

YOUR RIGHTS AS A TENANT

UNDER THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT

For leases signed AFTER March 24, 2014



OUR ATTORNEYS HELP SOLVE CIVIL LEGAL PROBLEMS AT NO COST FOR STRUGGLING INDIVIDUALS AND FAMILIES.

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



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TENNESSEE COUNTIES:**

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This booklet contains information about renting apartments or houses. It is based on the Uniform Residential Landlord and Tenant Act (URLTA), which applies to the following counties in the LAET service area: Knox, Blount, Sevier, Hamilton, Bradley, and Sullivan. If you are renting, or plan to rent, a house or apartment in one of these counties, you should read this brochure. If you are renting or plan to rent a house or apartment in Bledsoe, Carter, Cocke, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Loudon, Marion, McMinn, Meigs, Monroe, Polk, Rhea, Sequatchie, and Unicoi Counties in Tennessee, the Landlord/Tenant Act does not apply to you and you should not rely on the information in this brochure and you should read a different brochure.

WHAT SHOULD THE TENANT DO BEFORE MOVING IN?

1. Inspect the property before you pay rent or a deposit and before you move in. Look for things wrong with the place such as broken glass, rug burns, stains and tears, nail holes in the walls, chips in the sink or tub, scratches in the doors and woodwork; missing light fixtures, peeling paint, condition of the appliances, condition of the furniture (if furnished). It is best if your landlord can go with you when you inspect. Write out a list of all the defects, and have your landlord sign and date the list. Take pictures before you move in and when you leave. Doing these things will help prevent disagreements between you and the landlord over who is responsible for damages.

2. If the landlord requires a security deposit, get a receipt for the security deposit with the date, the amount and the words "security deposit" or "damage deposit" on it. If you move out and do not owe rent, have not damaged the property, broken the lease, and if the lease does not state otherwise, the landlord must return the whole security deposit to you. If there is a written lease, the lease will say when the landlord can keep the security deposit.

3. When you inspect the house or apartment, you should find all the repairs the landlord should make. Do all the lights and wall plugs work? Do the sink and bath drain properly? Do the doors and windows open like they should? Do the heat and air conditioner work? Do the appliances work properly? The first inspection is the first time to ask for repairs. If the landlord agrees to make the repairs get the agreement in writing. Ask for a date by when it will get done and write the date on the agreement.

4. If the landlord agrees to let you make repairs in exchange for rent, get the agreement in writing, dated and signed by the landlord. Keep all receipts for materials and supplies. Make copies and give a copy to the landlord. If you agree to clean the place before moving in for a credit against the rent, the agreement should be in writing, dated and signed by both you and the landlord. If possible, take before and after pictures.

5. If utilities (gas, electricity water and sewer) are included as part of the rent, make sure they will be on before you move in. If they are not part of the rent, make sure they are not still in someone else's name. Make sure that you can afford the deposits on utilities before paying the rent and damage deposit to the landlord. Some landlords have the utilities in their names and charge the tenant the amount of the electric, gas or water bill when it comes in. This practice often causes problems. Another problem arises if there is more than one apartment on the same utility bill and the landlord tries to divide up the cost of utilities among the tenants and charge them a percentage. A tenant should either have the utilities in his/her own name or they should be included in a fixed amount of rent.

DO I NEED TO HAVE A WRITTEN LEASE?

No. You can rent a house or apartment based on either a written lease or a verbal agreement. Both are binding on both the landlord and the tenant. However, there are advantages to a written lease.

A verbal agreement is valid only for the amount of time for which you have paid rent. For example, if you pay rent by the month, your agreement is good for only one month at a time. The landlord can raise your rent if he gives you 30 days notice in advance. If you have a written lease, you can fix the rent at a particular price for the amount of time the lease states.

A verbal agreement is good for no more than one month at a time. Even if the tenant pays rent on time and there are no problems, either the tenant or landlord can break the lease at any time by giving advance notice. A written lease can last for a longer period. A written lease protects the tenant from being forced to move on short notice, and assures the landlord of steady rent payment for a longer period.

A verbal agreement is only as good as the memories of the people who make it. It may be hard to show what the agreement was if the landlord and the tenant disagree about the terms of the rent. If the agreement is in writing, either person can look at the paper to see what both persons have agreed to do.

If you decide not to have a written lease, take a friend who would make a good witness with you when you see the landlord so that you have a witness to your rental agreement.

DOES THE LANDLORD HAVE TO RETURN THE SECURITY DEPOSIT WHEN THE RENTAL PERIOD IS OVER?

The landlord does not have to charge a security deposit, but most do. The purpose of the security deposit is to protect the landlord if the tenant damages the rental property.

The landlord cannot keep the security deposit to pay for ordinary wear and tear on the rental property. Ordinary wear and tear means damage that would naturally occur from living in a house or apartment. For example, fingerprints on the wall around a light switch would be ordinary wear and tear, but crayon marks on the wall would not be.

The landlord is required to keep the security deposit in a separate bank account. When the tenant moves out, the landlord must return all of the security deposit that is not used to pay for damages, unpaid rent, and other amounts due. Before you move out, you should ask the landlord, in writing, to do a walk-through to check for damage to the property. If you ask for a walk-through, the landlord must give a list of damage to the property for both of you to sign. If you do not agree with some damages on the list, you must give the landlord a written note explaining why you do not agree with the damages.

The landlord can also request a walk-through. If the landlord does request a walk-through, you should go to the scheduled walk-through. If you schedule a walk-through and then miss it, you may lose your right to argue about the damages. If you and the landlord are able to agree on the list of damages, you should both sign the list. If you both sign the list of damages, the Court cannot later ask you to pay for damages not on the list, unless the landlord did not discover the additional damages until after the walk-through.

The tenant must give the landlord a forwarding address when he moves out, so that the landlord knows where to send the security deposit. If the tenant moves out without owing any rent, the landlord must send the tenant a notice of the amount of the security deposit that will be returned to the tenant. If the tenant does not respond within 60 days from the date the notice is sent, the landlord may keep all of the security deposit.

If the tenant moves out and owes rent, the tenant must request return of the security deposit. The landlord may apply the security deposit to the rent owed and return the remaining balance to the tenant. If the landlord doesn't return a security deposit, which the tenant should receive, the tenant can sue the landlord in court. See the LAET pamphlet, "Representing Yourself in General Sessions Court."

WHAT DOES THE LANDLORD HAVE TO DO?

The landlord must give you exclusive possession of the property you rent. This means the landlord cannot come on the property without your permission, except to make emergency repairs, or if you have abandoned the property, or utilities have been cut off at no fault of the landlord.

The landlord must give you access to all utilities (the landlord can require you to have the utilities turned on in your name). Utilities are defined as provision of water, electricity, sewer or natural gas. If you are required to put the utilities in your name, you must do so within 3 days of occupancy, or the landlord can have them shut off.

The landlord must maintain the property by making necessary repairs within a reasonable time after he knows they are needed. The tenant should make all requests for repairs in writing. If you live in an apartment building, the landlord must keep all common areas safe and clean, and must provide a dumpster or other place to put garbage.

WHAT DOES THE TENANT HAVE TO DO?

The tenant must pay rent on time. Each time you pay rent, get a written receipt with the amount and date from the landlord, or have someone with you who can witness the rent payment.

The tenant must keep the house or apartment clean, must obey any written rules that are part of the lease or rental agreement, must allow the landlord to come in the house or apartment to make emergency repairs, or to show the property to a possible new tenant if the landlord gives notice in advance of coming, and must give the landlord advance notice if they plan to stay away from the rental property for more than 7 days.

If the tenant plans to move out, he must give the landlord notice in advance (30 days if the rental agreement is month-to-month; 10 days if the rental agreement is by the week).

WHAT IS THE LANDLORD FORBIDDEN TO DO?

The landlord cannot turn off your utilities while you are living in the house or apartment you rent. This is true even if you are behind in rent.

The landlord cannot lock you out of the rental property or remove your belongings from the property, without first getting a court order.

The landlord cannot come into the rental property without giving you advance notice, unless there is an emergency (broken pipe, dangerous electrical wire, storm damage, etc.), or if you have abandoned the property or if utilities have been cut off at no fault of the landlord.

WHAT IS THE TENANT FORBIDDEN TO DO?

The tenant cannot do anything that would create a risk to the health or safety of other tenants.

The tenant may not destroy any of the real property, move out of the real property without giving the landlord advance notice, do anything on the rental property that would be a criminal act, or use the rental property for any sort of business, unless the landlord says it is all right.

WHAT CAN THE TENANT DO IF THE LANDLORD REFUSES TO MAKE REPAIRS?

If the landlord refuses to make repairs, the tenant can break the lease and can sue the landlord for damages caused by the landlord's refusal to make repairs. Before the tenant can break the lease or sue the landlord, the tenant must give the landlord a written notice that repairs are needed. The tenant must then wait 14 days after giving the landlord the written notice. The tenant can break the lease or sue the landlord only if the landlord doesn't do anything for 14 days after receiving the notice.

If you give the landlord written notice that repairs are needed, send the notice to the landlord by certified mail, return receipt requested.

If you give the landlord the written notice in person, have someone with you to witness when the landlord receives the notice.

Save a copy of the Notice. You may also contact Codes' Enforcement in some counties.

WHAT IF THE LANDLORD FAILS TO PROVIDE BASIC SERVICES?

If the landlord fails to provide essential services, the tenant can get a court order requiring the landlord to make utilities available. The tenant can also buy substitute services and deduct the cost from the rent.

The tenant can find substitute housing until the landlord provides the service, and not pay rent to the landlord for damages caused by the landlord's failure to provide the services.

The tenant must give the landlord written notice that the essential service is not available before the tenant can take any of these actions. Save a copy of the written notice.

Essential services means utilities like gas, heat, and electricity, and any other duty the landlord has that materially affects the health and safety of the tenant.

WHAT IF THE LANDLORD DELIBERATELY TURNS OFF UTILITY SERVICE OR LOCKS THE TENANT OUT OF THE RENTAL PROPERTY?

If the landlord deliberately locks the tenant out of the rental property or turns off utility service, the tenant can get a court order requiring the landlord to turn the utilities on or let the tenant in.

The tenant can also break the lease and move out without advance notice.

The tenant can also sue the landlord for damages caused by the landlord's action. Put in writing what the landlord did wrong and mail/giveto the landlord. Save a copy.

WHAT IF THE RENTAL PROPERTY WAS DAMAGED BY FIRE OR STORM?

If the rental property is damaged by fire or storm so that the tenant can no longer live there, the tenant may move out immediately. Within 14 days of moving out, the tenant must give the landlord written notice of intent to break the lease. If the tenant gives the required written notice, the lease is broken as of the day tenant moved out.

WHAT CAN THE LANDLORD DO IF THE TENANT BREAKS THE LEASE?

If the tenant breaks the lease by not paying rent on time, or by doing any of the things a tenant is forbidden to do, the landlord can evict the tenant. In most cases, the landlord must give the tenant written notice to vacate the rental property before the landlord can go to court.

If the tenant does something that creates an immediate risk to the health or safety of other tenants, or if the tenant does something that creates an immediate risk of property damage, the landlord may give 3 days' notice before taking out a Detainer Warrant.

If there is NOT a written lease, the landlord must give written notice before going to court. **IMPORTANT:** If there is a written lease that says the tenant waives notice to vacate for not paying rent and the tenant does not pay rent on time, the landlord does not need to give any notice before taking out a Detainer Warrant.

If the tenant's violation can be fixed by the payment of money for rent, repairs or damages, the landlord should give the tenant a 14-day notice to fix the violation. If the tenant fixes the violation by paying the required money within the 14-day notice period, then the tenancy will not terminate. If the tenant does not fix the violation, then the tenancy will terminate at the end of the 14 days. If the same violation occurs within six months, the landlord does not have to give an additional opportunity to fix the violation, but can give a seven-day notice of termination without another chance to fix the violation. As indicated above, the right to fix non-payment of rent will not apply to a tenant that has waived notice of termination for non-payment of rent.

If the tenant does not move out at the end of the notice period, the landlord can go to court and take out a Detainer Warrant against the tenant. The Detainer Warrant is a civil lawsuit in which the landlord asks the court to give him possession of the rental property and money for any damages caused by the tenant.

The tenant will receive a notice from the court stating the date a hearing will be heard. At the hearing, the tenant can argue that he should not be evicted because he did not break the lease. If the tenant wins, the Detainer Warrant will be dismissed, and the tenant can continue to live in the rental property. If the tenant loses, the court will order the tenant to move within ten days. The court may also order the tenant to pay court costs, and to pay the landlord's attorney fees.

Finally, the court may order the tenant to pay any damages or back rent owed by the tenant. If the tenant does not move out within ten days after the court orders the tenant to move, the landlord can have the sheriff come and remove the tenant and the tenant's belongings from the rental property on the next business day.

CAN YOUR LANDLORD HAVE YOUR CAR TOWED?

There is no easy answer to the question, "What can my landlord do?" Most of the time the answer begins with, "It depends." What a landlord has to do before towing a vehicle depends on whether the vehicle is (1) an authorized vehicle, (2) an unauthorized vehicle, or (3) a nuisance vehicle as defined in the law.

AUTHORIZED VEHICLES:

An authorized vehicle is one registered to a tenant or guest. A landlord must place a ten (10) day notice on the following vehicles before towing:

1. A vehicle with one or more flat or missing tires;
2. A vehicle unable to operate under its own power;
3. A vehicle with a missing or broken windshield or more than one broken or missing window;
4. A vehicle with one or more missing fenders or bumpers; and
5. A vehicle not in compliance with local and state laws relative to titling, licensing, operation, or registration for more than 30 days.

UNAUTHORIZED VEHICLES:

An unauthorized vehicle is a vehicle that is not registered to a tenant, or a tenant's known guest and has remained for more than seven (7) days on the property leased by the landlord for residential purposes. A landlord must post a written notice on the vehicle giving the owner ten (10) days' notice before the landlord can have the vehicle towed. Exceptions to this ten-day notice rule for unauthorized vehicles:

1. The landlord can have any vehicle towed without notice if the vehicle's owner fails to follow the landlord's permit parking policy as stated in a posted sign.
2. A landlord can tow without notice if a person does not comply with posted parking restrictions—such as in traffic lanes, in fire lanes, by fire hydrants, in handicapped areas, and/or blocks trash receptacles. (The owner of the vehicle that has been removed under such circumstances can apply to get the vehicle and pay the costs of towing and storage).

NUISANCE VEHICLES: A "nuisance vehicle" is any vehicle that will not operate under its own power and "is detrimental to the health, welfare, or safety of persons in the community." A landlord giving 24-hours written notice by posting the notice on the vehicle can tow a nuisance vehicle. For example, this means that if a disabled vehicle is leaking gas or has broken glass on which a child might be hurt, it can be towed with only 24 hours notice. A word to the wise: If you get a 24-hour written notice on your car, move it even if you think you should get more notice. Otherwise, you could end up paying towing and storage costs, which can be quite expensive.

WHAT IF I LIVE IN SUBSIDIZED HOUSING?

If you live in public housing or if you receive Section 8 rental assistance, this brochure DOES apply to you. In addition, you may have other rights or protections that are not included in either brochure. A lawyer can tell you what additional rights or protections you have.

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; or Because someone you spend time with has a disability.

Housing discrimination is against the law. You may have a fair housing claim. There may be a deadline for filing a fair housing case, so act quickly. To find out more, call the Tennessee Fair Housing Council at 1-800-254-2166. Or, call the Tennessee Human Rights Commission at 1-800-325-9664. Or call Housing and Urban Development at 1-800-440-8091. These are free calls. Or call your local Legal Aid office.

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

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

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

Linea Gratis en Español 1 (866) 408-6573

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.

