

# YOUR RIGHTS AS A RENTER

UNDER COMMON LAW IN RURAL COUNTIES

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**BECAUSE NO ONE SHOULD HAVE TO FACE A LEGAL PROBLEM ALONE.**



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# THE LEASE

When you rent a place, a spoken agreement with your landlord may be as legal as a written agreement. However, 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 responsibilities. Read all of the lease very carefully. Before you sign it, make sure it says everything that was agreed upon. 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
- The length of the rental term
- When rent must be paid
- If pets are OK
- Late fees
- How much the security deposit is, when the landlord may keep it, and when the landlord must return it if no money is due
- Who pays for the electricity, gas, water, etc.
- Who is responsible for repairs and what repairs the landlord will make before you move in
- When the landlord may enter your place without your OK and how much notice must be given to do so.

**Watch out!** What does your lease say about you breaking the lease, getting evicted, or moving out before the end of the lease term? Some leases say you will owe the remaining rent for the lease term.

Does the lease say anything about payment of attorney's fees for a breach of the lease? If the lease says you must pay for the landlord's attorney to evict you, insist the landlord pay your attorney's fees if you sue him/her for a breach of the lease.

Landlords **may not** legally change the locks or shut off the utilities to make you move. They must go through the court process to lawfully evict you.

May a landlord take your personal property to pay for back rent or damages? No, not unless the landlord has complied with the law fully. **Do not sign** a lease that says the landlord may keep your stuff for back rent or damages.

## 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. Talk to a lawyer for suggestions. **BOTH** you and the landlord must agree to the changes. 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 and the landlord sign a lease, both should do what it says.**

## GET A SIGNED COPY

Get a signed copy of the lease and put it in a safe place.

everyone signs both the lease and the copy. This includes you, the landlord, and every adult 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 written in the lease. This makes it easier to prove how much rent you owe. Be sure the lease also requires the landlord give you rent receipts.

You should give the landlord written notice when moving out and keep a copy for your records. If rent is paid once a month, you should usually give the landlord one rental month's notice. The written notice should include the date you plan to move out. Include a forwarding address in the notice where the landlord can send all, or any part, of the security deposit you are due after inspection of the home.

Arrange to have the landlord inspect the home for damages before moving out. You should be present for the inspection. Get a copy of the results from the landlord showing the inspection, including any list of damages the landlord claims to be your fault. You and the landlord should try to agree on the reasonable cost of repairs due to your fault. If the landlord cannot inspect the home when you are there, you should do a personal inspection with a witness and take pictures.

When you move, you do NOT have to pay for damages from "normal wear and tear". This would usually be things like worn floors or a leaky roof. However, you will likely have to pay for any unusual or extra damages you cause. Examples would be a broken window, a cigarette burn in the carpet, or a broken door.

**Read the lease carefully.** It says when the landlord may keep your security deposit. When you move out, 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 file suit to get it back.

You **must** pay your rent on time and obey the lease. When you leave, the place should be in as good of 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.

## LANLORD'S RESPONSIBILITY TO REPAIR

When you move in the place, it must comply with housing and 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, with a deadline, **in writing and signed** by the landlord. **Not all rural areas, though, have applicable housing codes.**

Tell your landlord right away about problems that happen after you move in. You need to put your request in writing and save a copy.

The landlord should repair emergency problems immediately if the problem is a code violation. A broken heater or burst water pipes would be examples of an emergency problem.

## WHAT IS THE LANDLORD DOESN'T MAKE REPAIRS?

In some cases, the local building inspector can help. Call the city or county building inspector. Ask for an inspection to see if your place is safe and livable. This should be done **IF** these three things are true:

1. Your rent is \$200 or less per week;
2. Your rent is paid up; and
3. You file a written complaint about the problems with the inspector or health department.

The inspector may find that the landlord is breaking the state housing code rules. The inspector can then make the landlord do repairs and keep your place in good condition.

**NOTE:** It is illegal for the landlord to evict you for complaining to the building inspector or health department. In other cases, you may sue the landlord or cancel the lease if the landlord doesn't make repairs. You don't have the right to withhold rent, though. Check with a lawyer to see what you can do.

## RENTER'S RESPONSIBILITIES

You **must** pay your rent on time and obey the lease. When you leave, the place should be in as good of 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.

## RENTERS RIGHTS

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 may not bother you or keep you from enjoying your place. He or she cannot harass you. **No matter what the lease says**, the landlord may not lock you out to make you move. The landlord may not shut off your electricity or water to make you move. This is unlawful. Except in an emergency, the landlord may not come into your place without your OK, unless your lease gives him/her permission.

## **EVICTION**

To lawfully evict you, a landlord must give the required minimum amount of “notice”. Notice is the warning time. When that time runs out, the landlord may go to court for an order to put you out.

Landlords may not legally change the locks or shut off utilities to make you move sooner. This is true, even if the lease says the landlord can do these things. This is true, even if you are behind on rent or you have broken the lease. You can sue a landlord who tries to unlawfully force you to leave.

Your landlord may evict you, with proper notice, even if you pay your rent and have not done anything wrong. The amount of time you get usually depends on how often you pay rent – for example, a rental week’s notice if you rent by the week.

## **END OF LEASE**

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

## **EVICTION IF YOU DON'T HAVE A LEASE**

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

## NOTICE (WARNING TIME) BEFORE EVICTION

You have a right to a minimum amount of time to move. This is called notice. The landlord gives you "notice" by telling you to move in a certain number of days. This may be in writing or spoken. The landlord should not "take you to court" to evict you until:

1. You get proper notice and
2. The notice time has passed

You must be given at least 14 days IF:

- Your rent is due at least every two weeks
- 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 DONT 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 **may not** evict you. If the rent is late, or damages occur again within 6 months, the landlord can give 14 days notice and you will have to move out.

You must be given at least **30 days notice IF:**

- Your rent is due at least every two weeks
- 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.



## COURT EVICTION

If you don't move out during the notice time, the landlord can take you to court. First, the landlord must file a Detainer Warrant or other legal complaint.

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 gives you the chance to 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. Look for the date it tells you to be in court. The court date must be at least 6 days after you get the warrant. Also, look to see how much the landlord says you owe and for what, for example, rent or damages.

## SECURITY DEPOSITS AND DAMAGES

A landlord may make you pay a security deposit. This pays for damages you might cause that are 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.

**Before you move in**, make a list of anything wrong with the place. Then, when you move out, you should not be charged for damages that were 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. Have someone with you to be a witness.

## **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.

## **OWN THE MOBILE HOME, RENT THE LOT?**

Just because you own your mobile home, the law doesn't give you more rights. For instance, if the judge orders your eviction, you face the same ten (10) days to move your mobile home. Not only will it be expensive to move it, but you will need another lot to which you can move it. It's usually best to buy the lot before buying the mobile home.

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. If so, the landlord may not 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 rental month ahead.

What if you do not have a lease? You have a right to be told ahead of time, a rental week for weekly renters, a rental month for monthly renters, about changes in the rent. Then the landlord may raise the rent.

## **GARNISHMENT: PROTECT YOUR PAYCHECK AND YOUR BANK ACCOUNT**

The landlord may try to collect money the judge said you owe. He or she can take part of your paycheck before you get it by court garnishment. Or, the landlord, through court procedures, might take your belongings or the money in your bank account. You can keep this from happening if your income is protected by law, such as government benefits, by setting up payments through court, or filing bankruptcy.

The landlord may try to collect money the judge said you owe. He or she can take part of your paycheck before you get it by court garnishment. Or, the landlord, through court procedures, might take your belongings or the money in your bank account. You can keep this from happening if your income is protected by law, such as government benefits, by setting up payments through court, or filing bankruptcy.

To protect your belongings, you must file certain papers (exempt property form) with the clerk. It is best to do this during the 10 days after the court hearing.

Ask for the Legal Aid pamphlets about how to prevent garnishment and protect your belongings.

You have a right to a court hearing before an eviction. At the hearing, the landlord should say why he or she wants you to move. You, then, can 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. 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. However, the landlord may not evict you for unlawful reasons, such as discrimination under the Fair Housing law.

Tell the judge if the landlord didn't give you the right amount of notice before filing the eviction papers in court. .

What if the judge decides that you must move out? You still have 10 calendar days to move after the court hearing. After 10 days, the landlord can get an order called a Writ of Possession. With this, the sheriff's department may set you out on the street.

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

## **COURT APPEALS: WHAT IF YOU DISAGREE WITH THE JUDGE'S DECISION?**

You have a right to appeal, in writing, within **10 calendar days**. Do you have low income? Tell the clerk you want to appeal on a "Pauper's Oath" or "Affidavit of Indigency". Fill out the form for the judge to approve or disapprove. If approved, you will not have to pay a filing fee or **appeal bond** at that time. However, you might have to put up a **rent bond**, but not always.

Oftentimes, the clerk and/or judge misunderstand the bond requirements. They may insist you also pay to the clerk a year's rent. That is not always correct. Whether you must pay a **rent bond** depends on whether you want to stay until your new trial and the judge's reason for the eviction. If the judge decided you owe back rent, but you don't want to move until after your appeal, you will have to put up a bond for a year's rent. You do not have to post bond of one year's rent if you do not want to stay in the residence, but you still wish to appeal the judge's decision.

If the judge has evicted you for a reason other than nonpayment of rent, you do not have to give a rent bond. In this situation, your landlord will have to give a rent bond to have you put out before your new trial.

## **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, if you are being stalked, or sexually assaulted. If you need help or more information about orders of protection, you should call your local legal aid office or a private attorney.

## **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.
- Housing discrimination is against the law. You may have a fair housing claim. There are deadlines for filing a fair housing case, so act quickly. To find out more, call the Tennessee Fair Housing Council at (615) 874-2344, the Tennessee Human Rights Commission at 1-800-325-9664, Housing and Urban Development at 1-800-440-8091, or an attorney.

## RENTERS WITH DISABILITIES

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

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 handicaps
- 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 615-874-2344.

# LAET'S OFFICES ARE OPEN MONDAY THROUGH FRIDAY FROM 8:30 AM TO 5:00 PM

## GENERAL OFFICES

Providing civil legal assistance to East Tennessee residents

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### CHATTANOOGA

(423) 756-4013  
(800) 572-7457

### JOHNSON CITY

(423) 928-8311  
(800) 821-1312

### CLEVELAND

(423) 303-2266  
(800) 572-7457

### KNOXVILLE

(865) 637-0484

### MORRISTOWN

(423) 587-4850  
(800) 821-1309

### MARYVILLE

(865) 981-1818

## FAMILY JUSTICE CENTERS

Providing legal help for those in abusive, violent, and trafficking situations

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### BRANCH HOUSE - THE FAMILY JUSTICE CENTER OF SULLIVAN COUNTY

(423) 574-7233

### JOHNSON CITY / WASHINGTON COUNTY FAMILY JUSTICE CENTER

(423) 722-3720

### CHATTANOOGA FAMILY JUSTICE CENTER

(423) 643-7604

### KNOXVILLE FAMILY JUSTICE CENTER

(865) 215-6830

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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.

