for the service provided to the home through the last day the tenant occupies the home.

### LANDLORD ENTERING HOME

The lease may include a notice that states the landlord will give notice when the landlord needs to enter the home. You should insist that the lease say the tenant will be given at least 24 hours advance

notice and that the tenant must agree. The landlord should never enter the home without tenant’s advance permission unless it is an emergency.

### REPAIRS

An agreement between the landlord and the tenant about any repairs to the home should be written in the lease. A good time to address immediate repairs is when the landlord and the tenant inspect the home before signing the lease and moving in.

Put in writing the repairs needed immediately, the date the repairs will be completed and who will make the repairs. If the landlord agrees that the tenant may make repairs in exchange for rent, that should be in writing, dated and signed by the landlord and the tenant.

Copies of receipts for materials and supplies purchased and used to make the repairs as agreed should be given to the landlord by the tenant. Take pictures and date them.

A tenant should not rent a home that is not in a safe and livable condition. The plumbing should work, electrical wiring should be safe, floors and walls should be without holes, and windows and doors weatherproof. If appliances are furnished, in writing, they must be maintained by the landlord.

The tenant should have in writing whether tenant or landlord is responsible for specific repairs. Otherwise, the landlord may not have any obligation to repair, depending upon local housing codes.

The tenant must pay for any unusual or extra damage caused by the tenant or guests of the tenant.

### EMERGENCIES

If the tenant has a broken water pipe or electrical problem call the landlord immediately. Follow up with the landlord by writing the landlord about it and keep a copy of it.

**WITHHOLDING RENT PAYMENT**  
**The tenant cannot withhold a rent payment to get the landlord to make repairs.**

### RENT

The tenant is responsible to pay rent on time. If the tenant does not pay the rent as agreed, the landlord can evict the tenant.

The landlord may raise the tenant’s rent at any time if there is no written lease or agreement. However, the landlord must give an advance notice of a rent increase. If the tenant pays rent once a month the landlord must give the tenant a month’s notice before raising the rent.

**EVICTION** is when the landlord tells the tenant to move out or sends the tenant a written notice to move out of the home.

The tenant who pays rent monthly should be given at least a full month’s notice.

The tenant should not be evicted if there is a written lease and the tenant has paid rent when due, the lease has not ended; and the lease has not been broken by the tenant. However, if there is no written lease between the landlord and the tenant, the landlord can evict the tenant by giving proper notice.

### EXCEPTIONS TO THE GENERAL RULE ON EVICTION NOTICE

- ✓ Failure to pay rent upon demand
- ✓ The tenant is given 14 days notice when the eviction is due to failure to pay monthly rent.
- ✓ Damage to premises beyond normal wear and tear by the tenant and/or guests of the tenant
- ✓ The tenant or other person on the premises with the tenant’s consent commits a violent act or behaves in a manner which threatens the health and safety of persons or property of anyone on the premises

## RIGHT TO CURE DEFAULT

The tenant can pay the rent or repair the damage within 14 days and remain in the home. If the rent is late or damages occur again within 6 months the landlord can give 14 days notice and the tenant will have to move out.

**DETAINDER WARRANT** is a legal document given to the tenant if the tenant does not move out after the landlord gives the tenant the eviction notice.

There will be a court hearing where both the landlord and the tenant tell their sides of the story. The date, time and place for the court hearing will be on the Detainer warrant.

The court date should not be less than 6 days from the time the Detainer warrant is served.

## COURT HEARING

The tenant should go to court even if the tenant has already moved out. At a court hearing the landlord may ask for rent or damages the tenant believes to be incorrect and not owed by tenant.

The tenant should show the judge evidence such as rent receipts, canceled checks, other proof including receipt for repair costs and bring witnesses. The tenant should also show the judge pictures which can prove the way the home looked at the time the tenant moved in and pictures of how it looked when the tenant moved out.

If the judge says the tenant should move out and the tenant does not move out after 10 days, the landlord may go to court and get a **WRIT OF POSSESSION** which means that a sheriff will set the tenant and tenant's things out.

## MOVING OUT PLANS

The tenant should give the landlord written notice and keep a copy for his/her records. If rent is paid once a month, the tenant must give the landlord one month's notice.

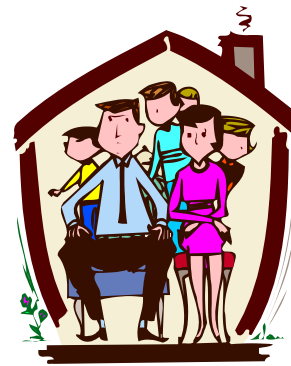
The written notice should include the date the tenant plans to move out. Include a forwarding address in the notice where the landlord can send all or any part of the security deposit due to the tenant after inspection of the home.

Arrange to have the landlord inspect the home for damages before moving out. The tenant should be present for the inspection, if possible, and get a copy of the results from the landlord showing the inspection including any list of damages the landlord claims to be the fault of the tenant. The landlord and the tenant should try to agree on reasonable costs of any repairs due to the fault of tenant.

If the landlord cannot inspect the home when the tenant is there, the tenant should do a personal inspection with a witness and take pictures.

Return the keys to the landlord upon the landlord signing and dating a receipt for the return of the keys.

**Important:** If you live in public or government subsidized housing (Section 8, FHA, public housing) you have additional rights and responsibilities that are not covered in this pamphlet. Contact Legal Aid or HUD for more information if you have problems.



## OFFICE HOURS AND LOCATIONS

Legal Aid of East Tennessee offices are open from 8:30 A.M. to 5:00 P.M. Monday through Friday.

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This pamphlet is intended for general information only. The circumstances of every case are different and need to be dealt with on a case-by-case basis. This is not a substitute for the advice of a lawyer. Also, the law may change and may be different from county to county.

# LANDLORD & TENANT GUIDE: COMMON LAW: YOUR RIGHTS AND DUTIES IN RURAL EAST TENNESSEE COUNTIES



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