



OFFICE OF THE STAFF JUDGE ADVOCATE

28th Bomb Wing
1000 Ellsworth Street
Suite 2700
Ellsworth AFB, SD 57706
DSN: 675-2329
Commercial: (605) 385-2329



LANDLORD TENANT LAW

Entering Into a Lease

A rental agreement is a legally binding contract between tenant and landlord of the rights and responsibilities of both parties. Renters are bound either by written leases or oral rental agreements BUT IT IS RECOMMENDED THAT YOUR AGREEMENT SHOULD BE IN WRITING.

A written lease can be for any length of time. It can be for a week, month, or a year or longer. A lease will normally include the rental period, the amount of monthly payment, rent due date, fees for late payment, security deposit requirements and conditions for its return. Many leases have a clause that entitles the landlord to a late fee if the rent is not paid on time. It may also include duties to repair, responsibility for utilities, pet policies, yard care, snow removal and other conditions the landlord or tenant may wish to include.

When a lease is signed by both parties, it becomes a binding legal contract. If any party does not fulfill the terms of the lease, the person who defaults can be sued. Before signing the lease, consider the following suggestions:

- **READ THE ENTIRE CONTRACT** and ask questions or obtain a legal opinion about unclear provisions.
- Do not move in or pay rent before the lease is signed
- Ask for changes. If tenants dislike certain provisions in the lease, they have the right to ask the landlord to amend the lease with written changes. However, if a landlord refuses, which he has a right to do, a tenant must decide whether to sign the lease. If changes are made, both the tenant and landlord should initial the changes.
- **DO NOT RELY ON VERBAL STATEMENTS.** All promises and agreements should be in writing for your protection.
- Make sure all the blanks are filled or drawn through if they do not apply and the date is correct before signing.
- It is possible to make changes in a lease if they are agreed upon by both the landlord and tenant. Either delete the agreed upon change or draw a line through it or add the desired clause to both the landlord and tenant copy and initial and date each change on both copies. If there is not enough room on the lease you will need to add another page entitled "Addendum to Lease". Write whatever additions to the lease that are agreed to and each party needs to sign and date the Addendum. Make sure both parties receive completed signed copies of any revised contract and Addendum.
- Remember, you need a **WRITTEN** agreement to cancel your lease.

The lease should state how long the tenant would be renting. If it does not, the law says that the rental period is determined by how often the tenant is supposed to pay rent. For example, if the tenant is to pay rent once a month, the rental period is monthly (known as a month-to-month tenancy). It is important to know the duration of the tenancy if either the landlord or the tenant wants to end the lease.

Some landlords require prospective tenants to pay an application fee. If required, the fee is used to cover the cost of checking the tenant's references. Prospective tenants should ask if an application fee is

required and, if so, the amount of the fee. This should be considered when deciding where to rent. Tenants should also ask if application fees are refundable and request a receipt for payment.

Security Deposits

A security or damage deposit is the most common requirement of landlords. Many landlords require a security or damage deposit from the tenant at the start of the rental period. This is money paid by the tenant and held by the landlord to pay for any damage beyond ordinary wear and tear the tenant or his guests might do to the rental unit, any unpaid rent, or any money the tenant owed to the landlord under some agreement.

A landlord may not require a security deposit in excess of one month's rent unless "special conditions" exist which "pose a danger to maintenance of the premises". One example would be having an additional deposit for a pet.

When a tenant moves out, the landlord is required either to return the deposit or to provide a written statement showing the specific reason for his failure to return it. In South Dakota, this statement must be furnished within two weeks after the termination of the tenancy and the landlord's receipt of the tenant's mailing address or delivery instruction. The landlord may withhold from the deposit only such amounts as are necessary either to remedy defaults in the payment of rent or to restore the premises to its condition at the beginning of the tenancy (ordinary "wear and tear" excepted). If the landlord holds the deposit, the tenant may also demand an itemized account of the deposit withheld. This must be provided within 45 days of the termination of the tenancy.

If the landlord does not follow these rules for returning the deposit he or she forfeits all rights to the deposit. Any bad faith or malicious retention of a deposit by the landlord could also subject the landlord to punitive damages not to exceed two hundred dollars.

Habitability/Right to Repair

A landlord is required to keep rental premises in reasonable repair and fit for human habitation (except for damage caused by the tenant). This includes maintaining all electrical, plumbing and heating systems in a good and safe working order. This warranty of habitability cannot be waived or modified by the parties to the rental agreement. The parties, however, can agree to hold the tenant responsible for certain repairs instead of rent.

When the landlord fails to repair the tenant's dwelling, the tenant may pursue either of two remedies. The first is to vacate the premises if the proper conditions exist, in which case the tenant will be discharged from all further obligations under the lease. The second is to have the tenant make the repairs on his or her own, in which case the tenant may deduct the expense of the repairs from the rent. These measures must be strictly followed. A tenant may wish to speak with an attorney for advice before proceeding. Before the tenant can take either of these measures, he or she must give the landlord notice of the repairs that are needed, wait a reasonable length of time and act only when the landlord neglects to do so. This notice to the landlord should always be in writing, should state the repairs that are needed, and should give a specific reasonable deadline for making the repairs. You may need proof that you requested repairs if there is a dispute. Make sure you are specific about what needs repair and refer to the lease or rules if possible and it is best to send the notice to the landlord by registered/certified mail. You should also keep a copy of such correspondence.

If the costs of the necessary repairs exceed one month's rent, the tenant may withhold his rent and deposit it in a separate bank account maintained for the purposes of making the repairs. If the rent is going to be deposited in a separate bank account the tenant must FIRST give written notice to the landlord stating the specific reason for withholding the rent and then provide the landlord written evidence of the deposit. The account is to be maintained until either the landlord makes the repairs or enough money accumulates to pay for the repairs. These repairs must be necessary to maintain the habitability of the premises such as plumbing, heating, security, electricity, etc.

Another option that might be available to a tenant is checking with their local housing inspector or with health, energy or fire inspectors to see if there are possible code violations. If code violations are detected generally the inspector will give the landlord a specific amount of time to fix them. A landlord cannot retaliate (strike back) by filing an eviction notice, or by increasing rent, or decreasing services, because a tenant contacts a governmental agency charged with the responsibility of enforcing a building or housing code.

Landlord Rights and Responsibilities

The responsibilities of the landlord are to keep the premises in habitable condition, and leave the tenant to the quiet enjoyment of the property. The landlord has the right to the rent money (provided the premises have been kept in good condition) and also the right to the premises, in good condition, after the rental period has ended. The landlord must also have other rights, as provided by a written rental agreement. A landlord has certain rights under certain circumstances, including the right to require a security deposit and the right to evict a tenant.

A landlord may neither lock out a tenant nor interrupt the services, such as electric, gas, water or other essential services. Doing so could subject the landlord to damages of two months free rent and return of any advance rent and deposit paid to the landlord.

Terminating the Tenancy

Leases can vary as to the time required to terminate the lease agreement. Most leases that specify a definite term of tenancy (such as a 6 month or 1 year lease) state the amount of time required for notice to terminate or renew the lease or they expire upon the termination of the expired time. If you have a lease, read it carefully for notice requirements.

If a written lease does not give a specific time period for renewal or expiration of the lease, then advance notice must be given at least one full rental period before the tenancy's last day. For example, if a tenant wishes to leave at the end of June, the tenant must inform the landlord of the fact on or before 31 May. No matter when during June the tenant actually leaves, the tenant is responsible for the entire month of June's rent. If the tenant misses the proper notice deadline—even by a day—the tenant is liable for an extra month's rent (July). The landlord must give the same notice requirements as the tenant is required to give.

Eviction

The only lawful way to evict a tenant is for the landlord to obtain a court order signed by the circuit court or magistrate judge. This is obtained in a lawsuit called a "forcible entry and detainer" action. After giving a three-day notice, a landlord can secure a court order to have a tenant evicted if: (1) the person by force, intimidation, or fraud, goes onto the property of someone else that has rightful possession and takes over the possession, or if they entered the property peacefully but by force, menace, or threat of violence, keeps possession of the property; (2) the tenant is in unlawful possession of the landlord's property (by remaining on the property after the expiration of a rental agreement or failing to pay rent for more than three days after it is due); (3) the tenant substantially damages the premises; or (4) the tenant does or fails to do something which, under the terms of the lease, is identical to cancellation.

A tenant must be given three days notice to vacate before a forcible entry or detainer action can be commenced by a landlord. If the tenant refuses to move after three days, the landlord can then file a lawsuit (Forcible Entry or Detainer) for eviction. The lawsuit begins by serving the tenant with a Summons and Complaint which gives the tenant four days to file and serve a written answer. We recommend that you contact an attorney immediately upon receipt of a Summons and Complaint. If you fail to file and serve proper answer, a court order will be issued requiring the tenant to move. If an Answer is properly filed and served, the matter is brought on for hearing before the court.

A landlord cannot just kick a tenant out, take their property, shut off electricity, gas, water or other essential services. If a landlord resorts to such measures, the tenant may recover possession or end the rental agreement. The tenant may also be entitled to damages for loss of use of the premises or property and for any out-of-pocket expenses caused by the landlord's illegal conduct.

SERVICEMEMBERS' CIVIL RELIEF ACT (SCRA)

The SCRA allows military members who receive permanent change of station (PCS) orders or are deployed for a period of 90 days or more to terminate a lease by providing written notice to the landlord along with a copy of their military orders. The termination of a lease that provides for monthly payment of rent will occur 30 days after the first date on which the next rental payment is due and payable after the landlord receives proper written notice.

If you are leasing a house or apartment and your rent is below a certain amount, the SCRA can protect you from being evicted for a period of time, usually three months. The dwelling place must be occupied by either the active duty member or his or her dependents and the rent on the premises is under a certain amount that will be adjusted annually for consumer price index (CPI) changes. In 2004, the amount of the rent ceiling is now \$2465.00. Additionally, the military member must show that military service materially affects his or her ability to pay rent. If a landlord continues to try to evict the military member or does actually evict the member, he or she is subject to criminal sanctions such as fines or even imprisonment. However, if you feel that you are in this situation, do not just stop paying rent and wait three months. Come in and talk to a legal assistance attorney.

GETTING YOUR FIX: RENTERS' RIGHTS TO MINOR REPAIRS

Landlords Must Fix Major Problems

Your landlord is responsible for keeping your unit in a habitable, or livable, condition. The landlord must keep the structure of the building sound, including stairways, floors, and roofs; keep electrical, heating, and plumbing systems operating safely; supply hot and cold water in reasonable amounts; and exterminate infestations of pests such as cockroaches. Keep in mind, however, that if a problem is the result of your own carelessness -- such as a vermin infestation caused by your poor housekeeping -- the repair bill will properly be forwarded to you. If you don't pay it, the amount may be taken out of your security deposit.

Landlords May Have to Make Minor Repairs

What about the annoying problems most tenants face, like leaky faucets, old paint, torn screens, or worn flooring? While these types of problems can be unpleasant or inconvenient, they don't make the unit uninhabitable. Does the landlord have to repair them? Whether your landlord must take care of a minor repair depends upon a number of factors, beginning with the nature of the problem. Purely cosmetic repairs are not legally required. Mildewed grout or worn carpet, for example, are less likely to require a landlord's attention than are loose tiles that make the shower unusable or holes in carpeting that could trip someone. If you're not sure whether your landlord is legally required to make a repair, check to see if your specific complaint is addressed by:

- the terms of your lease
- any oral or written promises your landlord has made
- state and local building codes, or
- state landlord-tenant laws.

How to Get Your Landlord to Make Minor Repairs

It's often harder to enforce your rights to minor repairs than major ones. Tenants in an uninhabitable dwelling are often allowed by law to withhold rent or use "repair and deduct" procedures, but taking those actions for merely minor problems could get you evicted. There are, however, a number of proven strategies for getting landlords to take care of minor problems.

1. Write a repair request. Even if you've already asked your landlord to take care of a problem, a written request is almost always helpful. It gives you a chance to articulate the problem clearly and point out why it's in the landlord's best interest to have it fixed. A letter also allows a reluctant landlord to think it over without having to give you an immediate answer (which often results in a knee-jerk "no"). Try to develop a number of themes in your letter. One effective tactic is to explain that the problem might become worse -- and more costly to the landlord -- if it's not taken care of right away. A landlord might find it easy to ignore your drippy faucet until you point out the possibility of an overflowing sink and water damage to the floors. Another theme that will grab your landlord's attention is the potential for

injury. A hole in the stairway carpeting could cause someone to trip and fall, making the landlord liable for the injury. Landlords are also sensitive to security issues, so be sure to point out any security risks created by your problem, such as a broken lock or faulty hallway light. Finally, if the problem affects other tenants, be sure to emphasize that.

2. Propose mediation. If your oral and written requests are ignored, contact a mediation service, which will invite the landlord to meet with you and a trained mediator. The mediator will help the two of you reach a mutually acceptable solution, but will not (unlike a judge) impose a solution. Many communities offer free or low-cost mediation services as an alternative to going to court.

3. Report your landlord to your local building or housing agency. Some minor problems may violate local building or housing codes. Call the agency that enforces these codes in your area to find out. (Look under the city or county government listings of your phone book.) Officials at the agency should be able to explain whether your problem violates local or state codes, and may be able to take action against your landlord. Keep in mind that reporting your landlord won't likely improve your relationship, which may be important to you if you want to stay in your unit for some time. Even state "anti-retaliation" laws, which prohibit rent hikes, terminations, or other adverse actions following a tenant's complaint to a government agency or exercise of a legal right, cannot forestall a sour relationship.

4. Sue your landlord in small claims court. If you can prove in court that the unaddressed problems decrease the value of your unit, a judge can award you the difference between what you've been paying in rent and the amount the unit is actually worth. Obviously, suing your landlord is not your best option if you want to salvage your landlord-tenant relationship. But if you've tried everything else and moving elsewhere is not feasible, taking your landlord to court might be the right remedy.

Protect Your Security Deposit When You Move In

Record the condition of the property to make sure your security deposit will be there when you expect it. During the exhausting process of moving into a new apartment, the last thing on your mind is moving-out day. But since your landlord is probably holding a sizable chunk of your money in the form of a security deposit, it's risky not to prepare for the end of your tenancy right from the beginning. Before you start unpacking dishes and hanging prints on the walls, take a few simple steps to avoid the misunderstandings and disagreements that have made disputes over security deposits legendary.

Look Under the Hood

Give your unit a thorough inspection before you move in. (Better yet, do it before you sign the lease!) It's best to inspect the premises before you move in; it will be easier to spot problems while the place is bare. Don't neglect to check out things that might not be readily apparent, such as water pressure and sink drainage in the kitchen and bathrooms, the operation of appliances, the appearance of floors and walls, and the condition of the pads under the carpet.

Use a Move-In Checklist

Make a detailed inventory of what you find. The best way to do this is with a good checklist. The more you record about the unit when you move in, the better position you'll be in when moving out to show that certain problems already existed before you moved into the unit.

In some states (see list), landlords are required to give new tenants a written statement on the condition of the unit at move-in time, including a comprehensive list of existing damage. In other states, many landlords provide a checklist to new tenants, but some do not. You can write up a checklist yourself.

Ideally, you and your landlord should fill out the checklist together to prevent any disputes or disagreements. Otherwise, it's smart to bring along a roommate or a friend so that there's at least one other witness to the condition of the unit at move-in time. If you spot problems, describe specifically what is wrong. Rather than simply noting "damage to carpet," for example, state "cigarette burns, frayed edges in carpet next to picture window." The more detailed you are, the clearer it is that you're not responsible for those damages. You and your landlord should both sign the checklist after completing it. Make a copy so that each of you has one.

At the end of your tenancy, you'll make another inspection of the same items, noting their condition at move-out time. If items that were okay at move-in are now damaged, your landlord may hold you responsible for fixing them. But you'll be protected from being billed for damage that existed before you ever moved in.

STATES WHERE LANDLORD MUST PROVIDE MOVE-IN STATEMENTS

Arizona	Georgia	Hawaii
Kentucky	Maryland	Massachusetts
Michigan	Montana	North Dakota
Virginia	Washington	

Take Pictures

Besides completing a checklist, you may also want to document the condition of your unit with photographs or video. If you take photos, have doubles of them developed immediately, write the date they were taken on the backs, and send your landlord a set as soon as you get them back. That way your landlord won't be able to claim that the photos were taken later than they actually were.

If you can, use a camera that automatically date-stamps each photo. If you videotape the premises, clearly state the date and time while you are taping, make a copy and send it to your landlord right away. Repeat this process when moving out.

RENTING A PLACE WITH OTHERS

When A Roommate Moves In Or Out, It Affects Your Relationship With Your Landlord.

When two or more people sign the same rental agreement or lease or enter into the same oral rental agreement, they are co-tenants and share the same legal rights and responsibilities. But there's a special twist. One co-tenant's negative behavior -- not paying the rent, for example -- can affect everyone's tenancy.

When One Roommate Doesn't Pay Rent

Co-tenants may decide to split the rent equally or unequally, depending on their personal wishes. However, such agreements don't affect the landlord. Each co-tenant is independently liable to the landlord for all of the rent. Landlords often remind co-tenants of this obligation by inserting into the lease a chunk of legalese that says that the tenants are "jointly and severally" liable for paying rent and adhering to terms of the agreement.

If one tenant can't pay a share of the rent in a particular month, or simply moves out, the other tenant(s) must still pay the full rent. Landlords often insist on receiving one rent check for the entire rent -- they don't want to be bothered with multiple checks from co-tenants, even if each co-tenant pays on time and the checks add up to the full rent. As long as you have been advised of this policy in the rental agreement or lease, it's legal for your landlord to impose it.

When One Roommate Violates the Lease or Rental Agreement

A landlord can legally hold all co-tenants responsible for the negative actions of just one, and terminate everyone's tenancy with the appropriate notice. For example, two co-tenants can be evicted even if only one of them seriously damaged the property or otherwise violated the lease or rental agreement.

In practice, however, landlords sometimes ignore the legal rule that all tenants are equally liable for lease violations, and don't penalize a blameless one. If the non-offending roommates pay the rent on time, do not damage the landlord's property and can differentiate themselves from the bad apple in the landlord's eyes, the landlord may want to keep them.

Agreements and Disagreements Among Roommates

For all sorts of reasons, roommate arrangements regularly go awry. If you have shared an apartment or house, you know about roommates who play the stereo too loud, never wash a dish, always pay their share of the rent late, have too many overnight guests, leave their gym clothes on the kitchen table, or otherwise drive you nuts. If the situation gets bad enough, you'll likely end up arguing with your roommates about who should leave. And in fact, roommates can make lots of informal agreements about splitting rent, occupying bedrooms, and sharing chores. Your landlord isn't bound by these agreements, and has no power to enforce them.

Only Landlords Can Evict Tenants

As a general rule, you can't terminate your roommate's tenancy by filing an eviction action. Only if you have sublet a portion of your rental -- so that you become your subleasees' landlord, or sublandlord -- can you control that roommate's tenancy. Another exception involves rentals governed by the few rent control statutes, such as the one in San Francisco, that allow a landlord to designate a "master tenant" -- usually a long-term tenant who was there first -- to perform many of the functions of a landlord. Master tenants have the right to choose -- as well as to evict -- tenants. If your municipality is subject to rent control, find out whether the scheme includes a provision for a master tenant

The more you can anticipate possible problems from the start, the better prepared you'll be to handle disputes that do arise. First, try to choose compatible housemates. Before you move in, sit down with your roommates and create your own agreement covering major issues, such as:

- **Rent.** What is everyone's share? Who will write the rent check if the landlord will accept only one check?
- **Space.** Who will occupy which bedrooms?
- **Household chores.** Who's responsible for cleaning, and on what schedule?
- **Food sharing.** Will you be sharing food, shopping, and cooking responsibilities? How will you split the costs and work?
- **Noise.** When should stereos or TVs be turned off or down low?
- **Overnight guests.** Is it okay for boyfriends/girlfriends to stay over every night?
- **Moving out.** If one of you decides to move, how much notice must be given? Must the departing tenant find an acceptable substitute?

It's best to put your understandings in writing. (See the sample roommate agreement below.) Oral agreements are too easily forgotten or misinterpreted. Be as specific as possible, especially on issues that are important to you. If dirty dishes in the sink drive you up the wall, write it down. If occasional guests are no problem, but you can't stand the thought of your roommate's (non-rent-paying) boyfriend hogging the bathroom every morning, make sure your agreement is clear on guests.

Most of this kind of agreement isn't legally binding -- that is, a judge won't order a tenant to clean the bathroom. Judges will, however, enforce financial agreements, such as how rent is to be shared. By far the greatest value of committing your understanding of co-tenant rights and responsibilities to writing is that it forces you and your housemates to take your co-tenancy responsibilities seriously. To underline this commitment, it's always wise to include a clause requiring co-tenants to participate in mediation before one of you breaks the agreement by moving out or running off to court. Our sample roommate agreement, below, includes such a clause.

Sample Roommate Agreement

Alex Andrews, Brian Bates, and Charles Chew are co-tenants at Apartment 2, 360 Capitol Avenue, Oakdale, Kentucky, under a year-long lease that expires on February 1, 20___. They have all signed a lease with the landlord, Reuben Shaw, and have each paid \$300 towards the security deposit of \$900. Alex, Brian, and Charles all agree as follows:

1. **Rent.** The rent of \$900 per month will be shared equally, at \$300 per person. Alex will write a check for the total month's rent and take it to the manager's office on the first of each month (or the next day if the 1st falls on a holiday). Brian and Charles will pay their share to Alex on or before the due date.
2. **Bedrooms.** Alex and Brian will share the large bedroom with the adjacent deck; Charles will have the small bedroom.
3. **Food.** Each co-tenant is responsible for his own food purchases.
4. **Cleaning.** Charles will clean his own room; Alex and Brian will clean theirs weekly. The household chores for the rest of the apartment -- living room, dining room, kitchen, and bathroom -- will rotate, with each co-tenant responsible for vacuuming, dusting, mopping, and bathroom maintenance on a weekly basis.
Each co-tenant will promptly clean up after himself in the kitchen. No one will leave dishes in the sink for more than 24 hours, and everyone will promptly clean up when asked.
5. **Utilities.** Everyone will pay an equal share of the electricity and gas bills. Alex will arrange for service and will pay the bill. Within three days of receiving the bill, Charles and Brian will each pay Alex one-third of the total.
6. **Phone.** Alex will arrange for phone service and cable and will pay the monthly bill. Within three days of receiving the phone bill, Alex, Brian and Charles will identify their own long-distance charges and Brian and Charles will each pay Alex their long-distance totals, plus one-third of the fixed charges. All roommates will share the cable bill equally.
7. **Guests.** Because of the apartment's small size, each tenant agrees to have no more than one overnight guest at a time and to inform the others in advance, if possible. Each co-tenant agrees to no more than four guests overnight in a month.
8. **Exam Periods.** During mid-term and final exam periods, no co-tenant will have overnight guests or parties.
9. **Violations of the Agreement.** The co-tenants agree that repeated and serious violations of one or more of these understandings will be grounds for any two co-tenants to ask the other to leave. If a co-tenant is asked to leave, he will do so within two weeks, and will forfeit any outstanding pre-paid rent.
10. **Leaving Before the Lease Ends.** If a co-tenant wants to leave before the lease expires on February 1, 200_, he will give as much notice as possible (and not less than one month) and diligently try to find a replacement tenant who is acceptable to the remaining co-tenants and the landlord.
11. **Security Deposits.** The co-tenant who leaves early (voluntarily or involuntarily) will get his share of the security deposit returned, minus costs of unpaid rent, repairs, replacement, and cleaning attributable to the departing tenant, when and if an acceptable co-tenant signs the lease and contributes his share to the security deposit. If an acceptable co-tenant cannot be found, the departing tenant will not receive any portion of his share of the security deposit until the tenancy of the remaining co-tenants is over and the security deposit is refunded, in whole or in part, by the landlord.
12. **Dispute Resolution.** If a dispute arises concerning this agreement or any aspect of the shared living situation, the co-tenants will ask the University Housing Office Mediation Service for assistance before they terminate the co-tenancy or initiate a lawsuit. This will involve all three tenants sitting down with a mediator in good faith to try to resolve the problems.

Alex Andrews

Date

Brian Bates

Date

Charles Chew

Date

TIPS FOR TENANTS

Know Your Rights When You Rent A House Or Apartment.

1. Bring your paperwork. The best way to win over a prospective landlord is to be prepared. Bringing the following information when you meet prospective landlords will give you a competitive edge over other applicants: a completed rental application; written references from landlords, employers, friends and colleagues; and a current copy of your credit report (see "How to Get a Copy of Your Credit Report," at the end of this list).

2. Review the lease. Carefully review all of the conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable -- for example, restrictions on guests, pets, design alterations, or running a home business.

3. Get everything in writing. To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understandings. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.

4. Protect your privacy rights. Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them.

5. Demand repairs. Know your rights to live in a habitable rental unit -- and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water, and electricity; and clean, sanitary, and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent.

6. Talk to your landlord. Keep communication open with your landlord. If there's a problem -- for example, if the landlord is slow to make repairs -- talk it over to see if the issue can be resolved short of a nasty legal battle.

7. Purchase renters' insurance. Your landlord's insurance policy will not cover your losses due to theft or damage. Renters' insurance also covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness. Renters' insurance typically costs \$350 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters; if you don't need that much coverage, there are cheaper policies.

8. Protect your security deposit. To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions. When you move in, do a walk-through with the landlord to record existing damage to the premises on a move-in statement or checklist.

9. Protect your safety. Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal, and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you.

10. Deal with an eviction properly. Know when to fight an eviction notice -- and when to move. If you feel the landlord is clearly is the wrong (for example, you haven't received proper notice, the premises are uninhabitable), you may want to fight the eviction. But unless you have the law and provable facts on your side, fighting an eviction notice can be short-sighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and your ability to easily rent from future landlords.

GET YOUR SECURITY DEPOSIT BACK

Don't let your landlord stiff you -- know the law.

Most states hold landlords to strict guidelines as to when and how to return security deposits. Landlords who violate these laws can be held to stiff penalties.

Wear and Tear

The general rule is that you are not responsible for normal wear and tear. For example, if the dishwasher must be replaced because it has simply worn out, that's the landlord's responsibility. If you or your guest cause damage by your unreasonable carelessness or deliberate misuse, however, you must pay for it. The cost of replacing the dining room carpet because your fish tank sprang a leak will properly come out of the deposit. You must leave a rental at least as clean as it was when you moved in.

Because "normal wear and tear" can be interpreted many different ways, disputes often arise. The bottom line is that the better you itemize and document the condition of your unit when you move in, the better case you'll have against a landlord who tries to gouge you on the way out.

Deadlines

Landlords are typically required to return security deposits within 14 to 30 days after you move out. For the amount of time in your state, see the chart below.

State	Deadline for Returning Security Deposit
Alabama	No statutory deadline
Alaska	14 days if the tenant gives proper notice to terminate tenancy; 30 days if the tenant does not give proper notice
Arizona	14 days
Arkansas	30 days
California	Three weeks
Colorado	One month, unless lease agreement specifies longer period of time (which may be no more than 60 days); 72 hours if a hazardous condition involving gas equipment requires tenant to vacate
Connecticut	30 days, or within 15 days of receiving tenant's forwarding address, whichever is later
Delaware	20 days
District of Columbia	45 days
Florida	15 to 60 days depending on whether tenant disputes deductions
Georgia	One month
Hawaii	14 days
Idaho	21 days, or up to 30 days if landlord and tenant agree
Illinois	30-45 days, depending on whether tenant disputes deductions
Indiana	45 days
Iowa	30 days
Kansas	30 days
Kentucky	30-60 days, depending on whether tenant disputes deductions
Louisiana	One month
Maine	21 days (tenancy at will) or 30 days (written rental agreement)

Maryland	30-45 days, depending on whether tenant has been evicted or has abandoned the premises
Massachusetts	30 days
Michigan	30 days
Minnesota	Three weeks after tenant leaves, and landlord receives mailing address; five days if tenant must leave due to building condemnation
Mississippi	45 days
Missouri	30 days
Montana	30 days (10 days if no deduction)
Nebraska	14 days
Nevada	30 days
New Hampshire	30 days
New Jersey	30 days; five days in case of fire, flood, condemnation, or evacuation
New Mexico	30 days
New York	Reasonable time
North Carolina	30 days
North Dakota	30 days
Ohio	30 days
Oklahoma	30 days
Oregon	31 days
Pennsylvania	30 days
Rhode Island	20 days
South Carolina	30 days
South Dakota	Two weeks to return entire deposit or a portion of it, and to provide reasons for withholding; 45 days for a written, itemized accounting if tenant requests it
Tennessee	No statutory deadline
Texas	30 days
Utah	30 days, or within 15 days of receiving tenant's forwarding address, whichever is later
Vermont	14 days
Virginia	45 days
Washington	14 days
West Virginia	No statutory deadline
Wisconsin	21 days
Wyoming	30 days, or within 15 days of receiving tenant's forwarding address, whichever is later;

60 days if there is damage

The landlord must send, to your last known address, either:

- Your entire deposit (plus interest, in some states and in some cities), or
- A written, itemized statement describing how the deposit was applied to back rent, cleaning, or repairs, plus the remainder of the deposit

This brochure is based in South Dakota law and is designed to inform, not to advise. No person should ever apply or interpret any law without the aid of an attorney who knows the facts and may be aware of any changes in the law.