



Know Your Rights

STATE-BY-STATE GUIDE

This guide is a resource for understanding tenant rights and responsibilities across all 50 states and the District of Columbia.

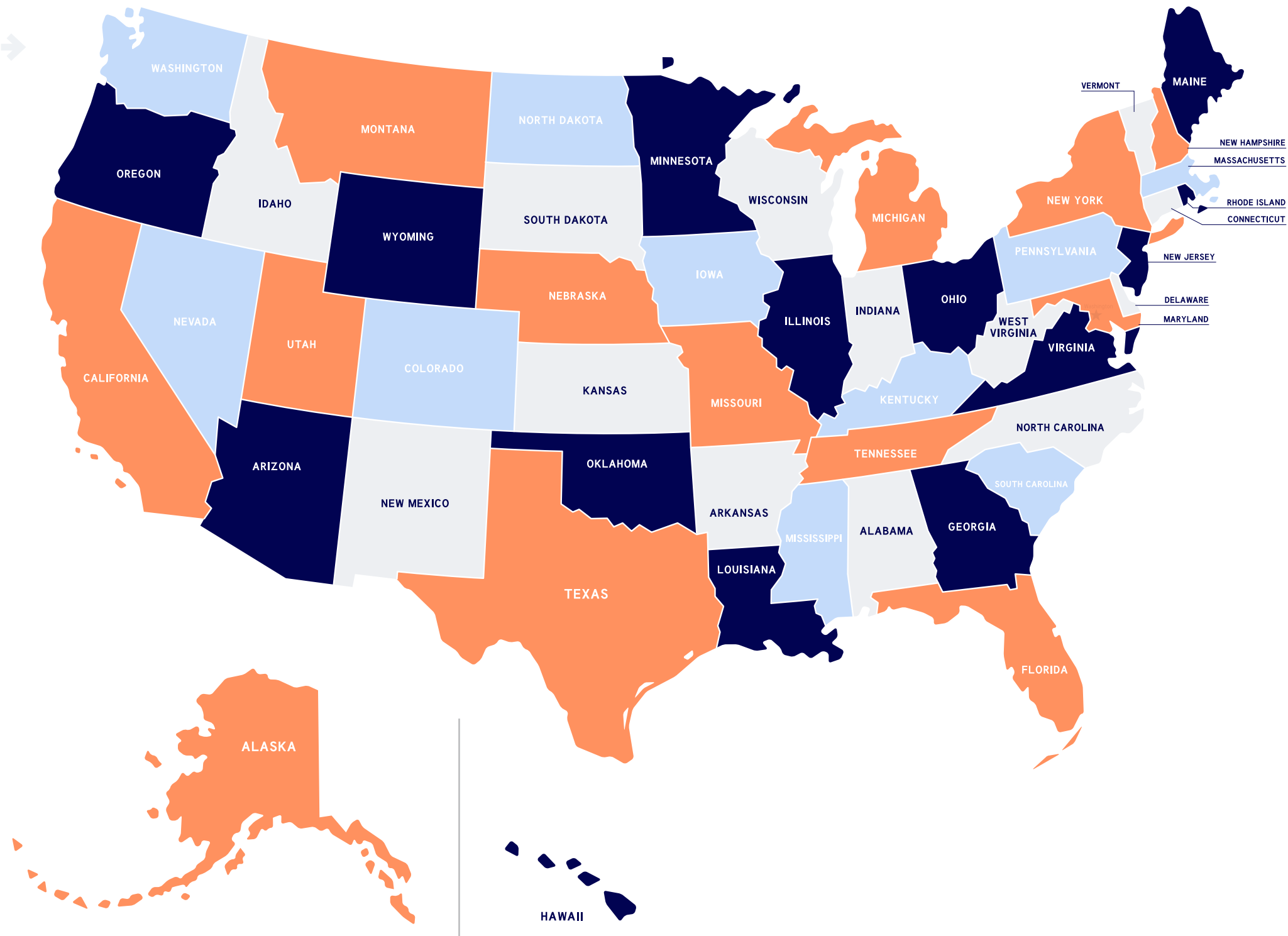
Dive into essential topics like repairs, security deposits, lease termination, and eviction laws specific to each state.

Empower yourself with knowledge to navigate any housing challenge confidently.

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Choose your state.

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Alabama

Tenant Responsibilities

- **Maintaining cleanliness:** keeping their residence clean and free from hazards and damages.
- **Respecting boundaries:** not disturbing other tenants.
- **Adhering to legal and lease boundaries:** tenants refrain from conducting illegal activities on the property and follow the leasing rules and regulations.

Repairs & Maintenance

- **Landlords must provide** heating, hot water, garbage containers, and smoke detectors. They are not required to provide carbon monoxide detectors.
- **Landlords must either fix or replace** the heating/AC, hot water, garbage containers, smoke detectors, mold, and pest control.

Security Deposit

- **Maximum:** 1 month's rent
- **Exceptions:** Landlords can collect more than 1 month's rent for pets, modifications to the property, or any other condition that could increase liability.
- **Inventory Requirement:** Landlords are not required to document the condition of the rental unit at the start of the lease term to collect security deposits.
- **Interest Requirement:** None
- **Time limit for return:** 60 days
- **Maximum penalty for late return:** Tenants can sue for twice the security deposit if not returned within 60 days.

Lease Termination

- **Tenants and Landlords must provide notice before terminating a lease:** seven days for weekly leases, and 30 days for monthly leases.
- Tenants can **legally terminate their lease** for the following circumstances: active military duty, uninhabitable unit, landlord harassment, or early termination clause in lease agreement.

Eviction

- **Nonpayment of Rent:** If a tenant misses a rent payment, landlords must give a 7-Day Notice to Pay. Failure to pay within seven business days can be grounds for eviction.
- **Violation of Lease Terms:** If a tenant violates a lease, landlords must provide a 7-Day Notice to Comply requesting they fix their behavior. Landlords can then file a 7-Day Additional Notice to Quit before filing for eviction with the court.
- **False Information:** If a tenant intentionally includes false or misleading information on their application or agreement, the landlord must provide a 7-Day Notice to Quit before filing for eviction with the court.
- **No Lease/End of Lease:** Often this type of eviction applies to tenants who are at the end of their lease and the landlord does not want to renew. If rent is paid on a month-to-month basis, a landlord must provide the tenant with a 30-Day Notice to Quit. If rent is paid on a week-to-week basis, a landlord must provide the tenant with a 7-Day Notice to Quit.
- **Material Health/Safety Violation:** A tenant can be evicted in Alabama if they violate a health, building, safety, or housing code. In these instances, the landlord is required to provide the tenant with a 7-Day Notice to Comply, giving the tenant seven business days to cure the issue before filing for an eviction case with the court.
- **Illegal Acts:** Illegal acts can serve as justification for eviction following the issuance of a 7-day termination notice. Criminal acts warrant the same eviction process as a regular lease violation.

Other

Rent Increases in Alabama

- Alabama **does not have rent control**, and state law prohibits cities and towns from creating their own rent control laws.
- Because Alabama does not have rent control, **landlords can raise the rent by any amount**, as often as they choose, but they cannot increase the rent during the lease term unless the lease agreement allows for it. Additionally, landlords cannot increase the rent out of discrimination of federally protected classes or in retaliation.
- Alabama state law does not specify how much notice landlords must give before increasing the rent. Landlords and tenants can agree on a minimum notice period for a rent increase in the lease agreement.

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Alaska

Tenant Responsibilities

- **Maintaining cleanliness:** keeping their residence clean and free from hazards and damages. Dispose of ash, trash, and other waste from dwelling unit in a clean and safe manner.
- **Respecting boundaries:** not disturbing other tenants.
- **Adhering to legal and lease boundaries:** tenants refrain from conducting illegal activities on the property and follow the leasing rules and regulations.

Repairs & Maintenance

- **Landlords are required** to make repairs within 10 days of being notified by the tenant.
- **In the case that the landlord fails to make repairs, tenants have three options:** 1) **Repair and deduct** - In some circumstances, tenants may repair the problem themselves and deduct the cost from their rent. Tenants should provide the intent to do this in writing and keep all receipts associated with the repairs. 2) **File a lawsuit** - Alaska tenants can sue for costs or a court order to force the landlord to make repairs. They can also cancel the rental agreement without having to go to court. 3) **Substitute housing** - The tenant can move into substitute housing until the issue is fixed if they provide the landlord with a written notice.

Security Deposits

- **Must be returned** within 14 days with no deductions or 30 days with deductions of the lease ending with an itemized statement of deductions and any remaining funds if applicable.
- **If landlords are late to return security deposits** tenants can sue for twice the amount wrongfully withheld, plus any court costs and attorney costs.

Lease Termination

- **When intending to vacate the rental at the end of the lease term or terminate the rental agreement,** tenants are required to give at least a 14-day notice for weekly leases, a 30-day notice for monthly leases, or within the timeframe specified in the lease.
- **NOTE:** Alaska tenants may legally break the lease early for reasons including: active military duty, landlord harassment, early termination clause, uninhabitable unit.

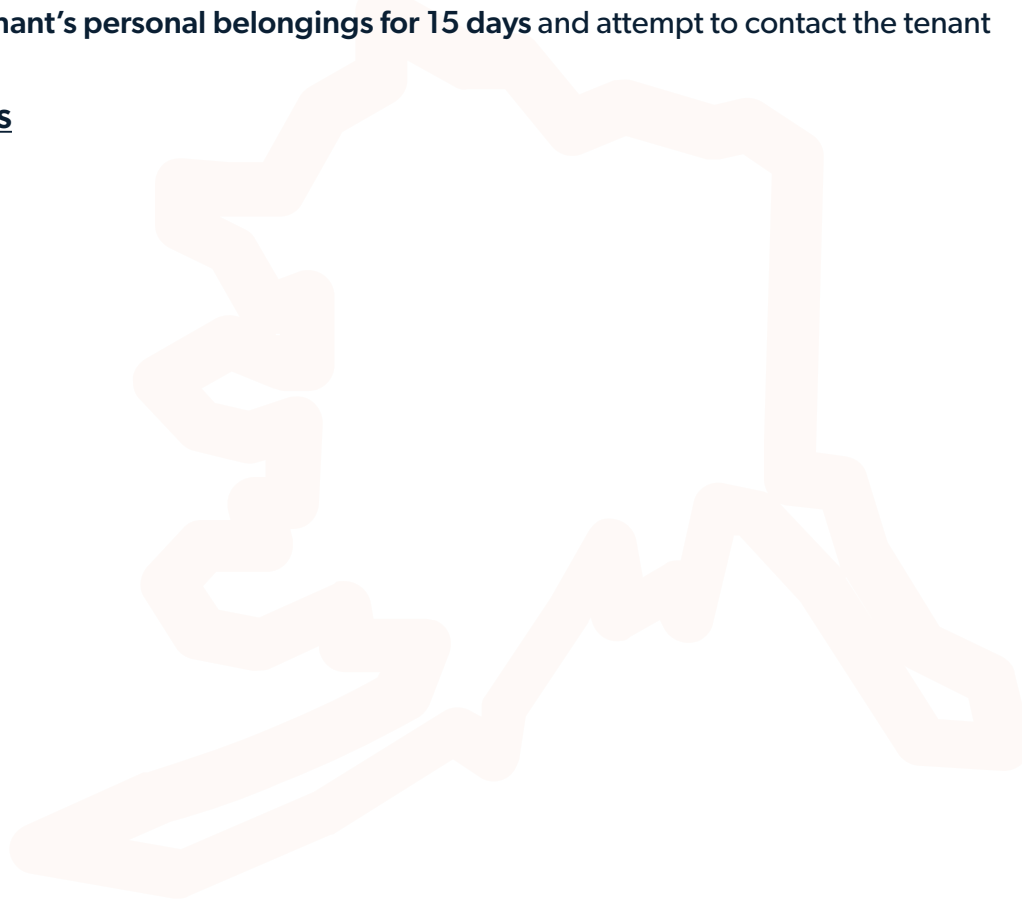
Eviction

- **Failing to pay rent :** 7-day notice to pay lease violation, 10-day notice to cure or quit
- **Failure to pay utilities:** 5-day notice to quit
- **Purposely damaging the property:** 1-day to 5-day notice to quit
- **Illegal activity:** 5-day notice to cure or quit
- **Non-renewal of lease/staying after the lease expires:** 14-day notice to quit for weekly leases or a 30-day notice to quit for monthly leases
- **Failure to allow landlord property access:** 10-day notice to quit
- **Landlords cannot legally remove a tenant** from the rental unit without a court order.

Other

- Landlords are required to provide a **30-day notice before raising the rent.**
- Landlords must provide a **24-hour notice before entering the property** unless it is an emergency.
- Landlords must **store the tenant's personal belongings for 15 days** and attempt to contact the tenant prior to discarding it.

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Arizona

Tenant Responsibilities

Arizona tenants have a set of responsibilities that contribute to maintaining a harmonious rental experience.

- **Primary responsibilities:** keep the rental property clean, safe, and in good condition. This includes promptly reporting maintenance issues to the landlord.
- Tenants are **required to pay their rent on time and in full** as outlined in the rental agreement.
- Tenants are expected to **adhere to any rules and regulations** specified in the rental agreement.
- Tenants must **provide proper notice when they intend to terminate their lease** and are responsible for any damages beyond normal wear and tear that occur during their tenancy.
- **Important times tenants should note:** Renters have 10 days to claim abandoned property and 5 days to pay rent or fix a health or safety violation. Tenants must provide a 30-day written notice before terminating a lease.

Repairs & Maintenance

Arizona residential landlords have important responsibilities they must adhere to maintain their rental property and tenant relationship. Some of the rental property owner's main duties include:

- Landlords are **required to make repairs within 10 days** of being notified by the tenant.
- Landlords must provide a **2-day notice before entering the property** unless it is an emergency.

Repairs & Maintenance (Cont.)

- Rental owners have **14 days to return the security deposit** at the end of a tenancy.
- Landlords must give a **30-day notice before increasing rent** or changing another element of the rental agreement.

Security Deposits

- Real estate investors **can only charge up to one and one-half month's rent** for a security deposit.
- Landlords are **not required to provide a receipt** and do not have to hold the security deposit in a separate bank account. Additionally, they do not have to pay interest on the deposit.
- At the end of a tenancy, landlords have **14 days to return the tenant's security deposit**.
- **There are several reasons a landlord can withhold some or all the tenant's security deposit. They are as follows:** unpaid rent, damages beyond normal wear and tear, non-refundable fees, cleaning fees.
- **Tenants can dispute deductions from their security deposit** by writing a letter of demand to the landlord. If an agreement is not reached, the tenant can file a claim to a small claim court. The landlord may be required to return the security deposit amount, plus pay additional fees if the court rules in the tenant's favor.

Lease Termination

- **Month-to-month leases:** rental owners must give at least 30 days notice prior to making any substantial change to the lease agreement, including raising rent. To quit a month-to-month lease, tenants or landlords must provide written notice 30 days before the end of the last month the tenant plans to live in the rental unit.
- **Longer leases:** landlords cannot make changes until the lease ends and the new tenancy begins unless otherwise specified.
- **NOTE:** Arizona rental law does not cover sublease and assignment provisions.

Eviction

- **There are several reasons a landlord may file for eviction in Arizona. The reasons include:** failing to pay rent, lease agreement violation, illegal activity, purposely damaging the property, end of lease term
- **Self-help evictions are illegal in Arizona,** and landlords must go through the formal eviction process to evict a tenant.
- **Before a landlord can file a case in court, they must first provide the tenant with a written notice of default and give the tenant at least:** five days to cure a payment default or health and safety violation, or ten days to cure other violations that are not health or safety violations.
- **In the case the landlord wants to terminate the lease without cause,** they must give the tenant a 30-day notice.
- **If the tenant fails to leave at the end of the tenancy,** then the landlord may pursue legal action.

Other

Arizona state law requires landlords to make the following disclosures to tenants in writing:

- **Lead-based paint** - Landlords who own rental units built before 1978 must provide information about the amount of lead-based paints used in the building.
- **Bedbugs** - Landlords must provide tenants with educational materials on bedbugs.
- **Name and address** - Landlords must provide the name and address of the person authorized to manage the premises and the owner of the property.
- **Security deposits** - Landlords must let their tenant know of the security deposit amount as well as their security deposit rights.
- **Disclosure of the Arizona Landlord Tenant Act** - Before lease signing, Arizona landlords must inform their tenant that the Act is available on the Arizona Department of Housing's website.
- **Copy of the lease document** - Landlords will provide a copy of the lease agreement at or before the commencement of the tenancy.

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Arkansas

Tenant Responsibilities

- Keep the **property clean and safe**.
- **Pay rent within 5 days** after receiving a notice.
- Renters must **provide a notice** in the time specified in the lease before terminating their tenancy.

Repairs & Maintenance

There are not many laws surrounding repairs and maintenance in Arkansas. There is no warrant of habitability, thus, landlords simply must provide the property “as is.” **Tenants must keep the property in the same condition as they received it.**

- **Landlords are not required to repair the dwelling or common spaces** (unless specified in the lease agreement), but if they choose to do so, they must do it correctly.
- **Tenants cannot withhold rent** if the landlord fails to make repairs or use the “repair and deduct” remedy.
- **NOTE:** Tenants cannot pursue legal action if their repair request is not fulfilled.

Security Deposits

- **Landlords can only charge up to the equivalent of two months’ rent for a security deposit**, but this law applies only to landlords who rent six or more properties.
- **Landlords are not required to provide a receipt and do not have to hold the security deposit in a separate bank account.** They also do not have to pay interest on the deposit.
- At the end of a tenancy, **landlords have 60 days to return the tenant’s security deposit.**

Security Deposits (Cont.)

- **There are several reasons an Arkansas landlord can withhold some or all the tenant’s security deposit. They are as follows:** unpaid rent, damages beyond normal wear and tear.
- **Landlords must provide an itemized list of charges withheld** within the 60-day time frame after the tenant leaves the property.
- **Landlords can keep the entire amount of the security deposit** if the damage costs or unpaid rent exceed the total amount of the deposit.

Lease Termination

- **The landlord may terminate the rental agreement for any reason** but must give one rental period’s notice for an oral lease. In the case of a written lease, the landlord must provide notice according to the terms of the lease.
- **If the tenant wishes to terminate the lease, they must provide notice within the time specified on the lease agreement.**

Eviction

Arkansas eviction laws provide several reasons a landlord may proceed with the eviction process. The reasons include:

- **Unlawful Detainer** - if a tenant fails to pay rent on time or at all, the landlord must wait five days before taking action. If the rent is still unpaid after five days, the landlord can give the tenant an unconditional notice to quit. The tenant then has three days to leave. If they do not vacate the property, the landlord can file an unlawful detainer suit.
- **Violating house or lease rules** - In the case the tenant violates rules or regulations, the landlord must send a 14-day written notice to cure or quit.
- **Illegal activity** - If the tenant is discovered to be partaking in illegal activity in or on the property, the landlord can send an immediate, unconditional written notice of eviction. If the tenant does not leave within three days of the notice, the landlord can proceed with legal action.

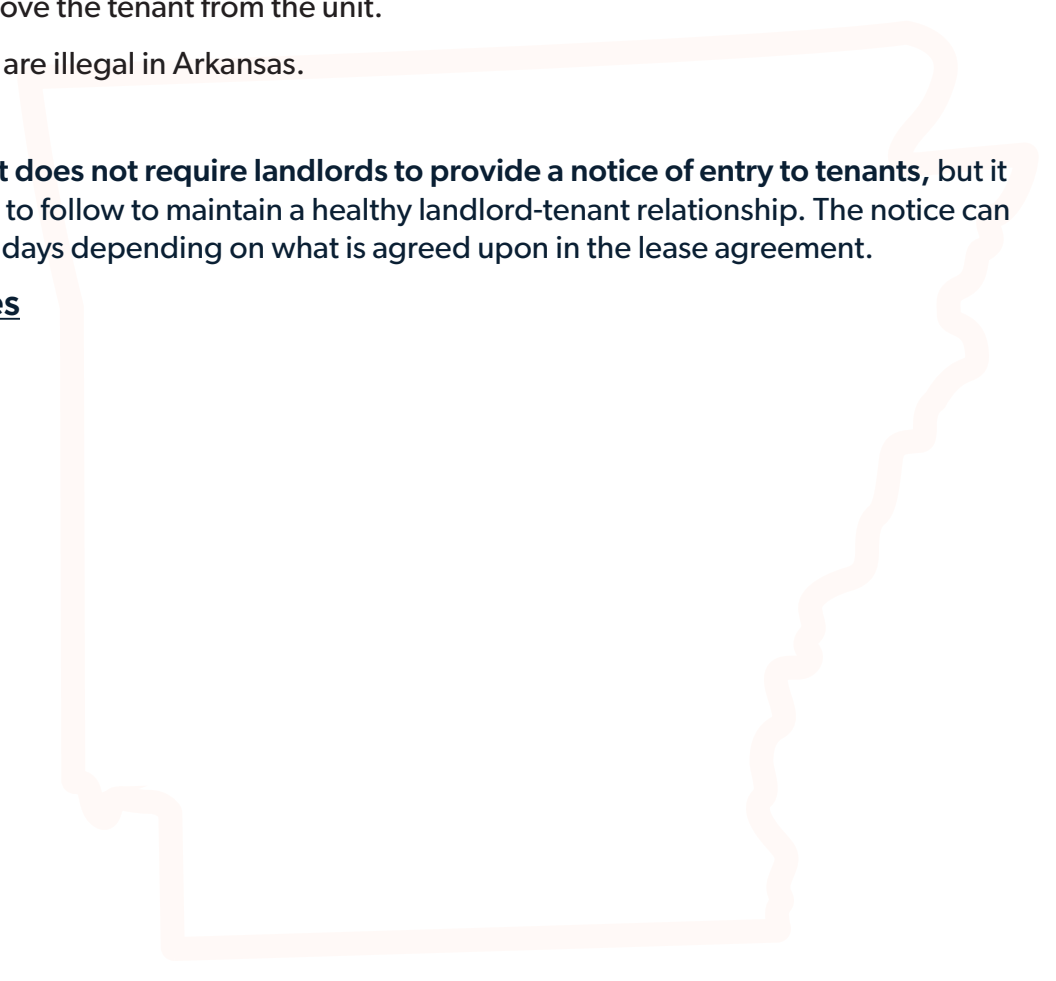
Eviction (Cont.)

- **If the landlord files a complaint with the court, the tenant has five days to object to the eviction in writing.** After the response is received, a hearing will be held. If the tenant does not file an objection, the county sheriff can remove the tenant from the unit.
- **NOTE:** Self-help evictions are illegal in Arkansas.

Other

- **Arkansas is unique in that it does not require landlords to provide a notice of entry to tenants,** but it is generally a good practice to follow to maintain a healthy landlord-tenant relationship. The notice can range from 24 hours to two days depending on what is agreed upon in the lease agreement.

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California

Tenant Responsibilities

Effective communication is key in California's landlord-tenant relationship. Keeping lines of communication open and updating the rental agreement as necessary is important.

If there are any changes to the property rules, both parties should agree, and the lease should be updated accordingly. In the event of issues, addressing them promptly can prevent them from becoming major problems. This approach also fosters a positive relationship between the landlord and tenant, which can lead to a more stable, long-term rental situation.

Repairs & Maintenance

- The rental agreement should outline **who is responsible for maintaining the property and making necessary repairs.**
- Landlords are responsible for keeping the property habitable, while tenants are responsible for keeping the property clean and undamaged.

Security Deposits

The amount that rental property owners can require for security deposits varies based on whether the rental unit is furnished.

- **Unfurnished units:** landlords can charge up to two months' rent.
- **Furnished units:** landlords can ask for up to three months' rent in addition to the first month's rent.

Security Deposits (Cont.)

- **Non-refundable security deposits are prohibited in California.** A legislative proposal is currently under consideration that could reshape this landscape. This bill seeks to limit security deposits to just one month's rent, regardless of whether the unit is furnished.
- **Property owners have the right to use security deposits for certain expenses when a tenant moves out.** These include covering unpaid rent, cleaning costs needed to restore the unit to its original condition, and repairs for any damage beyond normal wear and tear. However, regular property upkeep cannot be deducted.
- For the return of security deposits, **California law mandates that landlords return any unused portion of the deposit within 21 days of the tenant's departure.** If there are any deductions, the landlord must provide an itemized statement explaining them.
- While **California does not require landlords to pay interest on security deposits** at the state level, certain local rent control laws may impose this obligation.

Lease Termination

- If property owners wish to terminate the lease, **they must provide a written notice stating the reason and the timeframe** for tenant compliance or vacating.
- Tenants with less than a year's tenancy receive a 30-day Notice to Quit, while those with a year or more get a 60-day notice.
- **Multiple notices, like a "3-Day Notice to Pay Rent or Quit" and a "30-Day Notice to Quit," may be issued concurrently for persistent late rent payments.** Proper delivery and completeness of these notices are essential, or a court could invalidate any eviction attempt. These protocols ensure clarity and fairness in the landlord-tenant relationship.

Eviction

Eviction, or 'unlawful detainer' in California, is a legal process and must be handled through the court system:

- It starts with a notice from the landlord — such as a three-day notice to pay rent or quit. **The landlord can file an unlawful detainer lawsuit if the tenant does not remedy the violation or vacate the premises within the notice period.**
- **The tenant then has the right to contest the eviction in court.** If the court rules in the landlord's favor, the sheriff will enforce the eviction.
- **NOTE:** "Self-help evictions" (such as changing locks or turning off utilities) are illegal in California. All evictions must follow this legal process.

Other

It is important to note that **many of California's required disclosures are conditional, meaning that they may not be relevant to every rental property.** These laws ensure that tenants are well-informed about the property they are leasing, helping them make decisions about their living situation. It also helps protect rental property owners by ensuring they fulfill their legal obligations.

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Colorado

Tenant Responsibilities

Colorado tenants have key duties they must adhere to during the duration of their tenancy. Renters are primarily responsible for the following:

- Paying rent on time
- Keep the property safe and in good condition
- Make minor repairs and keep the property free of trash

Repairs & Maintenance

Under Colorado landlord-tenant law, landlords are legally required to keep the implied warranty of habitability or keep the property in habitable condition for every tenant. This includes performing necessary repairs in a timely manner. Once properly notified by a renter, landlords have 24 to 96 hours (depending on the situation) to make repairs.

If the landlord fails to make repairs, the Colorado tenant is allowed to use the “repair and deduct” remedy under extremely certain conditions. They are as follows:

- Tenants are required to send two separate written notices and allow two waiting periods of up to four days each before making a repair themselves.
- The problem must be a breach of Colorado’s implied warranty of habitability, which means the issue affects a tenant’s health or safety and makes the rental unit unlivable.
- If a tenant or their guests caused the issue, repair and deduct is not allowed.

- In a case concerning a condition that merely involves a nonfunctioning appliance, if the landlord remedies the condition within 14 days after receiving the notice, the tenant cannot use the repair and deduct remedy.
- Repair costs cannot exceed one month’s rent, and tenants can only use the repair and deduct remedy twice in 12 months.
- It is important to note that renters cannot withhold rent for any reason in Colorado including repair and maintenance issues. Additionally, tenants are responsible for keeping the property safe and in good condition, which includes making minor repairs as needed.

Security Deposit

There are no laws that limit how much a Colorado rental property owner can charge for a security deposit. Other Colorado security deposit laws to note:

- Security deposit receipts are not required.
- Landlords do not have to pay interest on security deposits.
- Landlords do not have to store security deposits in a separate bank account.
- At the end of a tenancy, the security deposit must be returned within 60 days from the end of the tenancy with a written statement covering exact reasons for deductions and any remaining funds if applicable.
- Colorado real estate investors have the right to withhold a portion or all the tenant’s security deposit if:
 - There are damages beyond normal wear and tear.
 - The tenant still owes rent or utilities.
 - Cleaning is required to return the property to the state it was in at the inception of the tenancy.
 - Any other reason that brings financial difficulty to the landlord outside of normal upkeep of the unit.
- Colorado rental law make it so that landlords cannot withhold security deposits without valid reasons or more than the allowable deductions. This could result in a penalty against the landlord.

Lease Termination

Colorado tenants can terminate the lease early under certain conditions. Those conditions are:

- Active military service
- Hazardous or uninhabitable rental unit
- Domestic violence
- Early termination clauses

Eviction

There are several reasons a landlord may file for eviction in Colorado. The reasons and the required notices are as follows:

- **Unpaid rent:** When tenants fail to pay rent by the due date, landlords may serve a five-day notice to pay if the landlord has five or less rental properties. For all other tenancies, landlords must provide a 10-day notice to pay. If the tenant does not pay rent in the specified time frame, the rental owner may move forward with the eviction process and file a Forced Entry Detainer and Summons.
- **Lease violation:** If a tenant violates the lease, the landlord may issue a five-day notice to fix the issue if the landlord has five or less rentals. For all other tenancies, landlords must provide a 10-day notice. If the tenant fails to do so, the landlord may file a lawsuit for unlawful detainer.
- **Illegal activity:** If a landlord has evidence of criminal activity taking place in the rental unit, they may file a 3-day unconditional notice to quit. If the tenant does not leave, the landlord may file for formal eviction.

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Connecticut

Tenant Responsibilities

Tenants in Connecticut have responsibilities to uphold to maintain a well-functioning rental arrangement. These obligations include:

- Paying rent on time
- Keeping the property safe and in good condition
- Maintaining a quiet environment that does not disturb other renters or neighbors
- Adhering to the terms outlined in the lease agreement

Repairs & Maintenance

Connecticut state law requires landlords to do the following:

- Provide a clean apartment when the tenant moves in
- Provide a rental unit that complies with local health and safety conditions
- Keep plumbing and heating systems working (both hot and cold running water)
- Additionally, the following may be necessary in accordance with state and local housing, health, fire, and environmental codes and regulations:
 - Correctly repair stairways, porches, floors, ceilings, and walls
 - Install good locks on the doors of the apartment
 - Provide safe fire exits from the building
 - Compliance with regulations regarding weatherization standards and procedures (for properties participating in the rental assistance program)

- Upon written notice from tenants, landlords have 15 days to make repairs.
- If large repairs that breach the warrant of habitability are not fixed in a timely manner, Connecticut renters can withhold rent until repairs are made or use the “repair and deduct” remedy. They can also choose to abandon the property if it is uninhabitable.
- Tenants are also responsible for maintaining the rental which involves making small repairs when needed.

Security Deposit

Landlords in Connecticut can only charge up to the equivalent of two months’ rent for a security deposit. However, if the tenant is older than 62 years old, the landlord cannot charge more than one month’s rent equivalent. Other important Connecticut security deposit laws to note:

- Connecticut does require landlords to provide tenants with a security deposit receipt for cash payments.
- Connecticut tenants will earn interest on rent paid on time (within the grace period). Late payments will not accrue interest, except in certain circumstances.
- The state does require landlords to store the security deposit in an escrow account, where it can earn annual interest.
- At the end of a tenancy, the security deposit must be returned within 30 days or 15 days after receiving written notification of the tenant’s forwarding address, whichever is later. Tenants can sue for twice the security deposit amount, plus court costs, if it is returned late.

Connecticut rental owners have the right to deduct the value of damages from the security deposit because of the tenant failing to comply with the lease agreement or law such as causing damages beyond normal wear and tear.

Lease Termination

Connecticut state code requires leases over a year or longer to be in writing, but both written and oral agreements are accepted for leases of less than a year. However, it is always recommended to have a documented agreement in any case since it grants rights and responsibilities to both the landlord and renter.

Landlords in the state have the right to terminate a rental agreement for reasons such as unpaid rent, lease violations, or expiration of the lease term. State law does not specify how much notice should be provided. Similarly, tenants may end the rental agreement early for military reasons and domestic violence. They must notify the landlord in writing.

While the state does not require landlords to include certain clauses, it is important to be familiar with the recommended clauses you should include in your lease agreement.

Eviction

In Connecticut, a landlord can move forward with the eviction process for several reasons, and the required notice period depends on the specific situation. Here are the reasons a landlord can evict a tenant and the required notice period:

- **Unpaid rent:** If a tenant fails to pay rent, the landlord must serve a 3-day notice to quit, which means the tenant has three days to pay the rent or leave the property.
- **Lease violation:** If a tenant violates the lease agreement, the landlord can serve a 15-day notice to comply or vacate. If the tenant repeats the same or a similar lease violation within a 6-month period, the landlord does not have to offer them a second chance to fix the issue and can instead serve them a 3-day notice to vacate.
- **End of lease term:** If the tenant does not vacate the property after the expiration of the lease term, the landlord can serve a 3-day notice to quit, but the tenant must be given until the end of the time when they would normally pay rent.
- **Illegal activity:** If a landlord has documentation of illegal activities occurring on the property, then they may issue a 15-day unconditional notice to quit. No notice is required if the renter is convicted of using the rental unit for prostitution or illegal gambling.

It is essential to note that rental property owners must follow specific procedures and comply with Connecticut law when evicting a tenant. This means that self-help evictions, the act of forcibly removing renters or their possessions, are strictly prohibited.

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Delaware

Tenant Responsibilities

Tenants in Delaware have obligations to fulfill to maintain a well-functioning rental agreement. These responsibilities include:

- Paying rent on time
- Maintaining the unit in good condition
- Performing small maintenance jobs as needed
- Maintaining a quiet environment that does not disturb other renters or neighbors
- Adhering to the terms outlined in the lease agreement

Repairs & Maintenance

- Landlords in Delaware cannot rent out a property unless it meets basic health and safety requirements. This means it must meet the warrant of habitability. If it breaches the warrant of habitability, tenants can report landlords to government authorities for unsafe living conditions.
- In Delaware, landlords must make repairs within 15 days of written notification from the tenant.
- If the landlord fails to make repairs in a timely manner, tenants can sue the landlord for costs, or submit a court order to force the landlord to make the repairs. In some severe cases, Delaware renters have the option to terminate the lease agreement early or use the “repair and deduct” remedy. They may also withhold rent altogether.

Security Deposit

- Delaware rental owners can only charge up to the equivalent of one month’s rent for the security deposit except for furnished rental units, for which there is no limit. Landlords must hold the security deposit in a federally insured bank with an office in the state.
- At the end of a tenancy, the security deposit must be returned within 20 days. Tenants can sue for twice the amount wrongfully withheld, plus court costs, if it is returned late.
- Landlords in the state have the right to withhold a portion or all the security deposit if there are damages beyond normal wear and tear, unpaid rent, late fees, or costs due to early termination of the lease agreement.

Lease Termination

Both landlords and tenants in Delaware have the right to terminate the rental agreement early for certain reasons. Landlords can terminate the lease early if the tenant fails to pay rent, violates the lease agreement, or partakes in criminal activity.

Eviction

In Delaware, a landlord can move forward with the eviction process for several reasons, and the required notice period depends on the specific situation. Here are the main reasons a landlord can evict a tenant and the required notice period:

- **Unpaid rent:** If a tenant fails to pay rent, the landlord must serve a 5-day notice to pay, which means the tenant has five days to pay the rent or leave the property. If they do not pay, then the landlord can move forward with eviction.
- **Lease violation:** If a tenant violates the lease agreement, the landlord can serve a seven-day notice to comply or vacate. If the tenant fails to abide by the regulations, the landlord may move forward with eviction. Landlords are not required to provide a notice for a second violation.

- **End of lease/no lease:** Landlords are required to provide a 60-day notice to quit for at-will tenants prior to moving forward with an eviction.
- **Illegal activity:** If a landlord has documentation of illegal activities occurring on the property, they may move forward with the eviction process immediately.

It is important to note that landlords in Delaware must follow specific procedures and comply with state law when evicting a tenant. This means that self-help evictions, which is the act of forcibly removing tenants or their belongings, is strictly prohibited.

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District of Columbia

Tenant Responsibilities

In Washington D.C., a tenant has certain responsibilities that they must fulfill. These include providing the landlord with notice before vacating the unit, abiding by the rental agreement terms, keeping noise levels down, informing the landlord of needed repairs, and paying rent on time.

Repairs & Maintenance

Landlords in Washington D.C. have a legal obligation to keep the rental unit in good repair. This includes providing hot water, heat, working plumbing, and electrical systems.

Security Deposit

Housing providers must disclose the amount of security deposit they require from tenants and any conditions under which the deposit may be withheld.

Washington D.C. laws limits the amount of security deposit that landlords can collect from their tenant, and landlords must provide a written receipt of the security deposit.

Lease Termination

The tenant must give the required amount of notice determined by the rental agreement or, if this is not specified in the rental agreement, by the periods for which the rent is payable Housing providers in Washington D.C. must give notice to tenants about their rights as domestic violence victims.

This includes the right to break a lease early without penalty if they are a victim of domestic violence and the right to request additional security measures to ensure their safety.

Eviction

Judicial process is required for all evictions. Furthermore, in all cases other than non-payment of rent, a filing with the Rental Accommodations Division (RAD) is required. A tenant may not be evicted just because the initial lease term expires, or because the rental property has been foreclosed upon.

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Florida

Tenant Responsibilities

At all times during the tenancy, a tenant must:

- Comply with all building, housing and health codes and keep the dwelling clean and sanitary.
- Remove garbage from the dwelling in a clean and sanitary manner.
- Keep plumbing fixtures clean and in good repair.
- Not destroy, deface, damage, impair or remove any part of the premises or property belonging to the landlord, nor permit any person to do so.
- Conduct themselves and require their guests to conduct themselves in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace; and
- Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

Repairs & Maintenance

The landlord may enter the rental unit on reasonable notice to the tenant and at a reasonable time to make repairs to the premises.

"Reasonable notice" is defined as 12 hours prior to entry, and "reasonable time" is defined as between the hours of 7:30 a.m. and 8 p.m.

The landlord may also enter under any of the following circumstances:

- With the consent of the tenant.
- When the tenant unreasonably withholds consent.
- In case of an emergency; or
- When the tenant is absent from the premises for a period equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

Security Deposit

On vacating the premises for termination of the lease:

- If the landlord does not intend to impose a claim on the security deposit, they must return your deposit within 15 days or,
- Within 30 days, the landlord must give you written notice of how much of the deposit will be kept and why. This must be done by certified mail, to the tenant's last known mailing address. If this notice is not sent as required within the 30-day period, the landlord forfeits their right to impose a claim on the deposit.
- After receiving the landlord's notice of intention to impose a claim, you will have 15 days to object in writing. If no written objection is received, the landlord may then deduct the amount of their claim and shall remit the balance of the deposit to you within 30 days after the date of the notice of intention to impose a claim for damages.

Lease Termination

Under certain circumstances, if allowed by the provisions of the rental agreement, a rental agreement may be ended when either party gives written notice to the other of their intention. The amount of notice required is determined by the rental agreement or, if this is not specified in the rental agreement, by the periods for which the rent is payable.

For example, if the rent is due weekly, seven days' notice is required. For monthly rental payments, 15 days' notice is required. Send all correspondence relating to your intentions to the landlord by mail or deliver it by hand and insist on a receipt. It is usually a good idea to speak with the landlord in person too.

When you move from a rental unit, regardless of the duration, be sure to settle all accounts. Terminate utility service the day you leave, notify the landlord, post office and others of your address change, and leave the premises in a clean condition. If it can be arranged, it is always best to take a last walk-through with the landlord and document any damages.

Eviction

A landlord must notify a tenant in writing of any perceived noncompliance except for the failure to pay rent.

If the issue can be corrected, the tenant will have seven days in which to make the correction. If the tenant still has not complied after seven days, the landlord can begin the eviction process based on noncompliance.

If the issue is one in which the tenant should not be given an opportunity to correct it (i.e., destruction, damage, intentional misuse or continued unreasonable disturbance), the tenant will have seven days to surrender the premises.

Each eviction case is unique, so be sure to obtain legal advice. A landlord MAY NOT evict you solely in retaliation for the tenant complaining to a governmental agency about code violations or asserting other tenant rights.

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Georgia

Tenant Responsibilities

Tenants must keep the rented premises clean and safe, dispose of garbage cleanly and safely, and refrain from damaging the property. Tenants must also comply with the lease and building rules and cannot unreasonably disturb their neighbors.

Repairs & Maintenance

Landlords in Georgia are responsible for maintaining the property, ensuring it meets health and safety codes. This includes keeping the electrical, plumbing, sanitary, heating, and ventilation systems in good and safe working order. Owners are also responsible for providing and installing working smoke detectors.

Security Deposit

While there is no limit on how much a rental property owner can ask for as a security deposit in Georgia, there are specific rules concerning its return.

Upon termination of the lease, the landlord has one month to return the security deposit to the tenant. If any amount is retained due to unpaid rent or damage beyond what is considered normal wear and tear, the owner must provide an itemized list of the damages and their estimated dollar value.

If the property owner fails to return the deposit or give this list within the specified timeframe, the tenant may be entitled to recover the withheld amount, plus damages and attorney's fees.

Lease Termination

In Georgia, breaking a lease under specific conditions is possible, often involving "reasonable notice." Usually, a written notice must be given to the property owner or landlord. However, it is important to understand that breaking a Georgia lease agreement might come with penalties, like forfeiture of the security deposit or obligation to pay rent for the remainder of the lease term.

The conditions under which a lease can be broken and its consequences are typically detailed in the lease agreement itself. Consult a real estate attorney or legal resources like Georgia Legal Aid for advice.

Eviction

Landlords have the right to receive rent in a timely manner, have their property maintained and undamaged (beyond normal wear and tear), and have the terms of the lease agreement adhered to by the tenant. Property owners can take legal action, including eviction proceedings, if a tenant fails to meet these obligations.

However, landlords also have obligations to meet. They must ensure the property is fit to live in and meets basic safety and health codes. They should also respect the tenant's privacy and can enter the property for inspections or repairs only after giving reasonable notice, usually 24 hours.

If a landlord fails to meet these responsibilities, tenants may have the right to certain remedies. They might repair serious defects themselves and deduct the cost from the rent, or in severe cases; they may be able to break the lease without further liability.

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Hawaii

Tenant Responsibilities

Renters in Hawaii must keep the rented premises clean and safe, dispose of garbage cleanly and safely, and refrain from damaging the property.

Tenants must also comply with the lease and building rules and cannot unreasonably disturb their neighbors.

Repairs & Maintenance

Hawaii tenants have the right to live in a rental unit that meets local housing codes and regulations. In addition to providing a safe and healthy living environment, landlords must do the following regarding repairs and maintenance:

- Make all the repairs necessary to keep the premises habitable.
- Keep all electrical, plumbing, and other facilities in good working condition.
- Provide and maintain garbage bins and arrange for the removal of waste except for single-family residences.
- Provide running water as reasonably required except when the building type is exempted by law.

Landlords in Hawaii are required to make repairs within 12 days after receiving written notice from the tenant. If the landlord fails to make the repairs in a timely manner, tenants may use the “repair and deduct” remedy, take legal action, or cancel the rental agreement.

When using the “repair and deduct” remedy, tenants must provide the landlord with repair receipts and can only deduct up to \$500 from the next month’s rent.

Security Deposit

Landlords in Hawaii are allowed to collect a security deposit at the start of a tenancy to cover any damages that exceed normal wear and tear. Security deposits in Hawaii cannot exceed one month’s rent.

Other important Hawaii security deposit laws to note:

- Landlords do not have to provide a receipt for a security deposit.
- Landlords are not required to pay interest on security deposits.
- Landlords do not have to hold the security deposit in a separate bank account.
- Once tenants vacate a rental, landlords have 14 days to return the tenant’s security deposit with an itemized statement of deductions and any remaining funds if applicable.

Landlords can legally withhold a portion or all the funds to cover unpaid rent, damages beyond normal wear and tear, cleaning costs, attorney’s fees, and compensation in case of early termination of the lease.

If the security deposit is returned late, the tenant can sue for the full security deposit plus three times the amount wrongfully withheld and court costs.

Lease Termination

If a tenant wishes to terminate a lease, they must provide a certain amount of notice to the landlord. Week-to-week leases must provide 10 days’ notice, month-to-month leases must provide 28 days’ notice, and for all other lease times, there is no statute.

Tenants can only terminate a lease agreement early if:

- The lease includes an early termination clause
- They have active military duty
- The landlord harasses the tenant
- The tenant is a victim of domestic violence

If a Hawaii tenant terminates a lease early, they may be liable to pay the rest of the rent payments.

Eviction

Hawaii state law allows landlords to move forward with the eviction procedure for several reasons, and the required notice period depends on the specific situation. Here are the main reasons a landlord can evict a tenant and the required notice period:

- **Unpaid rent:** If a tenant fails to pay rent, the landlord may issue a written 15-day notice to pay. If the tenant still does not pay, then the landlord may move forward with the eviction process.
- **Lease violation:** If a tenant violates the lease agreement, the landlord can serve a 10-day notice to comply or vacate. But, for violations such as property damage or material health and safety issues, landlords may give a notice to quit.
- **Illegal acts:** If a landlord has proof of illegal activity on the property, they can give the tenant a 24-hour notice to quit for common nuisances. If the nuisance is not corrected, the landlord can give the tenant a 5-day notice to quit before filing for eviction. If the illegal activity causes irreparable harm to other tenants or the rental property, an unconditional notice to quit can be given. For any other illegal activity that does not endanger other tenants or the rental property, a 10-day notice to comply should be given.
- **Other valid reasons for eviction in Hawaii** include: the end of the lease, short-term rental conversion, demolition of the rental unit, and condominium conversion.

It is important to note that landlords in Hawaii cannot change the locks or lock the tenant out of the property without a court order, even if the tenant has not paid their rent. This would be considered a form of self-help eviction.

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Idaho

Tenant Responsibilities

Tenants in Idaho are accountable for certain responsibilities that guarantee a smooth tenancy and a safe and sanitary living environment. Their main responsibilities include:

- Keep their property compliant with regular housing parameters in Idaho

Repairs & Maintenance

Tenants in Idaho have their own set of duties to uphold to maintain a healthy and respectful landlord-tenant relationship. These duties are as follows:

- Pay rent on time
- Keep the unit in clean and habitable condition, including making small repairs when necessary
- Maintain a clean and sanitary living environment
- Not disturb other tenants or neighbors
- Comply with the rental agreement

Security Deposit

Landlords in Idaho are allowed to collect a security deposit at the start of a tenancy to cover property damage and other unforeseen costs. The state does not limit how much landlords can charge for a security deposit.

Other important Idaho security deposit laws landlords should note:

- State law does not require a receipt for security deposits.
- Landlords do not have to pay interest on security deposits.

- Security deposits do not have to be held in a separate bank account.
- Upon termination of a lease, landlords have 21 days to return the security deposit to the tenant. With it, landlords should include a written statement of any deductions made and why they were made.

Reasons landlords can legally withhold a portion or all the funds in Idaho include damage beyond normal wear and tear, cleaning costs, and unpaid rent and utilities.

If the deposit is returned late or not returned at all, Idaho renters can sue for three times the deposit plus the court costs.

Lease Termination

Tenants can only terminate a lease agreement early if:

- Active military duty
- Landlord harassment
- Early termination clause
- Uninhabitable unit

Eviction

Idaho state law lets landlords move forward with the eviction process for several reasons, all with similar notice periods. Here are some of the key reasons a landlord can evict a tenant:

- **Unpaid rent:** If a tenant fails to pay rent in Idaho, the landlord may issue a three-day notice to pay. If the tenant still does not pay, the landlord may proceed by filing a Forcible Entry and Unlawful Detainer with the court.
- **Lease violation:** If a tenant violates the terms of the lease agreement, the landlord can also issue a three-day notice to comply or vacate. But for serious violations, the landlord does not have to provide a chance for the tenant to remedy the issue. In either case, if the tenant does not agree to the terms, the landlord can file for eviction.

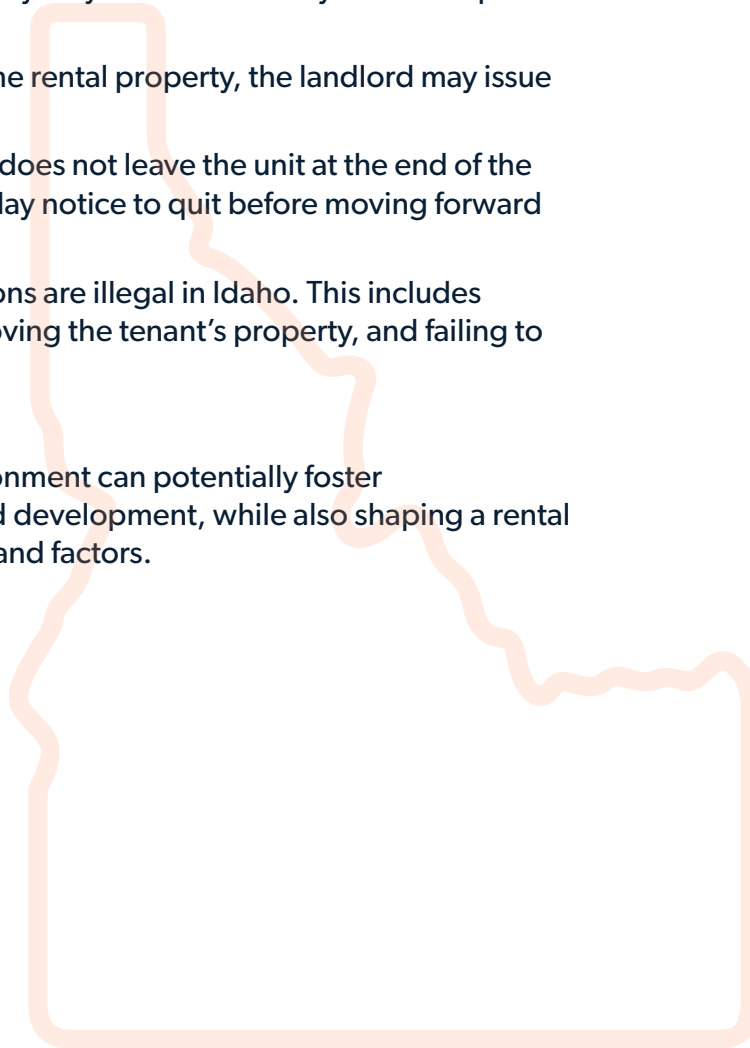
- **Illegal drug activity:** If the landlord is aware that the tenant is involved in illegal drug activity on the rental premises, they may issue a three-day notice to quit before filing for eviction.
- **Waste:** If a tenant commits waste on the rental property, the landlord may issue a three-day notice to quit.
- **End of lease or no lease:** If the tenant does not leave the unit at the end of the tenancy, the landlord must give a 30-day notice to quit before moving forward with eviction procedures.

It is important to note that self-help evictions are illegal in Idaho. This includes changing locks, shutting off utilities, removing the tenant's property, and failing to provide proper notice.

Other

Idaho has no rent control laws. This environment can potentially foster opportunities for property investment and development, while also shaping a rental landscape influenced by supply and demand factors.

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Illinois

Tenant Responsibilities

Aside from being required to pay rent on time, Illinois tenants must comply with the required state laws during the lease:

- Keep the property in good condition.
- Provide any required repair service for the unit.
- Do a regular maintenance service to the utilities.
- Not disturb other neighbors or tenants.

Repairs & Maintenance

While Illinois law does not state any specific responsibilities for the landlord, they are expected to provide the tenant a habitable unit that complies with local housing laws.

Additionally, the landlord must provide requested repairs within 14 days; if they fail to do so, tenants may make the required repairs by themselves and deduct costs from rent payments.

Security Deposit

There is not a minimum or maximum amount of security deposit that the landlord may charge, so it is assumed that they can charge any amount they consider appropriate.

According to landlord-tenant laws in Illinois, the landlord must return the security deposit to the tenant within 45 days of the date they leave the unit.

If the landlord decides to withhold a security deposit partially, they must send an itemized list of damages to the tenant within 30 days of them moving out; in that case, the landlord must provide the necessary repairs within 30 days. If the landlord fails to make these repairs, they must give the deposit back within 45 days of the tenant leaving. Otherwise, they might be sued by their tenant.

The landlord may legally withhold a security deposit in these two scenarios:

- There's unpaid rent.
- Some damages exceed normal tear and wear.

Lease Termination

Illinois tenants can terminate the lease after it ends. However, they must provide the following notice depending on the type of lease:

- Weekly Lease - Seven -day notice
- Monthly Lease - 30-day notice
- Quarterly Lease - Non-applicable
- Yearly Lease - 60-day notice

Alternatively, the lease may be terminated early for any of the following reasons:

- Domestic violence
- Unacceptable living conditions
- Early termination clauses
- Active military duty
- Regardless of the reason, tenants may be required to pay rent until the agreement ends, and they may not be allowed to fully break the lease after said rent is paid.

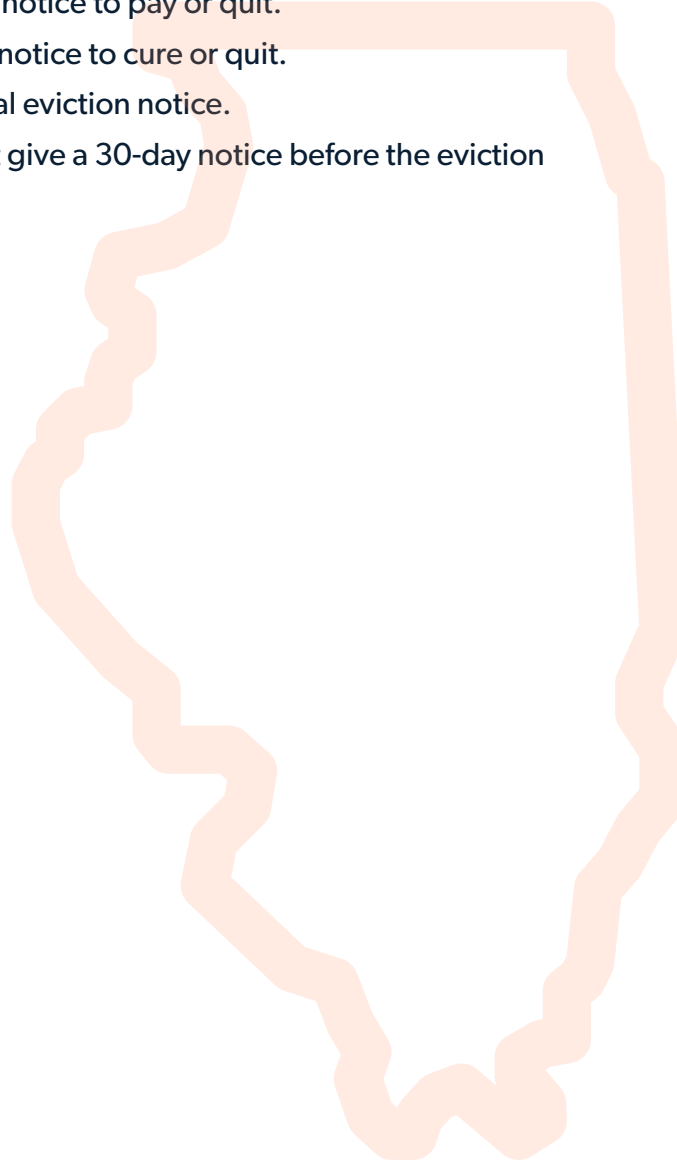
Eviction

Illinois landlords may terminate the agreement for any of the following reasons:

- **Nonpayment of Rent:** Five-day eviction notice to pay or quit.
- **Breach of Lease Terms:** 10-day eviction notice to cure or quit.
- **Criminal Activity:** Five-day unconditional eviction notice.

In the case of at-will tenants, landlords must give a 30-day notice before the eviction process happens.

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Indiana

Tenant Responsibilities

Indiana tenants have a set of responsibilities to uphold to maintain the property. Explore some of these obligations below:

- Keep the property in good condition.
- Paying rent on time
- Maintaining appliances and keeping them in working order
- Keeping the unit safe and habitable, free from any hazards
- Not disturbing other tenants or neighbors
- Complying with the rules and regulations of the rental agreement

Repairs & Maintenance

Indiana tenants must give the landlord notice of the problem and a reasonable time to fix it. Put the date on the notice and keep a copy for yourself. You must give the landlord access to the unit to make repairs.

If the conditions are bad, you can also contact your local board of health or code enforcement office to report the conditions in your home.

Unlike some states, Indiana does not have a law that lets tenants withhold rent or make repairs and deduct it from the rent.

If you do not pay rent, you could be evicted. There may be limited cases where you can repair and deduct, but you should talk to a lawyer first.

Security Deposit

Indiana rental property owners can collect a security deposit at the beginning of the lease to cover potential property damage and other unforeseen costs at the end of the tenancy. In Indiana, there is not limit for how much a landlord can charge for a security deposit.

Additional security deposit laws Indiana landlords should know include:

- Landlords are not required to provide a receipt for a security deposit.
- Landlords do not have to pay interest on security deposits.
- Landlords do not have to hold the deposit in a separate bank account.
- At the end of a lease, Indiana landlords have 45 days to return the security deposit. If deductions were made, they must also provide a list of the itemized deductions, including the damaged item, approximate repair costs, and amount deducted from the security deposit
- Landlords can legally withhold a portion or all the deposit for reasons including unpaid rent, damage beyond normal wear and tear, costs due to a breach of lease, and damage due to illegal activity.
- If the landlord fails to return the security deposit in a timely manner, renters can sue for the full deposit plus court costs and attorneys' fees.

Lease Termination

To terminate lease agreements early, tenants must provide a certain amount of notice to the landlord. Week-to-week leases are required to provide 30 days' notice, month-to-month leases are required to provide 3 months' notice, and for all other lease periods, there is no statute for how much notice to provide. year-long leases are also required to provide 30 days' notice.

Tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Uninhabitable unit
- Domestic violence

Eviction

Indiana law permits landlords to evict tenants from their rental units for certain legal reasons, and depending on the reason, a specific notice period must be given.

Here are the main reasons and required notice periods for evictions:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 10-day notice to pay. If rent continues to go unpaid, the landlord may proceed with an eviction.
- **Lease Agreement Violation:** If a tenant violates the terms of the lease agreement, the landlord can issue a notice to cure or vacate. Indiana law does not specify a specific time frame for this eviction reason.
- **Illegal Activity:** If illegal activity is committed on the rental property, the landlord may issue a 45-day notice to quit.
- **No lease or end of lease:** If the tenant stays or holds over past the end of the tenancy, the landlord must provide them a notice to quit. The notice period depends on the length of the lease. For year-long leases, landlords must provide a 90-day notice to quit.

Like in most states, self-help evictions are illegal in Indiana. A self-help eviction includes changing locks, removing crucial infrastructure like doors and windows, and interrupting or reducing services like utilities.

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Iowa

Tenant Responsibilities

Renters in Iowa have an obligation to manage to maintain a healthy and respectful landlord-tenant relationship. Their main duties include:

- Paying rent on time
- Keeping the unit in safe and clean condition, including keeping all plumbing fixtures clean
- Making minor repairs when necessary
- Not disturbing other tenants or neighbors
- Not deliberately harming or neglecting any part of the dwelling unit

Repairs & Maintenance

Iowa landlords must comply with building and housing codes to maintain their properties in good condition. After being notified by a tenant of a maintenance issue, landlords have seven days to make the repair.

If the landlord fails to make the repair in a timely manner, tenants have several options: suing for costs, filing a court order to force the landlord to make the repair, or canceling the rental agreement early. In certain cases, they can use the “repair and deduct” remedy, but they must first notify the landlord of their intention to do so.

Iowa tenants may also abandon the property altogether if there is material non-compliance with the rental agreement or non-compliance that affects the tenant’s health and safety.

Security Deposit

Iowa landlords are allowed to collect a security deposit at the start of a lease to cover property damage and other unforeseen costs. They, however, cannot charge more than two months’ rent for the deposit.

Landlords should also note these other important Iowa security deposit laws:

- Landlords do not have to provide a receipt for a security deposit.
- Landlords must pay interest on security deposits after a tenancy has gone on for five years.
- Security deposits must be held in a trust account or a federally insured bank, savings and loan association, or credit union.
- At the end of a lease, landlords have 30 days to return the security deposit to the tenant. If the landlord made deductions, they must provide a written statement outlining the specific reasons they withheld the deposit.

Landlords can legally withhold a portion or all the funds if there is unpaid rent, damages beyond normal wear and tear, eviction costs, and other charges outlined in the lease agreement.

If the deposit is returned late or not returned at all, Iowa tenants can file a lawsuit seeking twice the monthly rent, the full security deposit, actual damages, and attorneys’ fees.

Lease Termination

If a tenant wishes to terminate a lease early, they must provide a certain amount of notice to the landlord. Week-to-week leases are required to provide 10 days’ notice, month-to-month leases are required to provide 30 days’ notice, and year-long leases are also required to provide 30 days’ notice.

Tenants terminate a lease agreement early for the following reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Uninhabitable unit
- Illegal lease term

It is important to note that in Iowa tenants may still be liable to pay the rest of the rent owed on the lease, even if they terminate early for legal reasons.

Eviction

There are certain legal reasons an Iowa landlord can move forward with the eviction process. The main reasons and the required notice period are as follows:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a three-day notice to pay. If the tenant still does not pay, the landlord may proceed with an eviction.
- **Lease Agreement Violation:** If a tenant violates the terms of the lease agreement, the landlord can also issue a seven-day notice to cure or vacate. If the issue is not cured within those seven days, the landlord must issue a three-day notice to quit before moving forward with the eviction process.
- **Illegal Activity:** In Iowa, if illegal activity is committed within 1,000 ft. of the rental property, the landlord may issue a three-day notice to quit.
- **Safety Violations/Material Health:** If the tenant violates a health, safety, or housing code, the landlord may issue a seven-day notice to comply. If the tenant still does not correct the issue, the landlord must issue a three-day notice to quit before filing for an eviction.

It is important to note that self-help evictions are illegal in Iowa. This includes forcibly removing the tenant or their possessions from the rental property and diminishing services such as interrupting major utilities.

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Kansas

Tenant Responsibilities

Kansas renters have their own set of responsibilities to manage while residing in a rental unit. This is to maintain the property and landlord-tenant relationship. Some of their main duties are as follows:

- Pay rent on time
- Keep the unit safe and habitable, including the removal of trash and making minor repairs
- Not disturb other tenants or neighbors
- Alert the landlord if leaving for an extensive period

Repairs & Maintenance

Kansas rental laws require landlords to comply with housing codes, meaning they must maintain all electrical, plumbing, sanitation, and mechanicals in good condition. After receiving written notice from a tenant, landlords have 14 days to make repairs.

If a landlord fails to make the repair in a time manner, tenants have several actions they can take: suing for costs, filing a court order to force the landlord to make the repair, or canceling the rental agreement early. Kansas does not allow the tenant to withhold rent or use the “repair and deduct” remedy.

Security Deposit

Kansas rental property owners can collect a security deposit at the start of the tenancy to cover potential property damage and other unforeseen costs. They can only charge up to one month’s rent for the deposit, except the limit is higher for furnished rentals, pet-friendly rentals, and mobile homes.

There are additional Kansas security deposit statutes landlords should know:

- Landlords do not have to provide a receipt for a security deposit.
- Landlords do not have to pay interest on security deposits.
- Kansas state law does require security deposits to be held in a federally insured bank or trust account separate from personal funds.
- At the end of a lease, landlords have 30 days to return the security deposit in full, or 14 days after the landlord determines deductions. Landlords can withhold a portion or all the deposit if there is unpaid rent and late fees, damage beyond normal wear and tear, and additional charges outlined in the lease.

If the landlord fails to return the security deposit in a timely manner, renters can sue for one and one-half times the deposit amount wrongfully withheld.

Lease Termination

Tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Uninhabitable unit

It is important to note that in Kansas tenants may still be required to pay the rest of the rent owed on the lease, even if they terminate early for legal reasons.

Eviction

Kansas landlords can only start the eviction process for certain legal reasons, and before starting that process they must provide the tenant notice of the issue. Explore the reasons and the required notice periods for evictions below:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a three-day notice to pay. If rent continues to go unpaid, the landlord may proceed with an eviction.

- **Lease Agreement Violation:** If a tenant violates the terms of the lease agreement, the landlord can issue a 30-day notice to cure or vacate, but the tenant must fix the issue within 14 days.
- **No lease or end of lease:** If the tenant stays past the end of the tenancy, the landlord must provide them a notice to quit. The notice period depends on the length of the lease. Week-to-week leases must provide a seven-day notice to quit, less-than-three months must provide a 3-day notice to quit, and year-to-year leases must provide a 30-day notice to quit.

Self-help evictions are illegal in Kansas as they are in most states. A self-help eviction includes forcibly removing the tenant or their possessions from the rental or reducing services.

Other

Kansas landlords must provide renters with the following required disclosures before the start of a lease:

- **Lead-based paint:** Landlords with rentals built before 1978 must provide information about concentrations of lead paint.
- **Authorized authorities:** Landlords must provide the names and addresses of all parties involved in owning and managing the property.
- **Move-in checklist:** Landlords must conduct a thorough walk-through of the property with tenants and create a written record of the condition of the rental.

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Kentucky

Tenant Responsibilities

Kentucky renters have a set of obligations to uphold while renting from a landlord. They must:

- Pay rent on time
- Keep the unit in a clean and functioning condition, including the plumbing fixtures
- Not purposefully damage the property
- Not disturb other tenants or neighbors
- Comply with the rules and regulations of the rental agreement

Repairs & Maintenance

Kentucky holds landlords in the state responsible for providing and maintaining their rental unit in habitable condition, meaning it must comply with building and housing codes both state and local. If the landlord violates this statute, tenants can usually report the landlord to government authorities for unsafe living conditions.

In Kentucky, landlords have 14 days to make repairs after receiving written notice from a tenant. If they fail to do so, tenants can take several actions: suing for costs, filing a court order to force the landlord to make the repair, and even canceling the lease agreement early. Tenants may also use the “repair and deduct” remedy for minor repairs but need to notify the landlord before they do so and subsequently provide an itemized statement of the repairs done.

Security Deposit

Kentucky landlord-tenant law permits rental owners to collect a security deposit at the beginning of a lease to cover potential property damage and other unforeseen costs. Kentucky does not limit how much a landlord can charge for their security deposit. Other important security deposit laws for Kentucky landlords to know include:

Landlords are not required to provide a receipt for a security deposit.

- Landlords do not have to pay interest on security deposits.
- Landlords are required to hold the security deposit in a separate bank account intended only for that purpose. Landlords shall notify tenants of the location of the account and the account number.

Unlike most states, Kentucky law does not have a statute requiring landlords to return the security deposit within a specific timeframe after the tenant has moved out. However, they must notify the tenant in writing of any deductions in writing and hold the deposit for up to 60 days while they wait for a response from the renter.

Landlords can legally withhold a portion or all the deposit for reasons including damage other than normal wear and tear and unpaid rent, utilities, and fees.

Lease Termination

Tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Landlord harassment
- Uninhabitable unit

Kentucky renters who break their lease early for legal reasons may still be liable for paying the rest of the rent owed on the lease.

Eviction

Kentucky state law allows landlords to evict tenants from their rental units for certain legal reasons, and depending on the reason, a specific notice period must be given.

Here are Kentucky's main reasons and the required notice period for evictions:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 7-day notice to pay. If rent continues to go unpaid after that 7-day period, the landlord may proceed with an eviction.
- **Lease Agreement Violations:** For lease violations, landlords are required to issue a 14-day notice to cure or vacate. If the violation continues or happens again within six months, the landlord can issue a 14-day unconditional notice to quit that initiates immediate eviction.
- **No Lease or End of Lease:** If tenants' holdover or stay past the end of the tenancy, the landlord must provide them a notice to quit. The notice period depends on the length of the lease. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit.

Same as most other states, self-help evictions are illegal in Kentucky. A self-help eviction includes removing or excluding the tenant from the unit and interrupting or reducing services like major utilities.

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Louisiana

Tenant Responsibilities

Louisiana renters have a set of responsibilities to uphold while living in a rental unit. They must:

- Pay rent on time
- Keep the unit in a clean and functioning condition, including the plumbing fixtures
- Not purposefully damage the property
- Comply with all health and safety housing laws

Repairs & Maintenance

Louisiana landlords must provide a habitable rental property and maintain it throughout the lease, ensuring that it meets basic health and safety requirements. If a landlord violates this requirement, tenants can report the landlord for unsafe living conditions.

After receiving written notice from a tenant, landlords must make repairs within a “reasonable timeframe.” If the landlord fails to do so, renters can sue for costs or file a court order to force the landlord to make the repairs. They can also cancel the rental agreement early or use the “repair and deduct” remedy.

Security Deposit

Louisiana landlord-tenant law allows rental owners to collect a security deposit to cover potential property damage and other unforeseen costs at the end of a lease. Louisiana does not limit how much a landlord can charge for a security deposit.

Additional security deposit laws Louisiana landlords should know:

- Receipts are not required for security deposits.
- Landlords do not have to pay interest on security deposits.
- Security deposits do not have to be held in a separate bank account.
- At the end of a lease, landlords have one month to return a security deposit to the tenant. If they withhold a portion or all the deposit, they must provide the tenant with an itemized statement covering the amount retained and why.
- Landlords can legally withhold a portion or all the deposit for reasons including damage other than normal wear and tear, costs due to breaching the lease agreement, and any unpaid rent, utilities, and late fees.
- If the landlord fails to return the security deposit on time, tenants can sue for twice the amount wrongfully withheld or \$300, whichever is greater, plus small claim court costs and lawyer fees.

Lease Termination

Tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Lease violation

Louisiana renters who break their lease early for legal reasons may still be liable for paying the rest of the rent owed for their lease period.

Eviction

Louisiana permits landlords to evict tenants for certain legal reasons, and depending on the reason, a specific notice period is required. The reasons and notice periods for Louisiana evictions are as follows:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 5-day notice to pay. If the terms are not met after the five-day period, landlords may proceed with the eviction process.

- **Lease Violation:** For lease violations, landlords are required to issue a 5-day notice to quit. In Louisiana, landlords do not have to wait for tenants to correct the issue before moving forward with the eviction.
- **No Lease or End of Lease:** If tenants' holdover or stay past the end of the tenancy, the landlord must provide them a notice to quit. The notice period depends on the length of the lease. Week-to-week leases must provide a 5-day notice to quit and month-to-month leases must provide a 10-day notice to quit. Leases longer than one month require a 30-day notice to quit.

It is important to note that self-help evictions are illegal in Louisiana. This includes locking a tenant out of the property, removing the tenant's possessions from the property, or taking the eviction "into their own hands."

Other

Ranking 26th on this list of landlord-friendly states, Louisiana's state law seemingly favors landlords over tenants. This is clear in its lack of rent control laws and the ability for landlords to set and increase rental rates, evict tenants, and enter properties whenever they choose. Louisiana is also known for having one of the fastest eviction processes in the country, and landlords can file a lawsuit against tenants who do not pay rent within three days after it is due without providing written notice beforehand.

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Maine

Tenant Responsibilities

Maine tenants have responsibilities to uphold while residing in a rental unit. They must:

- Pay rent on time
- Keep the unit in a safe and habitable condition
- Make small repairs when necessary
- Not disturb neighbors or other renters

Repairs & Maintenance

Maine requires rental owners to supply safe and habitable properties that comply with local health and safety regulations. This includes making repairs within a “reasonable” time after receiving written notice from tenants.

If the landlord fails to make repairs in a timely manner, Maine tenants can take a few actions: sue the landlord for costs, file a court order to force the landlord to make repairs, or cancel the rental agreement altogether. They also have the option of using the “repair and deduct” remedy for minor repairs.

Security Deposit

Maine landlords are allowed to collect a security deposit to cover unforeseen costs like damage beyond common wear and tear at the end of a lease. Landlords cannot charge more than the equivalent of two-months’ rent for the deposit, but for mobile homes, the limit is three-months’ rent.

Additional key Maine security deposit laws include:

- Landlords must provide the tenant with a receipt for security deposits made in cash.
- Landlords only must provide interest for mobile homes.
- Security deposits must be held in a bank or another financial institution.
- For a fixed-term lease, Maine landlords have 30 days to return a tenant’s security deposit after a lease ends. For at-will tenancies, the landlord has only 21 days. Allowable deductions include unpaid rent, utility bills, cleaning costs, damage exceeding normal wear and tear, and costs of storing and disposing of unclaimed property.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for twice the amount wrongfully withheld, plus attorney’s fees and court costs.

Lease Termination

Maine renters can end the lease early for the following legal reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Uninhabitable unit

Unless the tenant can find someone to take over the lease, the tenant may be liable for paying the remainder of the rent. However, the landlord must make a reasonable effort to re-rent the property.

Eviction

There are legal reasons landlords can evict a tenant in Maine, and depending on the reason, landlords are required to provide a specific notice period. The reasons and required notice periods for evictions in Maine include:

- **Unpaid Rent:** If a tenant fails to pay rent when due, the landlord may issue a written 7-day notice to quit. If the renter still does not pay, the landlord may proceed with eviction.

- **Lease Violation:** For lease violations, landlords are also required to issue a 7-day notice to quit. After the notice period, if the tenant has not corrected the lease violation, the landlord may begin the eviction procedure.
- **Safety Violations:** Landlords can issue a 7-day notice to quit to tenants who violate health, safety, or housing codes.
- **Illegal Activity:** Same as safety violations, landlords are required to issue a 7-day notice to quit for illegal acts committed on the property.
- **No Lease or End of Lease:** If tenants stay past the end of the tenancy, the landlord must provide them a 30-day notice to quit, regardless of the length of the tenancy.

Other

Maine is a landlord-friendly state—it even ranks 12th on this list of the most landlord-friendly states. This is because, at the state level, Maine does not have any rent control laws and has fewer regulations around required amenities for habitable housing. However, Maine does have laws that favor tenants like the Maine Unfair Trade Practices Act.

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Maryland

Tenant Responsibilities

Maryland tenants have responsibilities to uphold while living in a rental unit. They must:

- Pay rent on time
- Keep the unit in a clean and habitable condition, including fixtures
- Perform small repairs and maintenance when necessary
- Not disturb neighbors or other renters

Repairs & Maintenance

Maryland rental property owners are required by law to provide habitable rental properties that comply with health and safety regulations. This involves making repairs within a “reasonable time” but no greater than 30 days after receiving notice from tenants.

If the landlord fails to make repairs within that time frame, renters can take a few actions: sue for costs, file a court order to force the landlord to make repairs, or use the rental escrow law.

Security Deposit

Maryland law allows landlords to collect a security deposit to cover unforeseen costs like damage beyond normal wear and tear at the end of a lease period. However, landlords cannot charge more than two months’ rent for the deposit. Before collecting the deposit, landlords must complete an initial inspection and allow tenants to attend upon request.

Here are a few additional key Maryland security deposit laws to note:

- Landlords must provide the tenant with a written receipt of the security deposit that includes specific disclosures like the tenant’s right to an initial inspection.
- Landlords must pay interest on security deposits held longer than six months.
- Security deposits must be held in a separate interest-bearing bank account, a certificate of deposit, or in securities.

In Maryland, landlords have 45 days to return a tenant’s security deposit after a lease ends. If deductions were made, the landlord should provide a written list of the damages and a statement of the cost actually incurred. Allowable deductions include unpaid rent, damage exceeding normal wear and tear, and additional costs due to a breach of the lease agreement.

If the landlord fails to return the security deposit within 45 days, tenants can sue for four times the amount wrongfully withheld, plus attorney’s fees.

Lease Termination

Maryland tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Domestic violence or sexual violence
- Landlord harassment
- Early termination clause
- Uninhabitable unit

Tenants who break their lease early may still be held responsible for paying the remainder of rent payments on the lease. However, landlords are required to make reasonable efforts to re-rent the property.

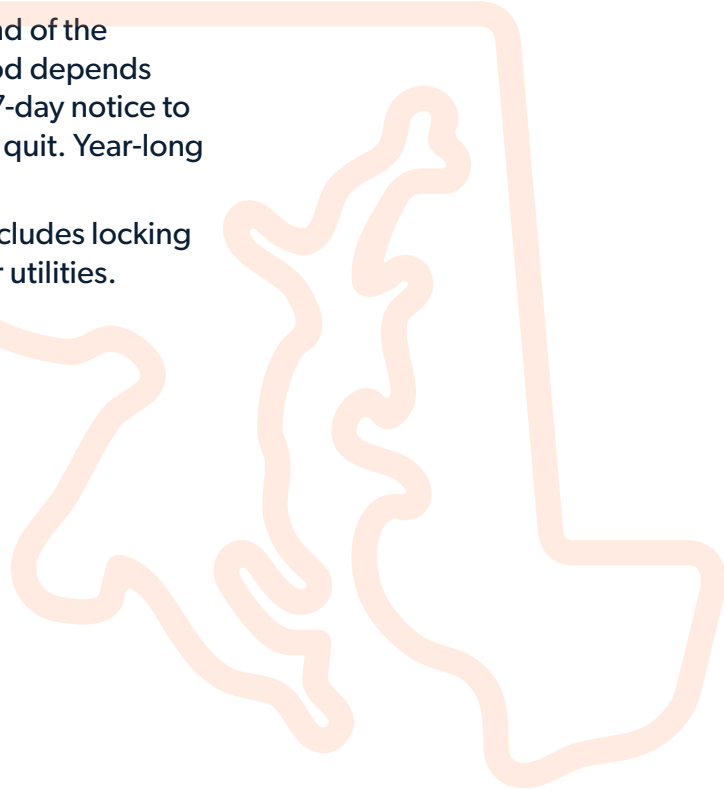
Eviction

There are certain reasons landlords can evict tenants in Maryland, and depending on the reason, Maryland law requires landlords to provide a specific notice period before initiating the eviction process. The reasons and notice periods for Maryland evictions include:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may start the eviction process immediately.
- **Lease Violation:** For lease violations or illegal activity, landlords are required to issue a 30-day notice to quit. If the tenant remains on the property after the notice period, landlords may move forward with the eviction procedure.
- **No Lease or End of Lease:** If tenants' holdover or stay past the end of the tenancy, the landlord must provide them notice. The notice period depends on the length of the lease. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit. Year-long leases or longer require a 90 day notice to quit.

Like in other states, self-help evictions are illegal in Maryland. This includes locking a tenant out of the rental property or reducing services such as major utilities.

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Massachusetts

Tenant Responsibilities

Massachusetts tenants have a set of obligations to manage while living in a rental unit. They must:

- Pay rent on time
- Keep the unit in a clean and habitable condition, including fixtures
- Perform small repairs and maintenance as needed
- Not disturb other renters or neighbors

Repairs & Maintenance

Massachusetts landlords must provide a habitable rental property that complies with the state sanitary code and safety regulations of the local Board of Health. This involves keeping essential services, such as major utilities, in good, working condition.

After receiving written notice from a tenant, landlords must make repairs within a “reasonable amount of time,” usually 14 days.

If the landlord fails to make repairs within that time limit, renters can sue for costs, file a court order to force the landlord to make repairs, and use the “repair and deduct” remedy, in which they can make the repairs themselves and deduct the cost from the following rent payment.

Security Deposit

Massachusetts state law allows rental property owners to collect a security deposit to cover potential damage and other unforeseen costs at the end of a lease period. Landlords in the state cannot charge more than one month’s rent for the deposit.

Ten days after the start of the tenancy, landlords must provide the renter with a written statement describing the condition of the rental unit.

Additional security deposit laws Massachusetts landlords should know include:

- A written receipt for the security deposit is required.
- For security deposits held for a year or longer, landlords must pay interest on them at the end of each year.
- Security deposits must be held in a separate interest-bearing bank account, and the landlord must inform the tenant of the bank and account number.
- At the end of a lease, landlords must return the security deposit within 30 days with interest, unless they plan to make deductions. Allowable deductions include unpaid rent, water bills, damage exceeding normal wear and tear, and real estate taxes.

If the landlord fails to return the security deposit within 30 days, tenants can sue for three times the amount due, plus court costs, attorney fees, and 5% interest.

Lease Termination

Tenants can terminate a lease agreement early for the following reasons:

- Active military duty
- Domestic violence
- Landlord harassment
- Early termination clause

Like in other states, Massachusetts renters who break their lease early even for legal reasons may be liable for paying the rest of the rent owed. Their landlord is not required to help re-rent the unit.

Eviction

Massachusetts allows landlords to evict tenants for certain reasons, and depending on the reason, they must provide a specific notice period before moving forward with the eviction process.

The reasons and notice periods for Massachusetts evictions are as follows:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 14-day notice to quit. If the tenant remains on the property after the notice period, landlords may move forward with the eviction.
- **Lease Violation:** For lease violations, landlords are required to issue a 7-day notice to quit. Landlords do not have to wait for tenants to correct the issue before moving forward with the eviction.
- **Illegal Acts:** If an at-will tenant commits an illegal act on the property, landlords must give them a 7-day notice to quit.
- **No Lease or End of Lease:** If tenants' holdover or stay past the end of the tenancy, the landlord must provide them notice. Regardless of the length of the tenancy, the landlord should give a 30-day notice to quit.

It is important to note that self-help evictions are illegal in Massachusetts. This includes depriving the tenant of access to the property or repossessing the dwelling unit before the time designated in a notice to quit.

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Michigan

Tenant Responsibilities

Michigan tenants have a set of obligations to manage while living in a rental property. Their duties include:

- Paying rent when due
- Keeping the unit in a safe and habitable condition
- Making small repairs when necessary
- Not disturbing neighbors or other renters

Repairs & Maintenance

Michigan requires rental property owners to provide safe rental properties that comply with the local warranty of habitability. This includes making repairs within a “reasonable amount of time” after receiving written notice from tenants.

If the landlord fails to make repairs within that time limit, tenants can take a few actions: sue for costs, file a court order to force the landlord to make repairs, or as previously stated, withhold rent in an escrow account until the landlord makes the repairs. In severe instances, tenants can also cancel the rental agreement altogether.

Security Deposit

Michigan allows landlords to collect a security deposit to cover unforeseen costs like damage beyond common wear and tear at the end of a lease period. Landlords cannot charge more than the equivalent of one-and-a-half month’s rent for the deposit.

Before collecting the deposit, landlords must provide tenants with two copies of a blank inventory checklist to document the condition of the rental unit.

Here are a few additional key Michigan security deposit laws to note:

- Landlords must provide the tenant with a receipt of the security deposit.
- Landlords do not have to pay interest on a security deposit.
- Security deposits must be held in a regulated financial institution or posted cash or surety bond.
- In Michigan, landlords have 30 days to return a tenant’s security deposit after a lease ends. If deductions were made, the landlord should provide an itemized list of the damages including the estimated cost of repair. Allowable deductions include unpaid rent, utility bills, and damage exceeding normal wear and tear.

If the landlord fails to comply with the 30-day notice period, the landlord shall return the full security deposit, or the tenant can sue for twice the amount wrongfully withheld, plus attorney’s fees.

Lease Termination

Michigan renters can end lease agreements early. They can legally do so for the following reasons:

- Active military duty
- Domestic violence
- Landlord harassment
- Early termination clause
- Uninhabitable unit
- Senior citizen health issues

Tenants who break their lease early could still be responsible for paying out the remainder of the rent. Michigan landlords are not obligated to re-rent a unit.

Eviction

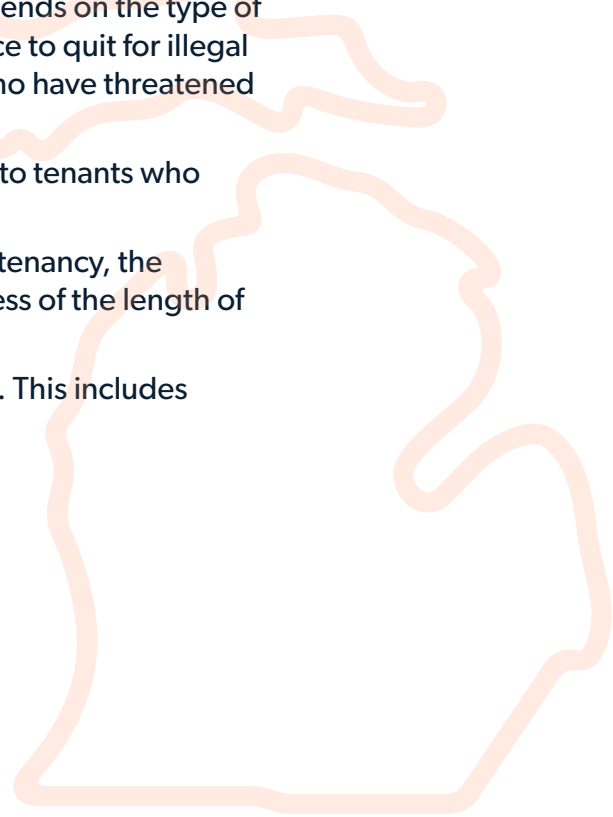
There are certain legal reasons landlords can initiate the eviction process in Michigan, and depending on those reasons, landlords are required to provide a specific notice period.

The reasons and notice periods for evictions in Michigan include:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a written 7-day notice to quit.
- **Lease Violation:** For lease violations, landlords are required to issue a 30-day notice to quit. Michigan landlords are not required to allow tenants to correct the lease violation before moving forward with the eviction process.
- **Illegal Activity:** If the tenant commits an illegal activity in or on the property, the landlord can issue a notice to quit. The amount of notice depends on the type of activity. For example, a landlord may provide a 24-hour notice to quit for illegal drug activity. A 7-day notice to quit is required for tenants who have threatened or caused physical injury to others at the property.
- **Safety Violations:** Landlords can issue a 7-day notice to quit to tenants who violate health, safety, or housing codes.
- **No Lease or End of Lease:** If tenants stay past the end of the tenancy, the landlord must provide them a 30-day notice to quit, regardless of the length of the tenancy.

It should be noted that self-help evictions are illegal in Michigan. This includes locking a tenant out of the rental or turning off utilities.

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Minnesota

Tenant Responsibilities

In Minnesota, tenants have the following responsibilities:

- If a landlord asks for references when you apply for an apartment, you must give them.
- You must pay the rent on time.
- You must follow the rules of your lease (but you do not have to follow illegal things in your lease).
- You must pay for any damages that are more than normal wear and tear to your apartment if you are responsible.
- You cannot disturb other tenants.
- You must give proper written notice when you want to move out.
- You cannot allow certain illegal activities on the property, like prostitution or prostitution-related activity, the unlawful use or possession of a firearm, or the manufacture, purchase, possession, sale, distribution or presence of illegal drugs or stolen property anywhere on the premises, including the common areas.
- Possession or use of some but not all types of cannabis is now legal. Your landlord cannot prohibit you from possessing any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products. They also cannot prohibit you from using any cannabinoid product or hemp-derived consumer product, but they can prohibit smoking or vaping.

Repairs & Maintenance

Minnesota landlords are required to keep the following amenities in good, working order:

- Heating
- Hot and cold potable water
- Plumbing
- Smoke detectors and carbon monoxide detectors
- Weatherproofing door/window seals
- Common areas (if applicable to the rental unit)
- Any additional amenities outlined by local health and safety laws

It is important to note that if any of these amenities stop working, it is the landlord's duty to make a reasonable repair.

After receiving written notice from a tenant, Minnesota landlords have 14 days to make the requested repairs. Repairs for a code violation may need to be addressed in a shorter period of time.

Security Deposit

Minnesota law does not limit the amount a landlord may require as a security deposit. A landlord can increase the amount of the security deposit at any time during a "periodic tenancy" (a rental agreement in for which no final date is mentioned), but only if the tenant is given proper advance written notice. Generally, this is one rental period, plus a day.

Lease Termination

If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the law says written notice must be received by the other party at least one full rental period before the last day of the tenancy. This means the day before the last rent payment is due.

Eviction

Landlords cannot forcibly remove tenants. To evict a tenant, a landlord must first bring an “Unlawful Detainer” action against the tenant. This is a legal proceeding conducted in district court. To bring such an action the landlord must have a legitimate reason.

According to state law, legitimate reasons can be nonpayment of rent, other breach of the lease, or cases where the tenant has refused to leave after notice to vacate has been properly served and the tenancy’s last day has passed.

There are several steps both landlords and tenants must take in an Unlawful Detainer action:

1. The landlord must file a complaint against the tenant in district court. At least seven days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court.
2. A court hearing must take place within seven to 14 days after the court issues the summons. At the hearing, both tenant and landlord will be asked to give their sides of the story.
3. The judge will then deliver a decision. If the judge decides the tenant has no legal reason for refusing to leave or pay the rent, the judge will order the tenant to vacate the rental unit. If necessary, the judge will order the law enforcement officer to force the tenant out.

If the tenant can show immediate eviction will cause substantial hardship, the court shall allow the tenant a reasonable period — up to one week — in which to move. A tenant may not seek or receive a delay based on hardship if the tenant is causing a nuisance or seriously endangering the safety of other residents, their property, or the landlord’s property.

Mississippi

Tenant Responsibilities

Mississippi renters have obligations they must manage while residing in a rental unit. They must:

- Pay rent when due
- Keep the unit in a safe and habitable condition
- Keep plumbing fixtures and other designated appliances or rental areas clean
- Not disturb neighbors or other renters
- Not engage in any illegal activity on the rental premises
- Not deliberately damage any portion of the rental property

Repairs & Maintenance

Mississippi state law requires landlords to comply with building and housing codes that materially affect a tenant's health and safety. This includes making repairs within 14 days of receiving written notice from renters.

If the landlord fails to make the necessary repairs within 14 days, Mississippi renters can take a few actions: sue for costs, file a court order to force the landlord to make repairs, or make minor repairs themselves and deduct the cost from their next rent payment. In severe cases, they can also cancel the rental agreement altogether. However, tenants are not allowed to abandon the rental property.

Security Deposit

Mississippi rental owners are allowed to collect a security deposit to cover unforeseen costs like property beyond normal wear and tear at the end of a lease. There is no maximum limit for what landlords can charge for the deposit.

Additional Mississippi security deposit regulations to be aware of include:

- Landlords do not have to provide a security deposit receipt.
- Landlords are not required to pay interest on security deposits.
- Security deposits do not have to be held in a separate account.
- At the end of the lease term, Mississippi landlords have 45 days to return a tenant's security deposit. Landlords can make deductions for reasons including unpaid rent, late fees, cleaning costs, costs due to the tenant's default, and damage exceeding normal wear and tear.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for \$200 plus actual damages.

Lease Termination

Mississippi renters can terminate the lease agreement early for the following legal reasons:

- Active military duty
- Landlord harassment
- Early termination clause
- Domestic violence
- Uninhabitable unit
- Lease agreement violation

Eviction

Mississippi allows landlords to evict tenants for certain legal reasons, and depending on the reason, landlords must provide a specific notice period.

The reasons and notice periods for evictions in Mississippi are as follows:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 3-day notice to pay. If the tenant still does not pay, the landlord can proceed with the eviction process.
- **Lease Violation:** If a tenant violates the lease, landlords can issue a 30-day notice to comply. If the tenant does not comply, the landlord can move forward with the eviction. If the same violation occurs in a six-month period, the landlord can issue a 14-day notice to quit.
- **Illegal Activity:** Mississippi law does not have specific statutes covering evictions for illegal acts, allowing landlords to set their own eviction notice policies.
- **Safety Violations/Material Health:** Landlords can evict tenants if they violate housing, safety, or health codes. Evictions for this reason do not require a notice period, and landlords may begin the eviction process immediately.
- **No Lease or End of Lease:** If tenants stay past the end of the tenancy, the landlord can serve a notice to quit. The notice period depends on the length of the lease. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit. Year-long leases require a 2-month notice to quit.

Other

Mississippi does not have very many statutes governing the rental application and tenant screening process. For instance, the state does not limit how much a landlord can charge for an application or tenant screening fee, and application fees do not have to be refundable. Landlords are free to ask any questions on the rental application but are bound by the federal Fair Housing Act laws.

[Download More Resources](#)

Missouri

Tenant Responsibilities

Missouri tenants have responsibilities they must complete while residing in a rental unit. They must:

- Pay rent on time
- Keep the unit in a safe and habitable condition
- Perform minor repairs that are outlined in the lease
- Not disturb other renters or neighbors

Repairs & Maintenance

Landlords in Missouri are required to provide rentals that meet basic health and safety requirements. This includes making repairs within a “reasonable” time after receiving notice from tenants.

If a landlord fails to make repairs within a timely manner, Missouri renters can take a few legal actions: sue for costs, force the landlord to make repairs via court order, or make minor repairs themselves and deduct the cost from their next rent payment — known as the “repair and deduct” remedy. In severe cases, they may also cancel the rental agreement altogether or withhold rent, but only rare exceptions allow for the latter.

Security Deposit

Missouri landlords are allowed to collect a security deposit at the start of the lease to cover unexpected costs like property damage beyond normal wear and tear. Landlords cannot charge more than the equivalent of 2 months’ rent for the deposit.

Other Missouri security deposit regulations to note:

- Landlords are not required to provide a security deposit receipt.

- Landlords do not have to pay interest on a security deposit.
- Security deposits must be held in a federally insured bank, credit union, or other financial institution.
- After the end of a lease period, Missouri landlords have 30 days to return the tenant’s security deposit. Landlords can make deductions from the deposit for reasons including damage exceeding normal wear and tear, unpaid rent and late fees, carpet cleaning, and costs due to an early termination of the lease. If deductions are made, the landlord must provide an itemized list of the damages that outlines why a tenant will not be receiving the full amount of their deposit back.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for twice the amount wrongfully withheld.

Lease Termination

Missouri tenants can terminate the lease agreement early for legal reasons including:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Tenants who break their lease early could still be responsible for paying out the remainder of the rent. However, Missouri landlords must make a reasonable effort to re-rent the unit.

Eviction

Missouri law allows landlords to evict tenants for specific legal reasons, and depending on the reason, landlords must provide a notice period. The reasons and accompanying notice periods for Missouri evictions include:

- **Unpaid Rent:** Missouri does not require landlords to provide a notice period for rent that goes unpaid. This allows landlords to pursue an eviction immediately.

- **Lease Violation:** If a tenant violates the lease, landlords can issue a 10-day notice to cure or quit. If the tenant does not comply, the landlord can move forward with the eviction process. Some severe lease violations may warrant immediate eviction.
- **Illegal Activity:** If the landlord has documentation of actions including illegal gambling, prostitution, or possession/sale of drugs occurring on the property, they may file a 10-day notice to quit. If the tenant does not leave the premises in that time frame, landlords can file an unlawful detainer suit.

Other

Missouri does not have state rent control laws and prohibits cities and towns from creating their own rent control laws. This permits landlords to charge any amount of rent and increase rent payments as often as they choose. However, landlords cannot increase the rent during the lease period unless the rental agreement allows it.

If tenants fail to pay rent on time, landlords can immediately charge a late fee of any amount, as Missouri does not have grace period laws or late fee maximums. But, to charge a late fee, it must be mentioned on the lease.

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Montana

Tenant Responsibilities

Montana renters have several obligations they must uphold while residing in a rental unit. They must:

- Paying rent on time
- Keep fixtures clean and remove garbage
- Make small repairs when necessary
- Not disturb other renters or neighbors

Repairs & Maintenance

Montana residential landlords are required to provide rentals that are in safe and habitable condition, including meeting basic building and housing codes. This includes making repairs within 14 days of receiving proper written notice from tenants.

If a landlord fails to make repairs within that time frame, renters can take a few legal actions: sue for costs, force the landlord to make repairs via court order, or cancel the rental agreement altogether. They can even use the “repair and deduct” remedy if necessary.

Security Deposit

Montana state law permits landlords to collect a security deposit at the start of the lease to cover unforeseen costs like property damage beyond normal wear and tear. There is no limit on how much a landlord can charge for the deposit.

Here are a few additional Montana security deposit regulations to note:

- Landlords are not required to provide a security deposit receipt.
- Landlords do not have to pay interest on a security deposit.

- The security deposit does not have to be held in a separate bank account.
- At the end of a lease period, Montana landlords have 10 days to return the tenant’s deposit without deductions and 30 days with deductions. Allowable deductions include damage excluding normal wear and tear, cleaning costs, costs of storing and disposing of unclaimed property, and unpaid rent, late fees, and utility bills.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for twice the amount wrongfully withheld plus court costs and attorney fees.

Lease Termination

Montana tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

Montana landlord-tenant law allows landlords to evict tenants for certain legal reasons. Proper notice periods are required for each of those reasons. Explore Montana’s formal eviction reasons and accompanying notice periods below:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a written 3-day notice to pay after a grace period if the lease agreement has one. If the tenant still does not pay, the landlord can move forward with the eviction process.

- **Lease Violation:** In the case of lease violations, the specific reasons and their notice periods are as follows:
 - Unauthorized pet or people: 3-day notice to vacate or cure
 - Property damage: 3-day notice to quit
 - Violation not listed in the lease: 14-day notice to cure or vacate
- **Illegal Activity:** If the tenant commits an illegal activity in or on the property, the landlord can issue a 3-day notice to quit. If the tenant does not leave, the landlord can continue the eviction procedure.
- **Safety/Material Health Violations:** Landlords can issue a 14-day notice to cure or vacate to tenants who violate building, housing, and health or safety codes.
- **No lease/end of lease:** If tenants' holdover or stay past the end of the tenancy, the landlord must provide them notice. The notice period depends on the length of the lease. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit.

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Nebraska

Tenant Responsibilities

Nebraska renters must maintain the property and ensure a positive landlord-tenant relationship. They must:

- Pay rent on time
- Not disturbing other renters or neighbors
- Not to purposefully destroy or damage any part of the rental property

Repairs & Maintenance

Nebraska residential landlords must provide rental units that are in safe and habitable condition. This includes making repairs within 14 days of receiving written notice from tenants.

A landlord's failure to make repairs within 14 days can result in punitive measures including the tenant suing for costs, filing a court order to force the landlord to make repairs, and in severe cases, canceling the rental agreement altogether. Nebraska does not allow tenants to use the "repair and deduct" remedy, where they withhold rent to make repairs themselves.

Security Deposit

Nebraska allows landlords to charge a security deposit at the start of the lease to cover unexpected costs like property damage exceeding normal wear and tear. Landlords cannot charge more than the equivalent of one month's rent for the deposit.

Additional Nebraska security deposit regulations to note:

- Landlords do not have to provide a receipt for security deposits.

- Landlords are not required to pay interest on security deposits.
- Security deposits do not have to be held in a separate bank account.
- At the end of a lease, Nebraska landlords have 14 days to return the tenant's security deposit. Allowable deductions include damage excluding normal wear and tear, cleaning costs, costs due to a breach of the rental agreement, and unpaid rent, late fees, and utility bills.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for one month's rent or twice the amount of the deposit, whichever is less, plus court costs and lawyer fees.

Lease Termination

Nebraska tenants can terminate lease agreements for the following reasons:

- Active military duty
- Early termination clause
- Uninhabitable unit
- Landlord harassment

Renters who break their lease early could still be responsible for paying the remaining rent owed. However, Nebraska does require landlords to try to re-rent the unit.

Eviction

Nebraska's landlord-tenant laws permit landlords to evict tenants for specific legal reasons. Each of those reasons requires a certain notice period before the landlord can move forward with the eviction process. Here are the legal reasons and accompanying notice periods:

- **Unpaid Rent:** If a tenant does not pay rent on time, the landlord may issue a written 7-day notice to pay. If the tenant still fails to pay, the landlord can continue the eviction procedure.
- **Lease Violation:** If the tenant violates the lease agreement, the landlord can issue a 30-day notice to comply. However, the tenant must correct the issue within a 14-day period.

- **Illegal Activity:** If the tenant commits an illegal activity in or on the property, the landlord can issue a 5-day notice to quit. If the tenant does not leave, the landlord can continue with the eviction.
- **No lease/end of lease:** If tenants stay past the end of the tenancy, the landlord must provide them with a notice to quit. The length of the lease determines the notice period. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit.

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Nevada

Tenant Responsibilities

In Nevada, the tenant must comply with all the conditions that both parties agreed upon, as well as following these requirements throughout the lease:

- Keep a safe and quiet environment for other neighbors or tenants.
- Keep the rental property in a habitable condition that complies with local security and housing clauses.
- Fix any small damage that may appear to the premises.
- Provide regular maintenance to utilities and fixtures.

Repairs & Maintenance

Nevada landlords also must provide necessary repairs requested by the tenant in a “reasonable” amount of time; the amount of time required for these repairs is usually 14 days within a notice.

If the landlord fails to provide these repairs, the tenant has the legal right to withhold rent or deduct the repairing costs from future rent. In severe cases, the tenant may ask to terminate the lease or seek legal help if the unit becomes uninhabitable.

Security Deposit

Landlords have the right to collect a security deposit or surety bond from their tenants. It is important to note that the security deposit value should not be higher than the value of three months’ rent. This value of three months’ rent excludes pet rents, a monthly fee that some landlords charge their tenants to have a pet inside the property.

Tenant rights allow them to get their security deposit returned after the lease’s termination; this means that the landlord must return the security deposit within 30 days of the tenant moving out.

Landlords who fail to return the security deposit within 30 days of notice may be exposed to legal action in a court of law. In these court cases, the landlord may be held liable to pay a penalty for the security deposit.

It is important to note that landlords have the legal right to partially withhold the security deposit from their tenants in case that they withhold rent or leave damages to the property. If the landlord plans to withhold the deposit, they must send an itemized list of all the damages that the deposit is going to cover.

Finally, landlords are not required by landlord-tenant law to pay interest on security deposits.

Lease Termination

A tenant can terminate a lease at the end of its period if they wish. According to landlord-tenant law, the tenant must give the landlord the following amounts of notice:

- Weekly Leases: Seven days of notice.
- Monthly Leases: 30 days of notice.

On the other hand, tenants can also request the lease termination before it ends for reasons such as an early termination clause, unacceptable living conditions, or domestic violence.

Eviction

Landlords may choose to terminate the lease and send a written notice of eviction to their tenant for the following reasons:

- **Unpaid Rent/Utilities:** The landlord must send seven days' notice to pay or quit the premises.
- **Breaches in the Lease Agreement:** The landlord must send five days' notice to cure or quit the premises.
- **Criminal Activity:** The landlord must send three days' notice to quit the premises.
- Tenants on a fixed monthly lease have the right to receive at least 30 days of an eviction notice.

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New Hampshire

Tenant Responsibilities

New Hampshire renters have their own set of responsibilities to uphold while renting. They must:

- Pay rent on time
- Keep fixtures clean
- Make small repairs and do maintenance when necessary
- Not disturb other renters or neighbors

Repairs & Maintenance

New Hampshire landlords are required to make repairs within 14 days after receiving written notice from tenants.

If the landlord fails to make repairs within 14 days, tenants can take a few legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement. They can also withhold rent in cases of several health and safety violations.

Security Deposit

New Hampshire landlords are allowed to collect a security deposit at the start of a lease to cover costs like rental damage exceeding normal wear and tear. However, the state limits how much a landlord can charge for the deposit. The maximum is \$100 or the equivalent of one month's rent.

Other important New Hampshire security deposit regulations to know:

- Landlords are required to provide a receipt for the security deposit.
- Landlords must pay interest on all security deposits held longer than one year.

- Security deposits must be kept separate from personal accounts in a bank, savings and loan association, and credit union.
- At the end of the lease term, landlords have 30 days to return the tenant's security deposit. Allowable deductions include rental damage beyond normal wear and tear and real estate taxes and other charges outlined in the lease agreement. Landlords can also make deductions for unpaid rent, utilities, and late fees. If deductions are made, the landlord must provide a written, itemized list or written account of the damages made by the tenant.

If the landlord fails to comply with the notice period or wrongfully withholds funds, the tenant can sue for twice the amount wrongfully withheld.

Lease Termination

New Hampshire tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

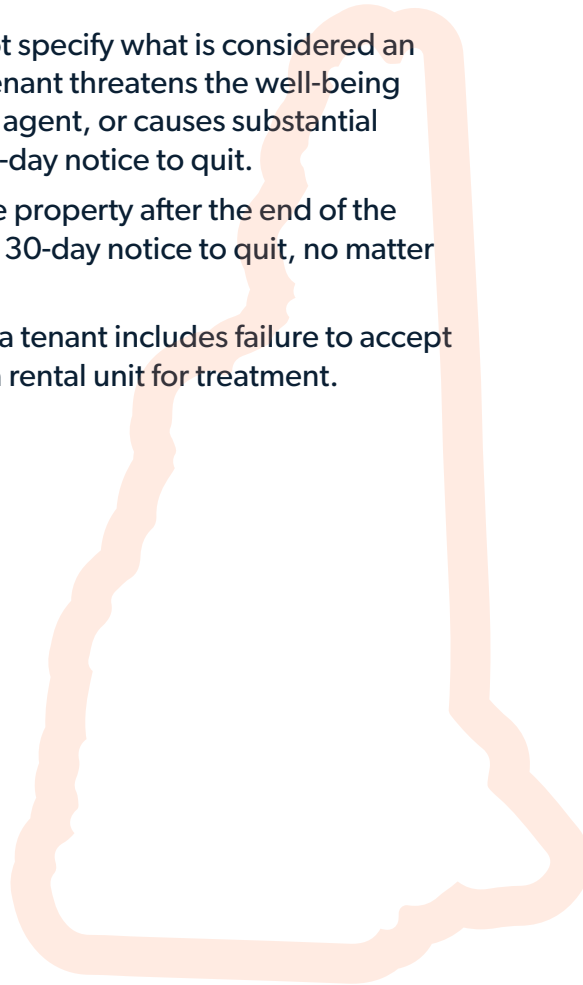
Eviction

New Hampshire state law permits landlords to evict tenants for specific legal reasons. Each of the reasons requires a notice period before the landlord can move forward with the eviction process. The reasons and associated notice periods are as follows:

- **Unpaid Rent:** If a tenant fails to pay rent on time, the landlord may issue a 7-day notice to quit. If the tenant stays after the notice period, then the landlord may file a Summons and Complaint with a local court.

- **Lease Violation:** If the tenant violates the lease, the landlord can issue a 30-day notice to quit. In the tenant does not leave after the notice period, the landlord can move forward with the eviction process.
- **Illegal Activity:** New Hampshire law does not specify what is considered an “illegal act,” however, it does state that if a tenant threatens the well-being of another tenant, the landlord, or landlord’s agent, or causes substantial property damage, the landlord may issue a 7-day notice to quit.
- **No lease/end of lease:** If a tenant stays in the property after the end of the lease, the landlord must provide them with a 30-day notice to quit, no matter the length of the original tenancy.
- Additional legal reasons landlords may evict a tenant includes failure to accept temporary relocation and failure to prepare a rental unit for treatment.

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New Jersey

Tenant Responsibilities

New Jersey renters have set responsibilities to uphold while renting. They must:

- Pay rent on time
- Keep the unit in safe and habitable condition, including cleaning and sanitizing fixtures
- Make small repairs and do maintenance as necessary
- Not disturb other renters or neighbors

Repairs & Maintenance

Landlords in New Jersey are required to make repairs within an “adequate amount” of time after receiving written notice from tenants.

If the landlord fails to promptly make property repairs, tenants cannot take a few legal actions: sue for costs, file a court order to force the landlord to make repairs, and use the “repair and deduct” remedy in which they make the repairs themselves and deduct rent from the following payment.

Security Deposit

New Jersey state law allows landlords to collect a security deposit at the start of a lease period to be used for costs like property damage beyond normal wear and tear. However, the state limits how much a landlord can charge for the deposit. The maximum a New Jersey landlord can charge for a security deposit is equal to the equivalent of one-and-a-half month’s rent.

New Jersey landlords must also do the following:

- Provide receipts for security deposits paid in cash.
- Provide interest or investment earnings from a money market fund.

- Hold security deposits in an interest-bearing account or invest in shares of a money market fund.
- At the end of the lease, landlords have 30 days to return the tenant’s security deposit. However, they may have less time in case of rare events like fire, flood, and condemnation. Landlords are allowed to make deductions from the security deposit for reasons including damage excluding normal wear and tear and unpaid rent, late fees, and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount wrongfully withheld, plus court and attorney’s fees.

Lease Termination

New Jersey tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

New Jersey state law allows landlords to evict tenants for specific legal reasons. Before moving forward with the eviction process, landlords are required to provide the tenant with a notice period. The notice period length depends on the reason for eviction. The reasons and associated notice periods include:

- **Unpaid Rent:** If New Jersey tenants fail to pay rent on time, the landlord is not required to give any notice period. However, if the tenant has a history of not paying rent, the landlord must issue a 30-day notice to quit before moving forward with the eviction process.

- **Lease Violation:** If the tenant violates the lease, the landlord must first issue a warning and a notice to cease to the tenant. If the tenant does not correct the violation, the landlord can then issue a 30-day notice to quit. If the terms of the lease are still not met, the landlord may move forward with the eviction procedure.
- **Illegal Activity:** If the tenant is found committing illegal acts on the property, the landlord may issue a 3-day notice to quit. New Jersey defines illegal acts as drug use or possession, assault, disorderly conduct, and willful destruction of property.
- **Property Damage/Negligence:** Landlords may evict tenants if they are negligent and/or cause purposeful damage to the property. To do so, they must issue a 3-day notice to quit.
- **Housing Violations:** If the landlord is found to have a rental property in violation of local health and safety codes, they may give a tenant a 3-month notice to quit.
- Additional legal reasons landlords may evict a tenant include failure to accept lease changes, condominium conversion, and personal use or sale of the rental property.

Other

New Jersey is not considered a landlord-friendly state—evident in its 45th place on this list of landlord-friendly states. The state allows rent control policies that affect how a landlord charges and increases rent. New Jersey also features a broad number of remedies for tenants experiencing housing issues like eviction. Furthermore, New Jersey is known for having some of the highest property taxes in the country, which can make it difficult for landlords to turn a profit.

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New Mexico

Tenant Responsibilities

New Mexico tenants have a set of responsibilities to uphold while renting. They must:

- Pay rent on time
- Keep the unit in safe and habitable condition, including cleaning plumbing fixtures
- Make small repairs and do maintenance as necessary
- Properly dispose of waste
- Not disturb other renters or neighbors
- Not purposefully destroy or neglect the rental
- Comply with all building and housing codes

Repairs & Maintenance

New Mexico residential landlords are required to make repairs in a timely manner. In New Mexico, they must make repairs within 7 days of receiving written notice from tenants.

If the landlord fails to make repairs within that timeframe, tenants can take a few legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement altogether. They can even partially withhold rent by following the state's specific process.

Security Deposit

New Mexico allows residential landlords to collect a security deposit at the start of a lease to be used for unforeseen costs like rental damage beyond normal wear and tear.

New Mexico landlords are limited to charging the equivalent of one month's rent for leases shorter than one year. For leases of a year or longer, there is no limit if the deposit is reasonable. It is important to note that the maximums are different for mobile homes.

New Mexico landlords must also do the following:

- Pay interest on the deposit if the amount exceeds one month's rent
- Return the tenant's security deposit within 30 days of the end of the lease
- Make deductions from the security deposit for reasons including damage beyond normal wear and tear, cleaning costs, costs due to a breach of the lease agreement, and unpaid rent, late fees, and utilities

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the full security deposit, plus \$250, court costs, and lawyer fees.

Lease Termination

New Mexico tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

New Mexico state law allows landlords to evict tenants for certain legal reasons. However, before moving forward with the eviction process, landlords must provide the tenant with a notice period, dependent on the reason of eviction.

The reasons and associated notice periods include:

- **Unpaid Rent:** If tenants fail to pay rent on time, the landlord must issue a 3-day notice to pay.
- **Lease Violation:** If the tenant violates the lease, the landlord must issue a 7-day notice to quit or cure. If the tenant does not correct the violation or leave, the landlord can move forward with the eviction process.
- **Illegal Activity:** If the tenant is found committing illegal acts on the property, the landlord may issue a 3-day notice to quit. New Mexico defines illegal acts as drug use or possession, assault, sexual abuse, and causing more than \$1,000 in property damage.
- **Property Damage/Negligence:** Landlords may evict tenants if they are negligent and/or cause purposeful damage to the property. To do so, they must issue a 3-day notice to quit.
- **Housing Violations:** If the landlord is found to have a rental property in violation of local health and safety codes, they may give a tenant a 7-day notice to comply. If the tenant still does not comply, the landlord may initiate the eviction.
- **No lease/end of lease:** If tenants stay past the end of the tenancy, the landlord can serve a notice to quit. The notice period depends on the length of the lease. Week-to-week leases must provide a 7-day notice to quit and month-to-month leases must provide a 30-day notice to quit. Year-to-year leases require a 6-month notice to quit.

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New York

Tenant Responsibilities

New York tenants are expected to uphold certain responsibilities throughout their time living in a rental unit. They must:

- Pay rent on time
- Keep the unit clean and free of trash
- Make small repairs as necessary
- Not disturb other renters or neighbors
- Inform the landlord of maintenance or repair issues

Repairs & Maintenance

New York landlords are required to make repairs within a “reasonable amount” of time, usually under 30 days, after receiving written notice from tenants.

If the landlord fails to make necessary repairs in a timely manner, tenants can take certain legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement altogether. Sometimes, they can use the “repair and deduct” remedy in which they repair the issue themselves and deduct the cost from their following rent payment.

Security Deposit

New York landlords can collect a security deposit at the start of the lease to cover unforeseen costs like property damage exceeding normal wear and tear. Landlords are limited to charging the equivalent of one month’s rent for the deposit.

Regarding security deposits, New York landlords must do the following:

- Hold security deposits for rentals with 6+ units in an interest-bearing account

- Pay interest on security deposits for properties with 6+ units
- Provide the tenant with a security deposit receipt, plus the name and address of the banking institution where the deposit is being held
- At the end of a lease, Nevada landlords have 14 days to return the tenant’s security deposit. Allowable deductions include damage excluding normal wear and tear, unpaid rent and utilities, and the cost of moving or storing the tenant’s property.

If the landlord fails to comply with the notice period, tenants can sue for twice the deposit amount, plus the amount wrongfully withheld.

Lease Termination

New York tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

In New York, landlords are permitted to evict tenants for specific legal reasons. The process requires them to provide a certain notice period dependent on the reason for eviction. The reasons for eviction and associated notice periods are as follows:

- **Nonpayment of Rent:** If the tenant fails to pay rent, after the 5-day grace period, the landlord may issue a 14-day notice to pay. If the tenant still does not pay, the landlord can continue with the eviction proceedings.

- **Lease Violation:** If the tenant violates the lease, the landlord may issue a 10-day notice to comply. If the issue is not corrected in that time, the landlord must issue a 30-day notice to quit. If the tenant fails to vacate the property, the landlord may proceed with the eviction.
- **Illegal Activity:** If the tenant is found committing illegal acts on the property, the landlord can begin the eviction process immediately. No notice is required for this eviction reason.
- **No lease/end of lease:** If tenants stay past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length of the lease:
 - Leases of one year or less: 30-day notice to quit
 - Leases of more than one year: 60-day notice to quit
 - Leases of more than two years: 90-day notice to quit

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North Carolina

Tenant Responsibilities

North Carolina tenants have a set of responsibilities to uphold while renting. They must:

- Pay rent on time
- Keep the unit in safe and habitable condition, including keeping fixtures clean
- Make small repairs and do maintenance as necessary
- Not disturb other renters or neighbors
- Not purposefully destroying or neglecting the rental
- Complying with all building and housing codes
- Properly dispose of waste

Repairs & Maintenance

Residential landlords are required to make repairs in a timely manner. In North Carolina, they are required to make repairs within a “reasonable amount” of time after receiving written notice from tenants.

If the landlord fails to make necessary repairs within an appropriate amount of time, tenants can take certain legal actions: sue for costs, rent abatement, and file a court order to force the landlord to make repairs. They usually cannot withhold rent or use the repair and deduct remedy.

Security Deposit

North Carolina landlords can collect a security deposit at the beginning of the lease to cover unforeseen costs like property damage exceeding normal wear and tear. The amount of the deposit depends on the length of the lease:

- Weekly lease: Equivalent of 2 weeks’ rent
- Monthly lease: Equivalent of one and a half months; rent
- Longer than one month: Equivalent of 2 months’ rent

Regarding the security deposit, North Carolina landlords must do the following:

- Hold the security deposit in a trust account or post a surety bond
- Return the tenant’s security deposit within 30 days of the end of the lease
- Landlords are allowed to make deductions from the security deposit for reasons including damage, court costs, costs due to a breach of the lease agreement, removal and storage of tenants’ belongings, and unpaid rent, late fees, and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the amount due, plus attorney fees.

Lease Termination

North Carolina tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

Landlords are allowed to evict tenants for certain legal reasons in North Carolina. The process they must take depends on the reason for eviction. Reasons and required notice periods include:

- **Unpaid Rent:** If the tenant fails to pay rent when due, the landlord may issue a 10-day notice to quit. If the tenant still does not pay, the landlord can pursue an eviction.

- **Lease Violation:** If the tenant violates the lease, the landlord may initiate the eviction process immediately, without any notice period.
- **Illegal Activity:** Like with lease violations, landlords can begin the eviction process immediately, without a notice period, if tenants are found to be committing illegal acts. North Carolina defines illegal acts as any criminal activity that affects the health, safety, or quiet enjoyment of other tenants, as well as illegal use, manufacturing, or possession of illegal substances.
- **No lease/end of lease:** If tenants stay past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length of the lease. Week-to-week leases require a 2-day notice to quit and month-to-month leases require a 7-day notice to quit. Year-to-year leases require a 30-day notice to quit. Leases of manufactured homes require a notice of 60 days, no matter the length of the lease period.

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North Dakota

Tenant Responsibilities

North Dakota tenants have a set of responsibilities to uphold while renting. These responsibilities ensure the property is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent on time
- Keep the unit in safe and habitable condition
- Make small repairs and do maintenance as necessary
- Not disturb other renters or neighbors

Repairs & Maintenance

In North Dakota, a landlord must make repairs within a “reasonable amount” of time after receiving written notice from tenants.

If the landlord fails to make repairs within a timely manner, tenants can take certain legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement altogether. They may also use the “repair and deduct remedy,” however, they cannot withhold rent.

Security Deposit

North Dakota landlords can collect a security deposit at the start of the lease period to cover unforeseen costs like rental damage beyond normal wear and tear. Landlords are limited to charging the equivalent of one month’s rent but can collect up to two months’ rent for tenants with a felony or another court judgement.

Regarding the security deposit, North Dakota landlords must:

- Provide tenants with a full list of the rental unit’s existing damage

- Hold the security deposit in a federally insured, interest-bearing savings or checking account
- Provide interest earned on a held security deposit unless the lease term is less than 9 months
- Return the tenant’s security deposit within 30 days of the end of the lease
- Landlords are allowed to make deductions from the security deposit for reasons including damage beyond normal wear and tear, clearing or repair costs, and unpaid rent.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for three times the amount wrongfully withheld plus court fees.

Lease Termination

North Dakota tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

North Dakota allows landlords to evict tenants for specific legal reasons. Each reason for eviction requires a certain notice period as shown below:

- **Nonpayment of Rent:** If the tenant fails to pay rent on time, the landlord may issue a 3-day notice to pay. If the tenant still does not pay, the landlord can move forward with the eviction process.
- **Lease Violation:** If the tenant breaches the lease, the landlord may issue a 3-day notice to quit. If the landlord wishes, they can provide instructions on how to remedy the situation, but they are not required to.

- **Sale of the Rental Unit:** If the landlord intends to sell the rental property, they are required to issue a 3-day notice to quit.
- **No lease/end of lease:** If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length of the lease. Month-to-month leases require a 30-day notice to quit, while all other tenancies require a notice equal to the rent payment period or 30 days, whichever is less.

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Ohio

Tenant Responsibilities

Tenants in Ohio have a set of responsibilities they must uphold while renting. These duties ensure the property is maintained and the landlord goes financially unharmed. In Ohio, tenants must:

- Pay rent on time
- Keep the unit in safe and sanitary condition, including cleaning plumbing fixtures properly
- Make small repairs as necessary
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the rental unit
- Comply with state and local housing, health, and safety codes
- Maintain major appliances provided by the landlord
- Keep the property free of trash and the property clean

Repairs & Maintenance

In Ohio, a landlord must make repairs within a “reasonable amount” of time after receiving written notice from tenants—with 30 days being the absolute maximum time allowed.

If the landlord fails to make repairs within a timely manner, Ohio tenants can take several legal actions: sue for costs, cancel the rental agreement, or withhold rent in an escrow account with the clerk of the court.

Security Deposit

Ohio landlords are allowed to collect a security deposit at the start of the lease period to cover unexpected issues. But unlike most other states, there is no limit on how much a landlord can charge for a security deposit.

Regarding the security deposit, Ohio landlords must:

- Pay interest on security deposits over \$50- or one-month’s rent after holding it for six months
- Return the tenant’s security deposit within 30 days of the end of the lease
- Landlords are allowed to make deductions from the security deposit for reasons including property damage beyond normal wear and tear, costs due to breaching the lease, cleaning costs, and unpaid rent and late fees.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount wrongfully withheld plus attorney’s fees.

Lease Termination

Ohio tenants can terminate a rental agreement early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

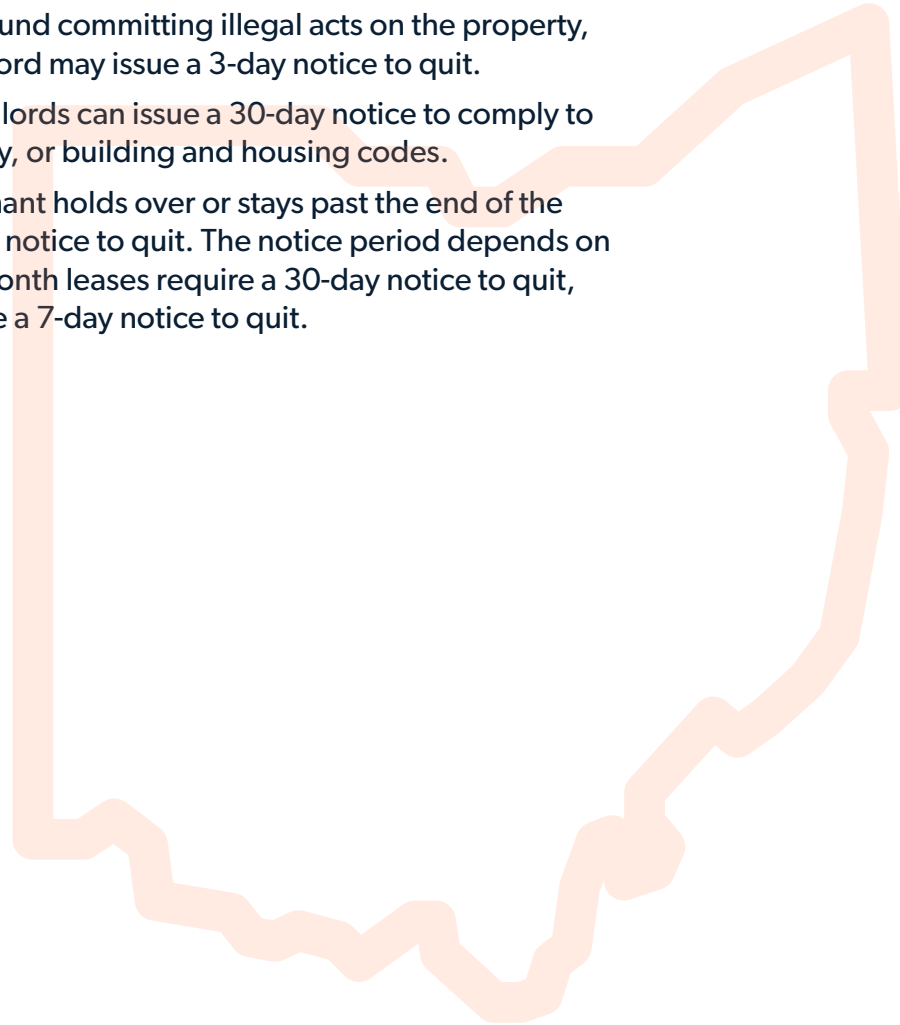
Eviction

Ohio landlords can evict tenants for a handful of legal reasons. Each of the reasons requires a certain notice period before the eviction process can start. Here are the reasons and associated notice periods:

- **Nonpayment of Rent:** If the tenant fails to pay rent when due, the landlord may issue a 3-day notice to pay. If the tenant still does not pay, the landlord can move forward with the eviction.

- **Lease violation:** If the tenant violates the lease, the landlord may issue a 3-day notice to quit. After that period, the landlord can proceed with the eviction.
- **Illegal Activity:** If the tenant is found committing illegal acts on the property, including drug activity, the landlord may issue a 3-day notice to quit.
- **Health or Safety Violation:** Landlords can issue a 30-day notice to comply to tenants who violate health, safety, or building and housing codes.
- **No lease/end of lease:** If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the type of tenancy. Month-to-month leases require a 30-day notice to quit, and week-to-week leases require a 7-day notice to quit.

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Oklahoma

Tenant Responsibilities

Renters in Oklahoma have responsibilities they must uphold while renting. These duties ensure the rental unit is maintained and the landlord goes financially unharmed. In Oklahoma, tenants must:

- Pay rent when due
- Keep the unit in safe and sanitary condition
- Maintain fixtures and appliances in working order
- Not disturb other renters or neighbors
- Inform the landlord of any property damage

Repairs & Maintenance

An Oklahoma landlord must make repairs within 14 days after receiving written notice from tenants.

If the landlord fails to make repairs within a timely manner, Oklahoma renters can take several legal actions: sue for a court order to force the landlord to make the repairs, cancel the rental agreement, and use the “repair and deduct” remedy in which they make minor repairs and deduct the cost from the rent.

Security Deposit

Oklahoma law allows landlords to collect a security deposit at the start of the lease term to cover unforeseen costs. Unlike most other states, there is no limit on how much a landlord can collect for a security deposit.

Regarding the security deposit, Oklahoma rental owners must:

- Hold security deposits in a state escrow account within a federally insured financial institution or bank.

- Return the tenant’s security deposit within 45 days of the end of the lease period
- In Oklahoma, landlords are allowed to make deductions from the security deposit for reasons including rental damage beyond normal wear and tear, any charges outlined in the lease, and unpaid rent, late fees, and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the amount wrongfully withheld plus attorney fees and court costs.

Lease Termination

Oklahoma tenants can legally terminate lease agreements early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Renters who break their lease early could still be held liable for paying the remaining rent owed. However, landlords are obligated to re-rent the unit.

Eviction

Oklahoma state law allows landlords to evict tenants for several legal reasons. Each of the reasons requires a certain notice period before eviction proceedings can start. Here are the reasons and associated notice periods:

- **Unpaid Rent:** If the tenant fails to pay rent when due, the landlord may issue a 5-day notice to pay for tenancies of less than 3 months, and for tenancies over 3 months, a 10-day notice to pay is required. If the tenant still does not pay rent, the landlord can move forward with the eviction process.
- **Lease violation:** If the tenant breaches the lease agreement, the landlord may issue a 15-day notice to comply. If the tenant does not correct the issue within 10 days or move out within 15 days, the landlord can continue with the eviction.

- **Illegal Activity:** If the landlord has proof that a tenant has committed an illegal act that threatens the health, safety, or quiet enjoyment of others, they can begin the eviction process immediately and no eviction notice is required.
- **No lease/end of lease:** If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the type of tenancy. Less than a month-to-month lease requires a 7-day notice to quit and month-to-month leases require a 30-day notice to quit. For year-to-year leases, landlords are required to provide a 90-day notice to quit.

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Oregon

Tenant Responsibilities

Tenants in Oregon have a set of responsibilities to uphold while renting. These obligations ensure the rental unit is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent when due
- Keep the unit in safe and habitable condition
- Maintain fixtures and appliances in working order
- Not disturb other renters or neighbors
- Inform the landlord of any property damage
- Dispose of all waste in a proper manner
- Make small repairs and perform maintenance as necessary
- Test smoke detectors and carbon monoxide alarms every six months
- Not purposefully destroy or damage any part of the property
- Use the property and its appliances as intended

Repairs & Maintenance

In Oregon, landlords must make repairs within 30 days after receiving written notice from tenants.

If the landlord fails to make repairs within a timely manner, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, or cancel the rental agreement altogether. They can also use the “repair and deduct” remedy in which they make minor repairs and deduct the cost from the rent.

Security Deposit

Landlords in Oregon are allowed to collect a security deposit at the start of the lease term to cover unexpected costs. Unlike most other states, Oregon does not limit how much a landlord can collect for a security deposit.

Regarding the security deposit, Oregon rental owners must:

- Provide a receipt for security deposits
- Return the tenant’s security deposit within 31 days after the lease ends
- In Oregon, landlords are allowed to make deductions from the security deposit for reasons including property damage beyond normal wear and tear, costs due to the breach of the lease, carpet cleaning, and unpaid rent, late fees, and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount wrongfully withheld plus attorney fees and court costs.

Lease Termination

Oregon tenants can terminate a lease agreement early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Domestic violence

Eviction

Oregon allows landlords to evict tenants for certain legal reasons. Each of the reasons requires a specific notice period before the eviction process can start.

Here are the reasons for eviction and associated notice periods:

- **Unpaid Rent:** If the tenant fails to pay rent when due, the landlord may issue a notice to pay after the grace period. The amount of notice depends on the type of tenancy.
 - Week-to-week leases: 72-hour notice to pay
 - All other lease periods: 72-hour notice to pay if the notice is given on the 8th day of the rental period, or 144-hour notice to pay if the notice is given on the 5th day of the rental period.
- **Lease Violation:** If the tenant breaches the lease agreement, the landlord may issue a 30-day notice to cure or quit. Tenants must correct the issue within 14 days. However, week-to-week tenants only require a 7-day notice to comply and must correct the issue within 4 days. If the tenant does not correct the issue, the landlord can move forward with the eviction.
- **Illegal Activity:** Oregon defines illegal activity as prostitution, illegal substances, bias crimes, burglary, manufacturing cannabinoid extract, and threatening to inflict injury on the property or others. If the tenant commits one of these acts, the landlord may issue a 24-hour notice to quit.
- **False Information:** If a tenant provides false information on their rental application about a criminal conviction, the landlord may provide a 24-hour notice to quit.
- **No lease/end of lease:** If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the type of tenancy. Week-to-week leases require a 10-day notice to quit and month-to-month leases, for tenants who have lived in the lease less than a year, require a 30-day notice to quit.

Other

Residential landlords in Oregon are required to provide tenants with certain disclosures at the start of a lease period.

Those disclosures include:

- **Lead-based paint:** Landlords who own rental properties built before 1978 must provide information about lead-based paint concentrations.
- **Authorized agent:** Landlords must provide the names and addresses of all parties involved in owning and managing the property.
- **Flood plain:** Landlords must disclose if their rental lies within a 100-year flood plain.
- **Carbon monoxide alarm:** Landlords must disclose if the tenant is responsible for the maintenance of the carbon monoxide alarm in the unit.
- **Smoking policy:** Landlords must clearly outline the rental smoking policy.
- **Shared common area utilities:** Landlords must disclose if a property shares utility meters between multiple units or in common areas.
- **Recycling:** This disclosure is required for properties within the urban growth boundary or have five or more units that implement multifamily recycling services,
- **Pending suits:** Landlords must inform tenants of any pending suits or other outstanding notices on properties with four or fewer units.

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Pennsylvania

Tenant Responsibilities

Renters in Pennsylvania have a set of responsibilities to uphold while renting. These responsibilities ensure the rental property is maintained and the landlord goes financially unharmed. In Pennsylvania, tenants must:

- Pay rent when due
- Keep the unit in clean and habitable condition
- Maintain fixtures clean and in working order
- Not disturb other renters or neighbors
- Dispose of all waste in a proper manner
- Not purposefully destroy or damage any part of the property

Repairs & Maintenance

Pennsylvania landlords must make repairs within a “reasonable amount” of time after receiving oral or written notice from tenants.

If the landlord fails to make repairs within a timely manner, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, or cancel the rental agreement altogether. They can also use the “repair and deduct” remedy in which they make minor repairs and deduct the cost from the rent. Tenants can also choose to withhold rent if they place it in a court-approved escrow account.

Security Deposit

Pennsylvania rental owners can collect a security deposit at the start of the lease period to cover unforeseen costs. Landlords are limited to collecting the equivalent of 2 month’s rent for the first year of tenancy. Following the first year, landlords can only collect up to one month’s rent.

Regarding the security deposit, Pennsylvania landlords must:

- Hold security deposits in an escrow account or secure a bond.
- Pay interest on security deposits after the second year of the lease and share it with tenants
- Return the tenant’s security deposit within 30 days after the lease ends
- Landlords are allowed to make deductions from the security deposit for reasons including rental damage exceeding normal wear and tear, costs due to the breach of the lease, and unpaid rent.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount wrongfully withheld.

Lease Termination

Tenants in Pennsylvania have the option to terminate a lease agreement early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Eviction

Pennsylvania landlords are allowed to evict tenants for specific legal reasons. Each reason requires a specific notice period before the eviction process can begin.

Here are the reasons for eviction and associated notice periods in Pennsylvania:

- **Nonpayment of Rent:** If the tenant fails to pay rent on time, the landlord may issue a 10-day notice to quit. If the landlord still does not pay and remains on the property, the landlord may then file a summons and complaint with the court.
- **Lease violation:** If the tenant commits a lease violation, the landlord may issue a 15-day notice to quit for tenants of less than a year and a 30-day notice to quit for tenants of more than a year. If terms are not met, the landlord may move forward with the eviction.

- **Illegal Activity:** If the tenant is found to be committing illegal activity on the rental premises, landlords may issue a 10-day notice to quit.
- **No lease/end of lease:** If the tenant stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length and type of tenancy. Leases of less than one year require a 15-day notice to quit, leases of a year or more require a 30-day notice to quit, and at-will tenancies require a 15-day notice to quit.

Other

Pennsylvania does not have rent control laws and prohibits its cities and states from creating their own laws. This allows landlords to charge any amount of rent and increase rent as often as they wish, as long as it is not during the lease period (unless the lease agreement allows for it).

Pennsylvania state law does not specify how much notice a landlord must give a tenant before raising rent. However, the landlord and tenant can come to an agreement on a minimum notice period for a rent increase in the lease.

If Pennsylvania renters fail to pay rent on time, landlords are not required to provide a grace period before charging a late fee. Additionally, there are no limits on late fees, but they must be reasonable.

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Rhode Island

Tenant Responsibilities

Renters in Rhode Island have a set of obligations to uphold while renting. These duties ensure the rental unit is maintained and the landlord's finances are protected.

Tenants must:

- Pay rent when due
- Keep the unit in safe and habitable condition
- Comply with all health and safety building and housing codes
- Not disturb other renters or neighbors
- Dispose of all garbage in a proper manner
- Make small repairs and perform maintenance as necessary
- Refrain from committing illegal acts on the property or nearby premises
- Not purposefully destroy or damage any part of the property
- Use the property and its appliances as intended

Repairs & Maintenance

Rhode Island landlords must make repairs within 21 days after receiving written notice from tenants.

If the landlord fails to make repairs in the specified time frame, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement. They can also use the "repair and deduct" remedy in which they make minor repairs and deduct the cost from the rent.

Security Deposit

Rhode Island state law allows landlords to collect a security deposit at the start of the lease term to cover unexpected costs. The state limits landlords to collecting the equivalent of one month's rent for the deposit, or \$2,000 for furnished rentals valued at over \$5,000.

At the end of the lease, the landlord must return the tenant's security deposit within 20 days. However, they can make deductions from the security deposit for reasons including cleaning costs, trash disposal, rental damage beyond normal wear and tear, and unpaid rent.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount of the deposit plus attorneys' fees.

Lease Termination

Rhode Island tenants can terminate a rental agreement early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Advanced age or health issues

Eviction

Rhode Island law allows landlords to evict tenants for specific legal reasons. Before evicting tenants, landlords are required to provide a notice period, dependent on the reason for the eviction. Here are the permitted reasons and associated notices:

- **Nonpayment of Rent:** If the tenant fails to pay rent on time, the landlord may issue a 5-day notice to pay after the 15-day state grace period. If the tenant still does not pay, the landlord can move forward with the eviction process and file a Complaint for Eviction of Nonpayment of Rent.
- **Lease Violation:** If the tenant commits a lease violation, the landlord may issue a 20-day notice to comply. If the tenant does not correct the issue within that time frame, the landlord can continue the eviction process.

- **Illegal Activity:** If the landlord has proof that a tenant has committed an illegal act that threatens the health, safety, or quiet enjoyment of others, they can begin the eviction process immediately and no eviction notice is required.
- **No lease/end of lease:** If the tenant stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the type of tenancy. Week-to-week leases require a 10-day notice to quit and month-to-month leases require a 30-day notice to quit. For year-to-year leases, landlords are required to provide a 90-day notice to quit.

Other

Rhode Island does not have state rent control laws, but it does allow cities and local governments to create their own. However, no local jurisdictions in Rhode Island have approved any rent control laws.

This allows landlords to charge any amount of rent and increase rent as often as they wish, as long as it is not during a lease period (unless the lease specifically allows for it). Before raising rent, landlords must provide tenants with 30 days' notice. Tenants older than 62 on a month-to-month lease must be given 60 days' notice.

If Rhode Island tenants fail to pay rent on time, landlords are not required to provide a grace period before instating a late fee. There is not a limit on how much a landlord can charge for a late fee, but it must be reasonable.

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South Carolina

Tenant Responsibilities

Renters in South Carolina have responsibilities to uphold while renting. These obligations ensure the rental unit is maintained and the landlord goes financially unharmed. South Carolina tenants must:

- Pay rent when due
- Keep the unit in safe and habitable condition
- Keep dwelling and plumbing fixtures in good repair
- Not disturb other renters or neighbors
- Dispose of all garbage in a proper manner
- Use the property and its appliances as intended

Repairs & Maintenance

Residential landlords in South Carolina must make repairs within 14 days after the tenant provides written notice.

If the landlord fails to make repairs within the proper time frame, South Carolina renters can take several legal actions:

- Sue for costs
- File a court order to force the landlord to make the repairs
- Cancel the rental agreement

NOTE: Tenants cannot withhold rent or use the “repair and deduct” remedy

Security Deposit

South Carolina law permits landlords to collect a security deposit at the start of the lease period to cover unexpected costs. Like a few other states, South Carolina does not limit how much a landlord can charge for the security deposit.

At the end of the lease, the landlord must return the tenant’s security deposit within 30 days. They can make deductions from the security deposit for reasons including property damage beyond normal wear and tear, unpaid rent, and costs due to a breach of the lease agreement.

If the landlord fails to comply with the notice period, tenants can sue for three times the amount wrongfully withheld plus attorney fees.

Lease Termination

South Carolina tenants can terminate a rental agreement early for the following legal reasons:

- Uninhabitable unit
- Early termination clause
- Landlord harassment
- Lease violations

Eviction

South Carolina law permits landlords to evict tenants for certain legal reasons. Before initiating the eviction procedure, landlords must provide a specific notice period, dependent on the reason for eviction. Here are the legal reasons and associated notice periods in South Carolina:

- Nonpayment of rent - If the tenant does not pay rent on time, the landlord may issue a 5-day notice to pay. If the tenant still does not pay, the landlord can begin the eviction process.
- Illegal acts - South Carolina does not require a notice period for illegal activity on rental premises. Thus, landlords may start the eviction process immediately.

- Lease terms violation - If the tenant commits a lease violation, the landlord may issue a 14-day notice to comply. If the tenant does not correct the issue within 14 days, the landlord can move forward with the eviction. However, if the violation does not involve health or safety, the landlord must stop the eviction process if the tenant begins to correct the issue within 14 days, but the issue is not fully resolved in that time frame.
- No lease/end of lease - If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the type of tenancy. Week-to-week leases require a 7-day notice to quit and month-to-month leases require a 30-day notice to quit.

Other

South Carolina does not have rent control laws and prohibits its cities and states from creating their own laws. Thus, landlords may charge any amount of rent and increase rent as often as they wish, as long as it is not during the lease period unless the lease specifically allows for it.

Like a few other states, South Carolina does not specify how much notice a landlord must give a tenant before raising rent. The landlord and tenant can agree on a minimum notice period for a rent increase.

If tenants fail to pay rent on time, landlords are not required to provide a grace period before charging a reasonable late fee.

It is important to note that South Carolina does not allow renters to withhold rent for any reason. Tenants must be current on rent to exercise their rights.

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South Dakota

Tenant Responsibilities

Renters in South Dakota have a set of responsibilities to uphold. These obligations ensure the rental is maintained and the landlord goes financially unharmed. In South Dakota, tenants must:

- Pay rent when due
- Make small repairs and perform maintenance as necessary
- Keep the unit in safe and habitable condition, including keeping it clean and sanitary
- Keep plumbing, electrical, and heating systems in working order
- Not disturb other renters or neighbors

Repairs & Maintenance

In South Dakota, a landlord must make repairs within a “reasonable amount” of time after receiving written notice from tenants

If the landlord fails to make repairs within a timely manner, renters can cancel the lease agreement or use the “repair and deduct” remedy in which they make small repairs themselves and deduct the cost from the following rent payment. Only when the landlord has failed to repair severe issues that break the warranty of habitability and the issue costs more than one month’s rent to fix can tenants withhold rent payments.

Security Deposit

South Dakota law allows landlords to collect a security deposit at the start of the lease period to cover unforeseen costs upon lease termination or the end of the lease period. Landlords cannot charge more than the equivalent of one month’s rent for the deposit. However, they can charge more under special circumstances like pets.

At the end of the lease term, the landlord must return the tenant’s security deposit within 14 days (or 45 days if the tenant requests a written and itemized account of deductions). Landlords can make deductions from the security deposit for reasons including rental damage exceeding normal wear and tear, costs outlined in the lease, and unpaid rent, late fees, and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the full security deposit, plus court costs and damages up to \$200.

Lease Termination

South Dakota renters can terminate lease agreements early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Eviction

South Dakota law allows landlords to evict tenants for specific legal reasons. Before the eviction process can start, landlords must provide a specific notice period, dependent on the reason for eviction. The reasons for eviction and associated notice periods are as follows:

- Nonpayment of rent - If the tenant does not pay rent on time, the landlord may issue a 3-day notice to quit. If the tenant does not vacate the premises, the landlord can begin the eviction process.

- Lease violation - If the tenant violates the lease agreement, the landlord may begin the eviction procedure immediately. No notice is required.
- Sale of rental - If a rental unit is being sold and the tenancy will not continue with the new homeowners, the landlord may issue a 3-day notice to quit.
- No lease/end of lease - If the tenant holds over or stays past the end of the tenancy, the landlord can issue a notice to quit. The notice period depends on the length of the tenancy. Week-to-week leases require a 7-day notice to quit and month-to-month leases require a 30-day notice to quit. There is no statute specifying the required notice periods for other types of tenancies.

Other

South Dakota does not have rent control laws and prohibits its cities and states from creating their own laws. This allows landlords in the state to charge any amount of rent and increase rent as often as they choose, as long as it is not during the lease period (unless the lease specifically allows for it). Before increasing rent, landlords must provide a 30-day advance notice, alerting the tenant to the rent change.

If the tenant fails to pay rent on time, landlords are not required to provide a grace period before charging a reasonable late fee. But to charge a late fee, it must be disclosed in the lease.

South Dakota tenants are allowed to withhold rent in specific instances when the landlord has failed to repair serious issues, breaking the warranty of habitability.

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Tennessee

Tenant Responsibilities

Renters in Tennessee have a range of obligations to uphold. These obligations ensure the rental is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent on time
- Comply with all health and safety building and housing codes
- Keep the unit in safe and habitable condition, free from damages
- Maintain the rental's cleanliness as specified by the landlord
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the property
- Not partake in any illegal activity on the property

Repairs & Maintenance

Tennessee landlords must make repairs in a timely manner. If the rental unit is in an area covered by the Residential Landlord-Tenant Act, repairs must be made within 14 days of receiving written notice from tenants.

If landlords fail to make repairs within a reasonable time frame, tenants can take a few legal actions: sue for costs, file a court order to force the landlord to make the repair, and cancel the rental agreement altogether.

Security Deposit

Tennessee law allows landlords to collect a security deposit at the start of the lease period to cover unforeseen costs at the end of the lease.

Like a few other states, Tennessee does not limit how much a landlord can charge for the security deposit. Landlords are required to hold the security deposit in a financial institution.

Unlike most other states, Tennessee does not have any statutes requiring the landlord to return the tenant's security deposit within a specific time limit. However, landlords that make deductions must alert the tenant in writing and then hold the deposit for 60 days while they wait to hear from the tenant. Landlords can make deductions for reasons including damage beyond normal wear and tear, costs due to breaching the lease, and unpaid rent, late fees, and utilities.

Lease Termination

Tennessee renters may terminate lease agreements early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Lease violation

Eviction

Rental owners are allowed to evict tenants for several legal reasons in Tennessee. Before the eviction can start, landlords must provide a specific notice period, dependent on the reason for eviction. The legal reasons for eviction and associated notice periods are as follows:

- **Unpaid Rent:** If the tenant does not pay rent after the 5-day grace period, the landlord may issue a 14-day notice to pay. If the tenant still does not pay in the 14-day period, the landlord can move forward with the eviction process.
- **Lease Violation:** If the lease violation is not remediable, the landlord may issue a 14-day notice to quit. If the lease violation can be corrected by covering damage or repair costs, the tenant must pay within 14 days. However, if the tenant commits the same lease violation in a 6-month period, the landlord may issue a 7-day notice to quit.

- **Health or Safety Violation:** Landlords can issue a 3-day notice to quit to tenants who violate health, safety, or building and housing codes.
- **Illegal Activity:** If the landlord has proof that a tenant engaged in illegal behavior, they may issue a 3-day notice to quit. In cases of domestic abuse, no notice period is required, and the landlord can evict the tenant immediately.
- **No lease/end of lease:** If the tenant holds over or stays past the end of the tenancy, the landlord may issue a notice to quit. The notice period depends on the length of the tenancy. Week-to-week lease quit requires a 10-day notice to quit and month-to-month leases require a 30-day notice to quit.

Other

Tennessee does not have rent control laws and prohibits its cities and states from creating their own laws. This allows landlords to charge any amount of rent and increase rent as often as they would like if they do not do so during the lease period unless the lease allows for it. Like a few other states, Tennessee does not specify how much notice a landlord must provide before raising rent. Landlords and tenants can agree upon a minimum notice period for a rent increase in the lease.

If the tenant fails to pay rent on time, landlords are required to provide a 5-day grace period before charging a late fee. Additionally, the late fee can only be a maximum of 10% of the rent owed.

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Texas

Tenant Responsibilities

Renters in Texas have a range of responsibilities to uphold. These obligations ensure the rental is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent on time
- Comply with all health and safety building and housing codes
- Keep the unit in safe and habitable condition, free from damages
- Maintain the rental's cleanliness as specified by the landlord
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the property
- Not partake in any illegal activity on the property

Repairs & Maintenance

In Texas, If the landlord will not make repairs needed to protect your health, safety, or security, and you follow the procedures required by law, you may be entitled to:

- End the lease
- Have the problem repaired and deduct the cost of the repair from your rent; or file suit to force the landlord to make the repairs

Security Deposit

Texas state law does not limit how much a landlord can charge for a security deposit. However, landlords must return security deposits within 30 days of the tenant's departure.

Landlords who retain some or all the deposit to cover damage and unpaid rent must provide an itemized, written accounting. Texas law specifically requires landlords to "keep accurate records of all security deposits," but does not elaborate on what that means.

Lease Termination

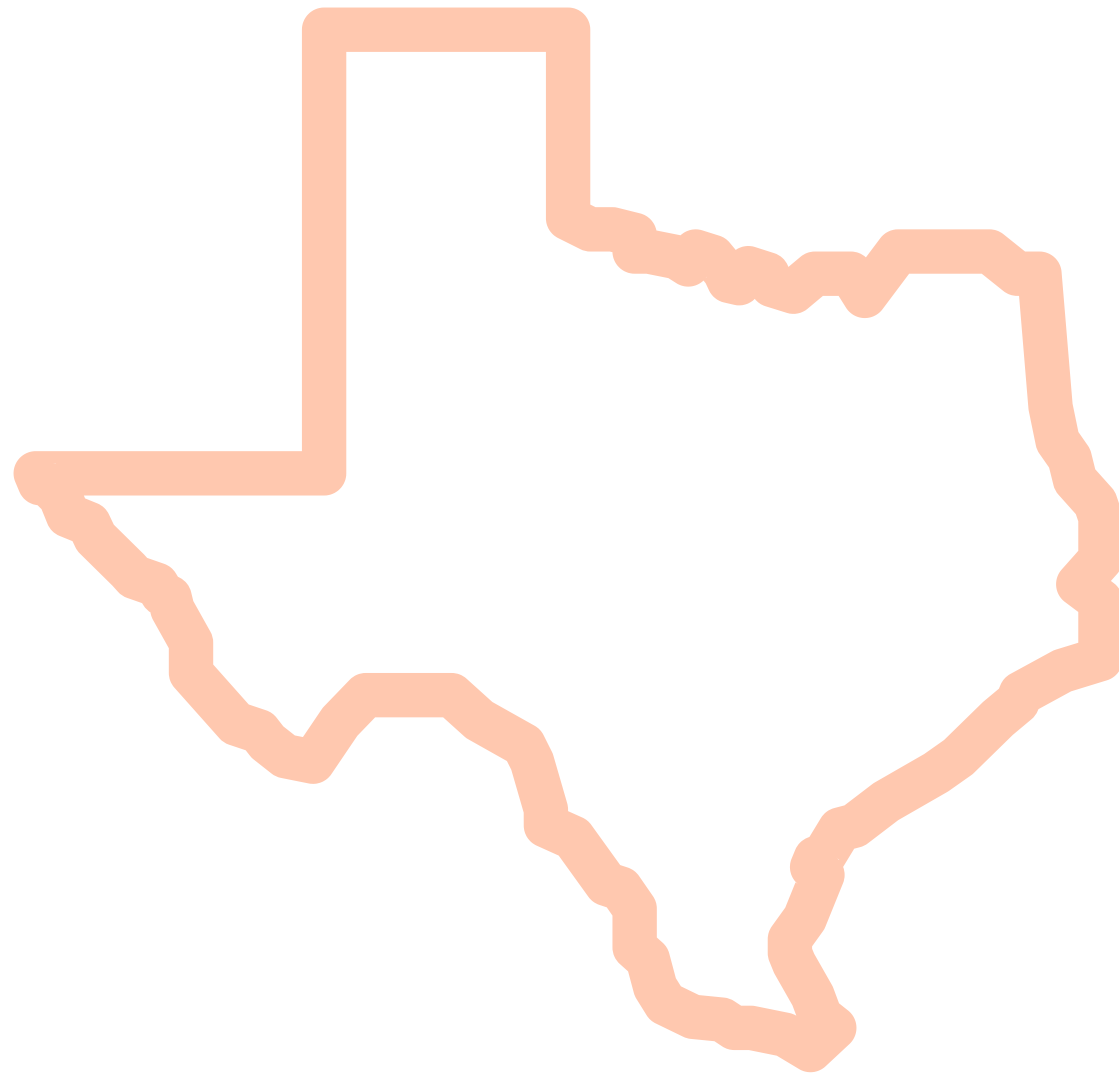
A tenant has the right to terminate the lease early for several reasons, such as an early termination clause, landlord harassment, sexual assault, un-habitable conditions, etc. However, the tenant can also wait until the lease ends to terminate it. In the case of a monthly lease, the tenant needs to provide written notice within 30 days of the end date. While the legal recommendation is 30 days, this amount can be modified.

Eviction

State laws specify when and how a landlord may terminate a tenancy. For example, a landlord may give a Texas tenant who has failed to pay rent an unconditional quit notice that gives the tenant three days (the lease may specify a different amount of time) to move out before the landlord can file for eviction.

According to Texas landlord-tenant laws, the landlord must send a three-day eviction notice before the tenant vacates. If a landlord wants to evict a tenant, make sure they follow all the laws for eviction and lease terminations in Texas.

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Utah

Tenant Responsibilities

Utah tenants have a range of responsibilities to uphold during their tenancy. These duties ensure the rental is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent on time
- Keep the unit in safe and habitable condition
- Make small repairs when necessary
- Comply with all health and safety building and housing codes
- Keep fixtures clean and sanitary
- Maintain smoke and carbon monoxide detectors
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the property
- Allow the landlord or property manager reasonable access to the property for necessary repairs

Repairs & Maintenance

In Utah, landlords must make repairs within 1-10 days, depending on the issue, after receiving written notice from tenants.

If landlords fail to make repairs in a timely manner, tenants can take a few legal actions: cancel the lease agreement, move out (known as “rent abatement” in Utah), or use the “repair and deduct” remedy and make repairs themselves and deduct the cost from the rent. The action they choose must be disclosed in the written notice requesting repairs.

Security Deposit

Rental owners in Utah can collect a security deposit at the start of a lease to cover unforeseen costs at the end of the tenancy. Like a handful of other states, Utah does not limit how much a landlord can charge for the security deposit.

At the end of the lease, landlords are required to return the tenant’s security deposit within 30 days. Landlords may make deductions from the security deposit for reasons including rental damage beyond normal wear and tear, cleaning costs, unpaid rent, and any other charges listed in the lease.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the full security deposit plus \$100 but must first send the landlord a Notice to Provide Deposit Deposition and give them 5 days to return the deposit.

Lease Termination

Utah tenants may terminate a lease early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Domestic violence

Eviction

Utah state law allows rental owners to evict tenants for several legal reasons. Depending on the reason for eviction, landlords are required to provide a notice period before the eviction can start. Here are the reasons for eviction and associated notice periods:

- Unpaid rent - If tenants fail to pay rent on time, the landlord may issue a 3-day notice to pay. If the tenant still does not pay, the landlord may move forward with eviction.

- **Lease violation:** If the tenant commits a lease violation, the landlord may issue a 3-day notice to comply. If the issue is not remedied in that period, that landlord may continue with the eviction.
- **Illegal acts:** If the landlord has proof that a tenant has committed an illegal act, they may issue a 3-day notice to quit before proceeding with the eviction. Illegal activity in Utah includes both criminal activity and non-criminal nuisances.
- **Committing waste:** If the tenant commits waste on the property or does not properly remove it, the landlord may issue a 3-day notice to quit. If the terms are not met, the landlord may begin the eviction process.
- **Subleasing:** If the tenant is found subleasing the rental unit and the lease prohibits it, the landlord may issue a 3-day notice to quit before initiating the eviction process.
- **No lease/end of lease:** If the tenant stays past the end of the tenancy, the landlord may issue a notice to quit. The notice period depends on the length of the tenancy. Month-to-month leases require a 15-day notice to quit. The notice must be served 15 days before the end of the rental period, or the tenant can remain in the unit until the next rental period. At-will tenancies require a 5-day notice to quit. However, this notice can only be used if there is no written or oral lease.

Other

Utah does not have rent control laws and prohibits its cities and states from creating their own regulations. This allows landlords to charge any amount of rent and increase rent as often as they choose, but they cannot increase rent during the lease period unless the lease allows for it. Before increasing rent, landlords must provide a 15-day notice.

If a tenant fails to pay rent on time, landlords are not required to provide a grace period before charging a late fee. The late fee cannot be greater than \$75 or 10% of the rent due, whichever is greater.

Utah tenants may withhold rent if they have alerted a landlord to a maintenance issue and the landlord fails to make the required repairs in a timely manner.

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Vermont

Tenant Responsibilities

Vermont renters have a range of responsibilities to uphold during their tenancy. These duties ensure the rental unit is maintained and the landlord goes financially unharmed. In Vermont, tenants must:

- Pay rent on time
- Keep the unit in safe and habitable condition
- Make small repairs and perform maintenance when necessary
- Comply with health and safety building and housing codes
- Keep fixtures clean and sanitary
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the rental property

Repairs & Maintenance

After getting written notice from tenants, landlords must make repairs within a “reasonable” amount of time.

If landlords fail to make repairs in a timely manner, tenants can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the lease agreement. They can also utilize the “repair and deduct” remedy in which they make repairs themselves and deduct the cost from the following rent payment.

Security Deposit

Vermont rental owners can collect a security deposit at the start of a lease to cover unexpected costs at the end of the tenancy. Like several other states, Vermont does not limit how much a landlord can charge for the security deposit. It is important to note that Vermont allows its cities and states to set their own security deposit regulations.

At the end of the lease, landlords must return the tenant’s security deposit within 14 days. Landlords may make deductions from the security deposit for reasons including damage exceeding normal wear and tear, cleaning costs, costs to remove abandoned property, and unpaid rent, utilities, and late fees.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for double the amount of the security deposit plus court and attorney fees.

Lease Termination

Tenants in Vermont may terminate a lease agreement early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Eviction

Vermont allows landlords to evict tenants for specific legal reasons. Depending on the reason for eviction, landlords must provide a notice period before the eviction process can start. Here are the reasons for eviction and associated notice periods:

- Nonpayment of rent - If tenants fail to pay rent on time, the landlord may issue a 14-day notice to pay. If the tenant still does not pay the past due rent, the landlord may move forward with the eviction.

- Lease violation - If tenants commit a lease violation, the landlord may issue a 30-day notice to quit. If the tenant does not meet the terms, then the landlord may continue the eviction process.
- Illegal acts - Illegal acts such as illegal drug use and violent crime are grounds for eviction. If tenants are found to be committing an illegal act, landlords may issue a 14-day notice to quit. Tenants must move out in this time, or the landlord may file for eviction.
- Sale of the rental - Landlords must provide tenants with a 30-day notice before the property is sold.
- No lease/end of lease - If the tenant stays past the end of the tenancy, the landlord may issue a notice to quit. The notice period depends on the length of the tenancy. For example, landlords are required to provide a 7-day notice for week-to-week leases.

Other

After getting written notice from tenants, landlords must make repairs within a “reasonable” amount of time.

If landlords fail to make repairs in a timely manner, tenants can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the lease agreement. They can also utilize the “repair and deduct” remedy in which they make repairs themselves and deduct the cost from the following rent payment.

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Virginia

Tenant Responsibilities

Virginia renters have a set of responsibilities to uphold during their tenancy. These duties ensure the rental unit is maintained and the landlord goes financially unharmed. Tenants must:

- Pay rent on time
- Keep the unit in safe and habitable condition
- Remove garbage and waste
- Comply with health and safety building and housing codes
- Keep plumbing fixtures clean and sanitary
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the rental property, including smoke and carbon monoxide detectors

Repairs & Maintenance

After getting written notice from tenants, landlords must make repairs within 14-21 days, depending on the type of issue.

If landlords fail to make repairs in a timely manner, tenants can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the lease agreement. They can also utilize the “repair and deduct” remedy in which they make repairs themselves and deduct the cost from the following rent payment. If the issue is severe enough to breach the warranty of habitability, tenants can withhold rent through a court escrow program.

Security Deposit

Virginia landlords can collect a security deposit at the start of a lease period to cover unexpected costs that may arise at the end of the tenancy. However, landlords must provide a written report describing the condition of the rental unit. Virginia state law limits how much a landlord can collect for the deposit to the equivalent of two months’ rent.

Landlords must return the tenant’s security deposit within 45 days at the end of the lease. Landlords may make deductions from the security deposit for reasons including rental damage exceeding normal wear and tear, costs due to early termination of the lease if applicable, other charges outlined in the lease, and unpaid rent and late fees.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the full security deposit plus attorney fees and actual damages.

Lease Termination

To terminate a lease in Virginia, tenants must provide a 30-day notice for week-to-week leases and 3 months’ notice for month-to-month tenancies. They may terminate a lease agreement early for the following reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Domestic violence or family abuse
- Lease violation
- Failure to provide mandatory disclosures

Eviction

Virginia state law allows landlords to evict tenants for several legal reasons. And depending on the reason for eviction, they must provide a notice period before the eviction can begin. Here are the reasons for eviction and associated notice periods:

- **Unpaid rent:** If tenants fail to pay rent on time in Virginia, the landlord may issue a 5-day notice to pay. If the terms are still not met after 5 days, the landlord may continue with eviction proceedings.
- **Lease violation:** If tenants commit a lease violation, then the landlord may issue a 30-day notice to comply—giving the tenant 21 days to correct the issue or the lease will end at the 30-day mark. If the violation cannot be cured, the landlord may, instead, provide a 30-day notice to quit.
- **Illegal acts:** Illegal acts such as illegal drug use, criminal activity, and violent acts are grounds for eviction in Virginia. If the landlord finds that the tenant engaged in illegal behavior, then the landlord may begin the eviction process immediately without advance notice.
- **No lease/end of lease:** If the tenant stays past the end of the lease period, the landlord may issue a notice to quit. The notice period depends on the length of the tenancy. Week-to-week tenancies require a 7-day notice to quit and month-to-month leases require a 30-day notice to quit

Other

Virginia does not have rent control laws and prohibits its cities and towns from creating their own rent regulations. This allows all landlords in the state to charge any amount of rent and increase rent as often as they choose. However, they cannot increase rent during the lease term unless the lease specifically allows for it. Before increasing rent, landlords must provide month-to-month tenants a 30-day notice and weekly tenants a 7-day notice.

If tenants fail to pay rent on time, landlords are not required to provide a grace period before instating a late fee. However, if there is no written lease agreement, the landlord must provide a 5-day grace period. Late fees cannot be more than 10% of the rent owed.

Except for certain circumstances in which the warrant of habitability has been breached, Virginia tenants cannot withhold rent from the landlord.

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Washington

Tenant Responsibilities

Washington renters have a range of responsibilities to uphold. These duties ensure the rental unit is maintained and the landlord goes financially unharmed. In addition to paying rent on time, Washington tenants must:

- Keep the unit clean and sanitary, including removing waste from the unit in a timely manner
- Use all fixtures as intended
- Maintain the smoke detector
- Not engage in any illegal behavior, including gang-related activities or illegal drug use
- Not be a nuisance to other renters or neighbors
- Not purposefully destroy or damage any part of the rental property

Repairs & Maintenance

Washington landlords are required to make repairs within 20 days after receiving written notice from tenants. If landlords fail to make repairs in a timely manner, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement. They can also utilize the “repair and deduct” remedy in which they make repairs themselves and deduct the cost from their following rent payment.

Security Deposit

Washington state law allows landlords to collect a security deposit at the start of a lease to cover unforeseen costs that may arise at the end of the tenancy. Washington does not limit how much a landlord can charge for the deposit, but some cities and towns may have their own laws.

Landlords must provide a receipt for the security deposit and hold it in a financial institution. At the end of the lease, landlords must return the tenant’s security deposit within 30 days, which was recently increased from 21 days. Landlords may make deductions from the security deposit for reasons including rental damage exceeding normal wear and tear, cleaning costs, and repair costs. However, the reasons must be listed in the lease.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the amount of the security deposit plus court costs and attorney fees.

Lease Termination

To terminate a lease in Washington, tenants must provide a 20-day notice period if they have a weekly, monthly, or yearly lease. Week-to-week leases are not required to provide a specific notice period.

Washington tenants may terminate a fixed-term lease agreement early for the following legal reasons:

- Early termination clause
- Active military duty
- Landlord harassment
- Uninhabitable unit
- Domestic violence

Eviction

In Washington, landlords are permitted to evict tenants for specific legal reasons. Depending on the reason for eviction, landlords must provide a notice period before the eviction can start. Here are the reasons for eviction and their corresponding notice periods:

- **Unpaid rent:** If a tenant fails to pay rent when due and after the 5-day grace period, the landlord may issue a 14-day notice to pay. If the tenant still does not pay the past-due rent, the landlord may move forward with the eviction process.
- **Lease violation:** If tenants violate the lease agreement, the landlord may issue a 10-day notice to comply that details how tenants can cure the issue. If the issue is not curable, including waste, illegal acts, nuisances on the property, and any unlawful business, the landlord may issue a 3-day notice to quit.
- **Illegal acts:** Illegal acts including illegal drug use, physical assault, gang-related activity, and unlawful use of firearms or weapons are grounds for immediate eviction. No notice period is required.

Other

Washington does not have rent control laws and prohibits its cities and towns from creating their own rent regulations. Thus, landlords may charge any amount of rent and increase rent as often as they choose. However, they cannot increase rent during the lease term unless the lease agreement specifically allows for it. Landlords must provide a 60-day notice before increasing rent.

If tenants fail to pay rent on time, landlords are required to provide a 5-day grace period before charging a late fee. While there is no limit on how much a landlord may charge for a late fee, the fee must be reasonable.

Tenants are not allowed to withhold rent in Washington, even if the landlord breaches the warrant of habitability.

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West Virginia

Tenant Responsibilities

West Virginia renters have a range of responsibilities to uphold. While their duties are not explicitly outlined in the state code, West Virginia tenants should:

- Pay rent on time
- Keep the unit clean and sanitary, including removing waste and garbage
- Use all fixtures as intended
- Not disturb other renters or neighbors
- Not purposefully destroy or damage any part of the rental property

Repairs & Maintenance

Rental owners in West Virginia are required to make repairs within a “reasonable time” after receiving written notice from tenants. If landlords fail to make repairs in a timely manner, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement. Unlike other states, tenants cannot make the repairs themselves and deduct it from the rent or withhold rent unilaterally.

Security Deposit

West Virginia state law allows landlords to collect a security deposit at the start of a lease to cover unforeseen costs at the end of the tenancy. Like a handful of other states, West Virginia does not limit how much a landlord can charge for the deposit.

At the end of the lease, landlords must return the tenant’s security deposit within 45 days after the next tenant moves in or 60 days after the lease term ends. Landlords may make deductions from the security deposit for reasons including property damage exceeding normal wear and tear, costs due to breach of the lease, costs of removal of the tenant’s property, other charges outlined in the lease, and unpaid rent, utilities, and late fees.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for one and a half the amount of the security deposit plus court and attorney fees.

Lease Termination

To terminate a lease in West Virginia, tenants must provide a notice period depending on their lease type. Week-to-week leases must provide a 7-day notice, while month-to-month leases must provide a 30-day notice. Year-long leases are required to provide 3 months’ notice. Landlords are not required to provide a notice to terminate tenancy because the lease will simply expire on the end date listed on the lease.

West Virginia tenants may terminate a lease agreement early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit

Eviction

West Virginia state law allows landlords to evict tenants for specific legal reasons. If a tenant does not pay rent, landlords are not required to provide a notice period and can file for eviction immediately. However, if the tenant pays past-due rent and any late fees before the eviction hearing, the eviction proceedings will cease.

Additionally, no notice period is required for lease violations or illegal activity, and it is up to the landlord to allow the tenant to cure the issue. The only reason for eviction that requires a notice period is the end of the lease/no lease. The amount of time required in the notice depends on the length of the tenancy:

- Week-to-week leases: 7-day notice to quit
- Monthly leases: 30-day notice to quit
- Year leases: 90-day notice to quit

Other

West Virginia does not have rent control laws. However, state law does not prohibit its cities and towns from creating their own rent control regulations, though as of 2023, none have instated their own laws. This allows landlords to charge any amount of rent and increase rent as often as they choose, but they cannot increase rent during the lease term unless the rental agreement allows for it. West Virginia does not specify how much notice a landlord should provide a tenant before raising rent. Thus, the two parties can come to an agreement on a minimum notice period.

If tenants fail to pay rent on time, landlords are not required to provide a grace period before charging a late fee. While there is no limit on how much a landlord may charge for a late fee, the fee must be reasonable.

Renters in West Virginia are not allowed to withhold rent for any reason.

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Wisconsin

Tenant Responsibilities

Tenants in Wisconsin have their own set of responsibilities to manage. These obligations ensure the rental is maintained and the landlord goes financially unharmed. In Wisconsin, tenants must:

- Pay rent when due
- Not disturb other tenants or neighbors
- Keep the unit clean, as outlined in the lease
- Comply with all building and housing codes affecting health and safety
- Use all facilities, appliances, and utilities as they should be used
- Make small repairs or pay for repairs for any damage or issues caused by the renter

Repairs & Maintenance

Wisconsin state law requires landlords to make repairs “promptly” after receiving written notice from tenants. If the landlord fails to make repairs within a timely manner, renters are allowed to withhold a percentage of the following rent payment. Unlike most other states, tenants can only sue the landlord if the landlord promises to make repairs and then fails to follow through.

Security Deposit

Wisconsin landlords can collect a security deposit at the start of the lease period to cover unexpected costs at the end of the lease term. However, to collect a security deposit, landlords are required to notify tenants of their right to inspect the property and document the condition of the rental unit via a check sheet. Landlords can charge as much as they want for a security deposit and are required to provide a receipt that includes the amount and purpose of payment.

At the end of the lease term, the landlord must return the tenant’s security deposit within 21 days. Landlords can deduct from the security deposit for reasons including rental property damage exceeding normal wear and tear, municipal permit fees, costs outlined in the lease, and unpaid rent and utilities.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for twice the full security deposit, plus court costs and attorney fees.

Lease Termination

To terminate a lease in Wisconsin, tenants must provide a notice period. Month-to-month leases are required to provide a 28-day notice, while year-to-year leases must provide a 5-day notice. All other lease types are not required to provide a specific notice period.

Wisconsin tenants can terminate lease agreements early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Domestic violence

Eviction

Wisconsin state law allows landlords to evict tenants for certain legal reasons. Depending on the reason for eviction, landlords must provide a notice period before the eviction can start. The reasons for eviction and associated notice periods are as follows:

- Unpaid rent - If the tenant with a written lease of a year or less does not pay rent on time, the landlord may issue a 5-day notice to comply or a 14-day notice to quit. For tenants with written leases longer than a year, a landlord may issue a 30-day notice to comply.
- Illegal acts - If the tenant has been found committing illegal acts, such as drug-related activity or violent acts, at the property, the landlord may issue a 5-day notice to quit. After the notice period, the landlord can move forward with the eviction process.
- Imminent harm - If a tenant poses an imminent threat to another tenant or a tenant's child, and there is a protection order or a criminal complaint against the renter for domestic abuse, stalking, or sexual assault, the landlord may issue a 5-day notice to quit.
- No lease/end of lease - If the tenant stays at the property past the end of the lease period, the landlord can issue a notice to quit. The amount of advance notice depends on the length of the tenancy. Week-to-week leases require a 7-day notice to quit and month-to-month leases require a 28-day notice to quit. There is no statute specifying the required notice periods for other types of tenancies.

Other

Wisconsin does not have rent control laws and prohibits its cities and towns from creating their own laws. Thus, landlords can charge any amount of rent and increase the rent amount as often as they choose if it is not during the lease term (unless the lease allows for it). Wisconsin does not specify how much notice a landlord should provide a tenant before raising rent. Thus, the two parties can come to an agreement on a minimum notice period.

If tenants fail to pay rent on time, landlords are not required to provide a grace period before instating a late fee. Wisconsin does not have a limit on how much a landlord may charge for a late fee, but the fee must be reasonable.

Tenants are allowed to withhold rent payments in the case that the property becomes unlivable, the landlord is unable to promptly make the repairs, and if the tenant must move to another property until the issue is fixed.

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Wyoming

Tenant Responsibilities

Tenants in Wyoming bear specific responsibilities. Typically, these duties ensure the proper maintenance of the rental property, and the landlord avoids financial harm. In Wyoming, tenants are required to:

- Pay rent when due
- Not disturb other tenants or neighbors
- Keep the unit clean and sanitary
- Remove all garbage and waste
- Keep common areas clean, if applicable
- Use all facilities, appliances, and utilities in a reasonable manner
- Make small repairs and perform maintenance as needed
- Not damage or destroy any part of the property
- Allow the landlord to enter the property for reasons related to the tenancy during reasonable hours
- Avoid exceeding the maximum number of people allowed in the rental unit, according to the lease

Repairs & Maintenance

Wyoming landlords are required to make repairs within a “reasonable time” after receiving written notice from tenants. If landlords fail to make repairs in a timely manner, renters can take several legal actions: sue for costs, file a court order to force the landlord to make repairs, and cancel the rental agreement. Unlike other states, tenants usually cannot withhold rent or use the “repair and deduct” remedy.

Security Deposit

Like in other states, Wyoming landlords can collect a security deposit at the start of the lease to cover unforeseen costs at the end of the tenancy. Landlords are not required to document the condition of the rental before collecting the deposit and there is no limit on how much a landlord can charge for the deposit.

At the end of the lease period, the landlord must return the tenant’s security deposit within 15 to 60 days, depending on whether the landlord will be deducting from the deposit for rental damages and when the tenant provides a forwarding address. Landlords can deduct from the security deposit for reasons including rental damage exceeding normal wear and tear, unpaid rent, cleaning costs, and other charges outlined in the lease.

If the landlord fails to comply with the notice period or wrongfully withholds funds, tenants can sue for the full security deposit plus court costs.

Lease Termination

Wyoming law does not specify how much notice a tenant must provide landlord before terminating a lease. Thus, landlords and tenants can come to an agreement on a minimum notice period.

Wyoming tenants can terminate lease agreements early for the following legal reasons:

- Active military duty
- Early termination clause
- Landlord harassment
- Uninhabitable unit
- Domestic violence

Eviction

Wyoming landlords can evict tenants if a lease violation has occurred. Before evicting the tenant, landlords must provide a 3-day notice to quit. If the tenant fails to meet the terms of the notice, then the landlord may move forward with eviction proceedings. Lease violations in Wyoming include unpaid rent, health, and safety issues, damaging the rental property, disturbing other tenant and neighbor's right to quiet enjoyment, refusing to allow the landlord to enter the property to make repairs, having too many people in the unit, and failing to move out when the lease is up.

Other

Wyoming does not have rent control laws and prohibits its cities and towns from creating their own laws. This allows landlords to charge any amount of rent and increase rent as often as they choose if it is not during the lease period (unless the lease allows for it). Wyoming state law does not specify how much advance notice a landlord should provide a tenant before raising rent. Thus, the two parties can agree upon a minimum notice period to be included in the lease.

If a Wyoming tenant fails to pay rent on time, landlords are not required to provide a grace period before instating a late fee. There is no limit on late fees, but they must be reasonable.

Wyoming renters cannot withhold rent for any reason, including trying to force the landlord to make necessary repairs.

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Disclosure: While every effort has been made to ensure the accuracy of the information presented in this resource, please note that some details may have changed since its publication. We strive to provide the most up-to-date and relevant content possible.

If you have any additional information or updates you'd like to share with us, please don't hesitate to reach out to us at info@refugeehousing.org.

Your input is invaluable in helping us maintain the quality and accuracy of our resources.

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