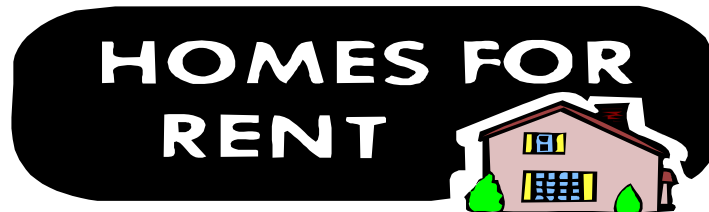


YOUR RIGHTS AS A TENANT UNDER COMMON LAW IN RURAL EAST TENNESSEE COUNTIES



www.laet.org



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Hawkins, Jefferson, Johnson, Knox, Loudon, Marion, McMinn, Meigs, Monroe, Polk,
Rhea, Sequatchie, Sevier, and Unicoi Counties.**

This brochure is only for persons living in Bledsoe, Carter, Cocke, Grainger, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Loudon, Marion, McMinn, Meigs, Monroe, Polk, Rhea, Sequatchie, Sevier, and Unicoi Counties.

It is very important for you as a renter to know your rights and duties. No one else will protect your rights for you. These rights can make a big difference in how you are treated by your landlord. Also, you can be evicted if you don't live up to your duties as a renter.

A pamphlet cannot take the place of legal advice. If you need legal help with a housing problem, you should see a lawyer.

THE LEASE



When you rent a place, a spoken agreement with your landlord may be as legal as a written agreement. But it can be very hard to prove later what was said in a spoken agreement. Try to take a friend along to witness any spoken agreement with your landlord. However, **it is best to get everything in writing!**

A written agreement with your landlord is called a lease. The lease gives both you and the landlord rights and duties. Read all of the lease very carefully. Before you sign it, make sure it says everything you agreed to. Look for these things in the lease:

- Address of the place you are renting
- Address and phone number of landlord
- How much the rent is
- How long the lease is for
- When rent must be paid
- If pets are OK
- Late fees (the charge for paying the rent late)
- How much the security deposit is and when the landlord can keep it
- Who pays for the electricity, gas, water, etc.
- Who makes the repairs; what you must repair; what the landlord must repair
- When the landlord can come in your place without your OK.



Watch out! What does your lease say about you breaking the lease, getting evicted or moving out? Some leases say that then you will owe the total rent for the year. **Don't sign a lease that says this.**

Does the lease say you must pay for the landlord's lawyer if you sue the landlord? **Don't sign it.**

Landlords **cannot** legally change the locks or shut off the electricity to make you move. This is true **even if the lease says they can do these things.**

Can a landlord take your personal property to pay for back rent or damages? No, not unless the landlord has complied with the law fully. The landlord cannot keep your property for back rent or damages. **Do not sign** a lease that says the landlord can do this.

Do you disagree with something in the lease?

Talk to the landlord about it. You can cross out parts of the lease you don't like. You can also add new things to the lease. But **BOTH** you and the landlord must agree to this. You and your landlord should put your initials by any changes. This shows you both agree to the changes.

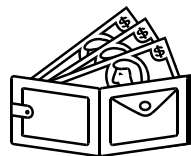
Do **NOT** sign a lease that has blank spaces. Do you have questions about a lease or disagree with part of it? **Don't sign it** until you have talked to a lawyer. A lease is a legal agreement. **Once you have signed a lease, you should do what it says.**

Get a Signed Copy

Get a signed copy of the lease and put it in a safe place. Be sure that everyone signs both the lease and the copy. This includes you, the landlord, and everyone who will be a renter.

Rent



You and your landlord should agree about how  much the rent is. You should agree about when it is due. It is better to have the amount of the rent in writing in the lease. This makes it easier to prove how much rent you owe.

Can the landlord raise the rent before the lease ends? No, not unless you agree or the lease says so.

If you have a lease, your landlord must do what it says. For example, it may say you will pay a certain amount of rent for one year. Then the landlord cannot raise the rent during the year. What if the landlord wants to raise the rent at the end of the first year? The landlord **MUST** tell you ahead of time before raising the rent. Usually, you must be told a month ahead.

What if you do not have a lease? Then the landlord can raise the rent. But, you have a right to be told ahead of time about changes in the rent.

ALWAYS Get a Rent Receipt

Getting a receipt protects you. It proves you paid your rent. Be sure the receipt is dated and signed by the landlord. The receipt should also show if you still owe any rent. Save all your rent receipts in a safe place. Do not pay in cash. Pay by money order or check. Make a copy of the money order or check before giving it to the landlord. Put in details of what you are paying.

Security Deposits

A landlord can make you pay a security deposit. This pays for damage you might cause that is more than “normal wear and tear”. Get a receipt for the security deposit signed by the landlord. Make sure the receipt says “security deposit” and shows the date and amount paid.

To avoid problems later –

Before you move in, make a list of anything wrong with the place. Then when you move out, you should not be charged for damage that was already done. Go through the place carefully with the landlord. Make a list of all damages or anything wrong in the place. **You and the landlord should both sign this list of damages. Get a signed copy of the list.** Take a camera and take pictures of damages. A disposable camera will do. This will help if the landlord later tries to say that you damaged the place. Take pictures when you move out, too.

The tenant should give the landlord written notice when moving out 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.

When you move, you do **NOT** have to pay for damage from “normal wear and tear”. This would usually be things like worn floors or a leaky roof. The landlord must pay for these repairs. However, you must pay for any unusual or extra damage you cause. Examples would be a broken window, a hole in the carpet or a broken door.

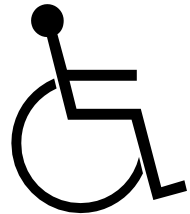
Read the lease carefully. It says when the landlord can keep your security deposit. When you move, you should get the whole deposit back IF:

- You don't owe any rent;
- You have not damaged the property; and
- You have not broken the lease.

Don't wait too long to ask for your deposit back! If the landlord keeps your deposit wrongly, you may go to the court to get it back.

Special Rights of Renters With Disabilities

You have a right to make reasonable changes to your place. This includes things like adding a wheelchair ramp. You have to pay for the changes yourself. You must tell the landlord of changes you want to make. When you leave, you may have to pay to put the place back the way it was.



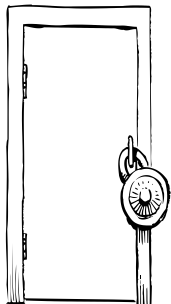
Landlords must bend their usual rules when necessary. This is to give you an equal chance to use and enjoy your place. For example, a "no-pets" apartment must let a blind person keep a seeing-eye dog.

Here are some people who have these rights because of their disability:

- People who do not see or hear well
- People with mental retardation
- People using wheelchairs
- People with AIDS or HIV virus
- People with mental illness.

To find out more about this law, call the Tennessee Disability Information Office at **1-800-640-4636**. You can also call the Tennessee Fair Housing Council at **1-800-254-2166**. These are free calls.

Evictions and Renters' Rights



Landlords cannot legally change the locks or shut off the electricity to make you move. This is true even if the lease says they can do these things. This is true even if you are behind on rent or you have broken the lease.

To evict you, a landlord must give you "notice". Notice is warning time. Then the **landlord must go to court** to have you put out. You can sue a landlord who tries to illegally force you to leave.

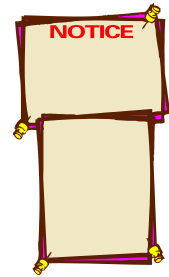
End of Lease

Do you have a lease? Then the landlord can evict you when the lease ends. But the landlord cannot force you to move without going to court first.

Notice (warning time) before eviction

You have a right to a warning before an eviction. This is called **notice**. The landlord gives you “notice” by telling you to move in a certain number of days. This can be in writing or spoken. The landlord cannot take the next step to evict you until:

1. You get notice and
2. The notice time is past.



You get **14 days notice IF:**

- You have not paid the rent on time **OR**
- You, someone who lives with you or your guests damage the place. **Damage** means more than normal wear and tear. **OR**
- You or anyone who lives with or visits you is violent. This means doing something dangerous to the health, safety, welfare, life or property of others.

What if you get the 14 days notice but don't want to move?

Then pay the rent or pay for or fix the damages during the 14 days. If you pay or fix things in that time, the landlord **CANNOT** evict you.

You get **30 days notice IF:**

- You paid your rent on time
- You did **NOT** damage the place
- No one living with you or visiting you has been violent
- **BUT** you broke other parts of the lease.

You can only be evicted sooner if you agreed to a different amount of notice.

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.



Landlord's Duty to Repair the Place

When you move in, the place must be in livable (safe) condition. It should follow health code rules. For example, the plumbing should work. The electrical wiring should be safe. The floors and walls should be strong with no holes.

The walls and roof should keep out the weather. If the place comes with a stove, refrigerator or heater, these must work. Make sure repairs are

done before you move in. Get any promise to make repairs **in writing and signed** by the landlord.

Tell your landlord right away about problems that happen after you move in. Your landlord should fix things as soon as possible after that. You need to put your request in writing and save a copy.



The landlord should repair emergency problems immediately. A broken heater or burst water pipes would be examples of an emergency problem.

What if the landlord doesn't make repairs?

In some cases, the local Building Inspector can help. Call the county health department. Ask the Building Inspector to check to see if your place is safe and livable. He or she will do this **IF** these three things are true:

1. Your rent is \$50 or less per week;
2. Your rent is paid up; and
3. You file a written complaint about the problems with the place.

The inspector may find that the landlord is breaking the State Housing Code rules. The inspector can then make the landlord do repairs. You may also want to call Legal Aid about these rights. This law can help you make your landlord keep your place in good condition.

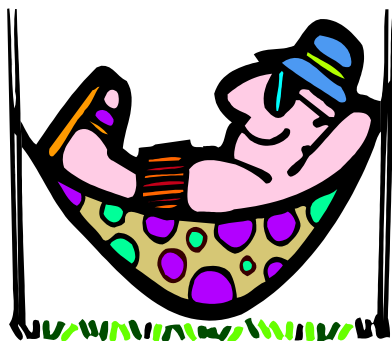
NOTE: It is illegal for the landlord to evict you for complaining to the Building Inspector.

In other cases, you may sue the landlord or cancel the lease if the landlord doesn't make repairs. Check with a lawyer to see what you can do.

Your Duties as a Renter

You **must** pay your rent on time and obey the lease. When you leave, the place should be in as good shape as when you moved in. Read your lease carefully. It may give you other duties, such as cutting the grass or not having pets.

Your Rights as a Renter



Your most important right is the right to “quiet enjoyment”. This means that you have the right to live peacefully in the place you rent. The landlord cannot bother you or keep you from enjoying your place. He or she cannot harass you. **No matter what the lease says**, the landlord cannot lock you out to make you move. The landlord cannot shut off your electricity or water to make you move. This is illegal. Except in an emergency, the landlord cannot come into your place without your OK.

Fair Housing is the Law

It is illegal for a landlord to treat you differently from others because of:

- Your race, color or nationality
- Your sex
- Your religion
- Because you are pregnant or have children who live with you
- Because you, or someone you live with or plan to live with, has a disability
- Because someone you spend time with has a disability.

DOMESTIC VIOLENCE VICTIMS

If you are being evicted and you are a victim of domestic violence, special protections may apply to you. In many situations, your landlord should not evict you if you are the victim of domestic violence, but your landlord can prevent the person who harmed you from coming back to the property by evicting that person or putting the person on a no trespass list. If you live in public, subsidized or section 8 voucher housing, the federal Violence Against Women Act applies. A landlord cannot evict the victim of domestic violence or stalking in many situations, and the landlord should attempt to move you to a different location if you request it. The landlord can ask you to complete a form stating that you are a victim of domestic violence or you can provide other types of documentation of the abuse like an order of protection. Orders of protection can legally protect you if you are a victim of domestic violence and have a certain type of relationship with your abuser, or if you are being stalked or sexually assaulted. If you need more information about orders of protection, you may call your local legal aid office or a private attorney. If you are being evicted, you can call Legal Aid to apply for our services or contact a private attorney.

Eviction if you don't have a lease

What if you don't have a lease or if your lease has ended? Then the landlord does **not** need a good reason to evict you. But the landlord **cannot** evict you for illegal reasons, such as your race, sex, religion, familial status, disability, color or national origin.

Court Eviction

If you don't move out during the notice time, the landlord can go to court.

First the landlord must get a Detainer Warrant.



No, you are not under arrest. A Detainer Warrant just tells you when to go to court.

A **detainer warrant is not a warrant for your arrest.** It is the paper that tells you when to go to court. Going to court lets you tell the judge your side of the story. If you don't go to court, you will lose. Then the landlord will have the right to have you put out according to the law.

A deputy or private process server should serve (give) the detainer warrant to an adult in the household. Don't worry about understanding all it says. **Look for the date** it tells you to be in court. Also look to see **how much** the landlord says you owe.

The court date must be at least 6 days after you get the warrant. Some counties may give you more time.

You have a right to a court hearing before evictions. At the hearing, the landlord must say why he or she wants you to move. You can also tell the judge your side of the story.

If you have a lease, the landlord can evict you when the lease ends. What if the landlord wants to evict you before that? The landlord must prove to the judge that you broke the lease.

If you don't have a lease, the landlord can evict you at any time. But first, the landlord must give you the right amount of notice time. Then if you don't leave, the landlord must go to court. The landlord does not need a good reason to evict you. But, the landlord can't evict you for illegal reasons.

Tell the judge if the landlord didn't give you the right amount of notice before going to court.



What if the judge decides that you must move out? You still have **10 days to move after the court hearing.** After 10 days, the landlord can get a paper called a Writ of Possession. Then the sheriff's department can set you out.

The judge may also decide that you owe the landlord money for rent or damages. Tell the judge if you disagree about how much you owe. Show your signed rent receipts as proof.

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.



What if you disagree with the judge's decision?

You have a right to appeal within **10 days**. If you want to appeal, see a lawyer right away.

Do you want to stay in your place until your some cases, you can. There is a special way to do every case and you will need a lawyer.



appeal goes to court? In that. But, it is not for

What if you disagree with how much the judge said you owe? You can appeal even if you plan to move. You have 10 days to appeal. You can do this yourself without a lawyer. Go to the office of the General Sessions Court Clerk. One of the clerks there should help you.

Do you have low income? As the clerk if you can appeal on a “pauper’s oath” or “affidavit of indigency”. If so, you will not have to pay a fee at that time. You do not have to post bond of one year’s rent if you do not want to stay in the residence.

Protect Your Paycheck And Your Bank Account

The landlord may try to collect any money the judge said you owe. He or she can take part of your paycheck before you get it (garnishment). Or they might take your belongings or the money in your bank account. But you can keep this from happening.

To protect your belongings, you must the Court Clerk. You do this during the hearing. Ask for the Legal Aid prevent garnishment and protect your



file certain papers with 10 days after the court pamphlets about how to belongings.



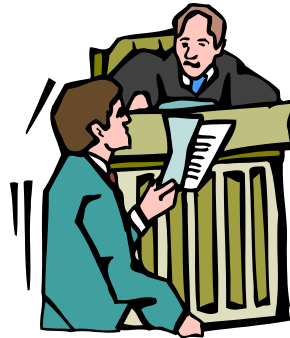
USING CHAPTER 13 BANKRUPTCY TO STOP EVICTION

You may be able to stop an eviction with a Chapter 13 bankruptcy. This may stop an eviction even if you broke the lease. This works best if you rent a place in:

- public housing, or
- Section 8 housing, or
- Rural Housing Service (Farmers home) housing.

It can work in private housing too if you have a long-term lease. But it will only help you stay there until the end of the lease.

You must still be living in your rented place. You must have a written lease that has not ended yet. (The lease never ends as long as you live in public housing). You must have regular income. You must be able to pay your rent on time from now on. You must take care of any other problems that caused you to break the lease.



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.

Executive Director - David Yoder
(865)637-0484

Associate Director – Debra House

311 W. Walnut Street
Johnson City, TN 37604
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1(800)821-1312
Fax (423)928-9488

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Morristown, TN 37814
(423)587-4850
1(800)821-1309
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502 South Gay Street
Suite 404
Knoxville, TN 37902
(865)637-0484
Fax (865)525-1162

Compton Place
307 Ellis Avenue
Maryville, TN 37801
(865)981-1818
Fax (865)981-1816

Knoxville Family Justice Center
400 Harriet Tubman
Knoxville, TN 37914
(865)215-6830

Associate Director - Russell Fowler

535 East Chestnut Street
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No person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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.



Revised May, 2011