

## Rights and Duties of a Landlord

When you rent a house or apartment to another person, you enter into a legal contract known as a landlord-tenant relationship. This contract has certain basic conditions set by law that you should understand before you enter into this type of agreement.

As a landlord, you have the right to receive rent for the use of your property. You also have the right to have your property returned to you undamaged at the end of the rental agreement. It should be returned in the same condition it was received, except for normal wear and tear. In exchange for these rights, it is your responsibility to provide a home that is habitable and to make repairs when needed. You must also equip the residence with a properly working smoke detector and provide the initial set of batteries if it is battery operated.

It is your duty as a landlord to respect your tenant's rights. These rights include the right of peaceful possession. By renting your property to the tenant, you give that tenant the possession and use of your property free from interference. That means that you may not enter frequently, at odd hours, without a legitimate reason, or without notice. You typically have the right to protect your property through reasonable inspection to make repairs and to show the property to possible buyers. You must give at least 24 hours notice of your intent to enter unless the tenant has asked in writing for repairs within the last seven days or there is an emergency.

As a landlord, you are responsible for observing federal, state and local laws when it comes to the use and condition of the property.

When you rent your property to someone, you must give him or her your name and address or the name and address of your authorized manager. You cannot discriminate against a tenant for having children, for being disabled, or for any other illegal reason. Some of the additional reasons include: a tenant's successful defense against the grounds for a past landlord's attempt to evict him or her; the tenant's having been the victim of a domestic violence or sexual assault or stalking crime; the tenant's religion, or race or ethnic background. In some locations, it is unlawful to treat differently people who are aged or who are not heterosexual.

You may not retaliate against a tenant by raising the rent, shutting off utilities, or trying to evict the tenant because he or she complained to you or a public agency about habitability conditions, discrimination or other violations of the law, or because the tenant joined or organized a tenants' union or organization. You cannot lock a tenant out. The only exception to this prohibition occurs when a tenant who can demonstrate she or he has been the victim of domestic violence, stalking, or sexual assault asks to have the perpetrator tenant locked out of the unit where the victim of the crime continues to live.

To end a month-to-month tenancy, you must give your tenant a 30-day written notice. If your tenant has lived in the dwelling for more than a year, you must give 60-days written notice. The tenant may also terminate the tenancy with a 30-day written notice. A week-to-week rental period requires a 10-day notice. A fixed term tenancy will end automatically on the last day of the term specified in the rental agreement. You cannot end a fixed term tenancy early unless you have "cause" to end it, such as a violation of the lease by the tenant.

When rent is more than 7 days overdue, you may give the tenant a written notice stating your intent to try to evict him or her if the rent is not paid within 72 hours. You can give a similar notice, for 144 hours, on the 5th day the rent is overdue if you prefer. If a tenant (or someone in the tenant's control) harms you or your property, harms other people on the property, or commits an act that is outrageous in the extreme, you may give the tenant a 24-hour notice to leave. The notice must be in writing in a special legal form. It needs to explain the reason for termination, and it must be delivered personally to the tenant or mailed to the tenant by first class mail only. If a notice is mailed, you must add three days to the notice time. The legal form of the notice must be correct in all details in order to be enforced in court.

If the tenant ignores most of your notices and you want the tenant to move out, you must file an eviction complaint in court. The tenant will be properly served with a summons and complaint. There will be a hearing and possibly a trial where you can ask that the tenant be evicted. If the judge or jury agrees, you will be granted a judgment entitling you to possession of the property. If the tenant still does not move, you must pay the sheriff to come to the property to remove the tenant, and you must be responsible for temporarily storing any of the tenant's remaining property until you make reasonable efforts to give the belongings back and they become legally "abandoned". Rights regarding such situations are complicated, and getting legal advice is a good idea. Read "[When Tenants Leave Belongings Behind](#)" in this series for more information.

If the tenant moves out before the end of the rental term, you may try to collect the unpaid rent for the rest of the time in the agreement. Before you can collect the unpaid rent, you must first make a reasonable effort to rent the house or apartment again. You must take these steps even if the tenant has a written lease. In a month-to-month or week-to-week tenancy, your right to collect rent is limited to the usual length of the rental period.

As a landlord, you have the duty of accounting for or refunding to the tenant any refundable deposits upon termination of the tenancy. In order to keep all or part of the deposit, you must give the tenant, within 31 days after termination, a written accounting that states specifically why you kept a portion or all of the deposit. If you do not comply with this requirement, the tenant can sue you for twice the amount of the deposit.

The basic rights and duties covered in this information apply whether the contract you have with the tenant is written or oral. A written agreement is best because it serves as a record of terms and conditions you may wish to include, such as whether or not pets are allowed and special requirements for serving notices. If you wish to arrange terms for more than one year, the agreement must be in writing to be enforceable.

*Legal editor: Ed Johnson, July 2013*