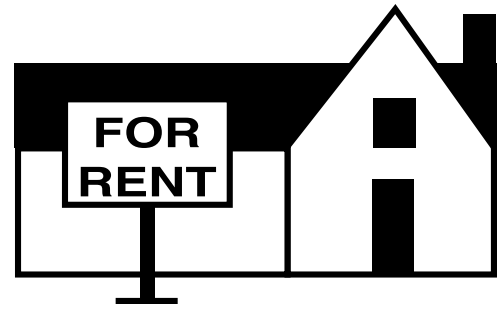


Do You Know Your Rights and Duties As a Renter?



This pamphlet is for renters in these counties: Bedford, Campbell, Cannon, Cheatham, Claiborne, Clay, Coffee, Cumberland, DeKalb, Dickson, Fentress, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Lincoln, Macon, Marshall, Morgan, Overton, Perry, Pickett, Putnam, Roane, Robertson, Scott, Smith, Stewart, Trousdale, Union, Van Buren, Warren, Wayne, and White.

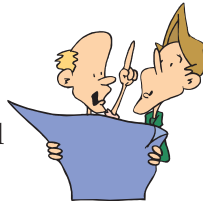
Renters have **different** rights in Anderson, Davidson, Maury, Montgomery, Rutherford, Sumner, Williamson and Wilson counties.

It is very important for you as a renter to know your rights and duties. No one else will protect your rights for you. These rights can make a big difference in how you are treated by your landlord. Also, you can be evicted if you don't live up to your duties as a renter.

A pamphlet cannot take the place of legal advice. If you need legal help with a housing problem, you should see a lawyer.

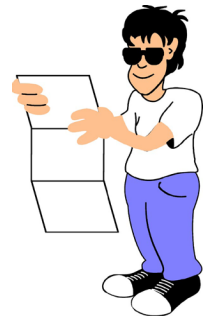
The Lease

When you rent a place, a spoken agreement with your landlord may be as legal as a written agreement. But it can be very hard to prove later what was said in a spoken agreement. Try to take a friend along to witness any spoken agreement with your landlord. However, **it is best to get everything in writing!**



A written agreement with your landlord is called a **lease**. The lease gives both you and the landlord rights and duties. Read all of the lease very carefully. Before you sign it, make sure it says everything you agreed to. Look for these things in a lease:

- Address of the place you are renting
- Address and phone number of landlord
- How much the rent is
- How long the lease is for
- When rent must be paid
- If pets are OK
- Late fees (the charge for paying the rent late)
- How much the security deposit is and when the landlord can keep it
- Who pays for the electricity, gas, water, etc.
- Who makes repairs; what you must repair; what the landlord must repair
- When you or the landlord can end the lease
- When the landlord can come in your place without your OK.



Does the lease say you must pay for the landlord's lawyer if you go to court? **Don't sign it.**

Landlords **cannot** legally change the locks or shut off the electricity to make you move. This is true **even if the lease says they can do these things.**

Can a landlord take your personal property to pay for back rent or damages? No, not unless the lease says so. **Do not sign** a lease that says the landlord can do this.

What does the lease say happens in a fire, flood, tornado or natural disaster? Can the landlord can keep charging you rent even if the place isn't livable? **Don't sign a lease** that says this.

Do you disagree with something in the lease?

Talk to the landlord about it. You can cross out parts of the lease you don't like. You can also add new things to the lease. But **BOTH** you and the landlord must agree to this. You and your landlord should put your initials by any changes. This shows you both agree to the changes.

Do **NOT** sign a lease that has blank spaces. Do you have questions about a lease or disagree with part of it? **Don't sign it** until you have talked with a lawyer. A lease is a legal agreement. **Once you have signed a lease, you should do what it says.**

Get a Signed Copy

Get a signed copy of the lease and put it in a safe place. Be sure that everyone signs both the lease and the copy. This includes you, the landlord, and everyone who will be a renter.

Rent

You and your landlord should agree about how much the rent is. You should agree about when it is due. It is better to have the amount of the rent in writing in the lease. This makes it easier to prove how much rent you owe.



Can the landlord raise the rent before the lease ends? No, not unless you agree or the lease says so.

If you have a lease, your landlord must do what it says. For example, it may say you will pay a certain amount of rent for one year. Then the landlord can't raise the rent during the year. What if the landlord wants to raise the rent at the end of the year? The landlord **MUST** tell you ahead of time before raising the rent. Usually, you must be told a month ahead.

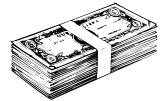
What if you don't have a lease? Then the landlord can raise the rent. But, you have a right to be told ahead of time about changes in the rent.

Always Get a Rent Receipt

Getting a receipt protects you. It proves you paid your rent. Be sure the receipt is dated and signed

by the landlord. The receipt should also show if you still owe any rent. Save all your rent receipts.

Security Deposits



A landlord can make you pay a security deposit. This pays for damage you might cause that is more than "normal wear and tear." Get a receipt for the security deposit signed by the landlord. Make sure the receipt says "security deposit" and shows the date and amount paid.

Before you move in, make a list of anything wrong with the place. Then when you move out, you won't be charged for damage that was already there. Go through the place carefully with the landlord. Make a list of all damages or anything wrong in the place. **You and the landlord should both sign this list of damages. Get a signed copy of the list.**

When you move, you do **NOT** have to pay for damage from "normal wear and tear." This would usually be things like worn floors or a leaky roof. The landlord must pay for these repairs. However, you must pay for any unusual or extra damage you cause. Examples would be a broken window, a hole in the carpet or a broken door.

Read the lease carefully. It says when the landlord can keep your security deposit. When you move, you should get the whole deposit back **IF**:

- You don't owe any rent;
- You have not damaged the property; and
- You have not broken the lease.

Don't wait too long to ask for your deposit back! If the landlord keeps your deposit wrongly, you may go to court to get it back.

Landlord's Duty to Repair the Place

When you move in, the place must be in livable (safe) condition. It should follow health code rules. For example, the plumbing should work. The electrical wiring should be safe. The floors and walls should be strong with no holes. The walls



and roof should keep out the weather. If the place comes with a stove, refrigerator or heater, these must work. Make sure repairs are done before you move in. Get any promise to make repairs **in writing and signed** by the landlord.

The landlord must also keep the areas that everyone uses safe. **Example:** Do you live in a large apartment building? The landlord must keep the sidewalks and stairs in the building in good repair. They must not be dangerous for the people who live there.

Tell your landlord right away about problems that happen after you move in. Your landlord should fix things as soon as possible after that.

The landlord should repair emergency problems immediately. A broken heater or burst water pipe would be examples of an emergency problem.



What if the landlord doesn't make repairs?

In some cases, the local Building Inspector can help. Call the county health department. Ask the Building Inspector to check to see if your place is safe and livable. He or she will do this **IF** these three things are true:

1. Your rent is \$50 or less per week;
2. Your rent is paid up; and
3. You file a written complaint about the problems with the place.

The inspector may find that the landlord is breaking the State Housing Code rules. The inspector can then make the landlord do repairs. You may also want to call Legal Aid about these rights. This law can help you make your landlord keep your place in good condition.

Note: It is illegal for the landlord to evict you for complaining to the Building Inspector.

In other cases, you may sue the landlord or cancel the lease if the landlord doesn't make repairs. Check with a lawyer to see what you can do.

Your Duties as a Renter

You must pay your rent on time and obey the lease. When you leave, the place should be in as good shape as when you moved in. Read your lease carefully. It may give you other duties, such as cutting the grass or not having pets.

Your Rights as a Renter

Your most important right is the right to "quiet enjoyment." This means that you have the right to live peacefully in the place you rent. The landlord can't bother you or keep you from enjoying your place. He or she can't harass you. **No matter what the lease says**, the landlord can't lock you out to make you move. The landlord can't shut off your electricity or water to make you move. This is illegal. Except in an emergency, the landlord can't come into your place without your OK.



Fair Housing is the Law

It is illegal for a landlord to treat you differently from others because of:

- Your race, color or nationality
- Your sex
- Your religion
- Because you are pregnant or have children who live with you
- Because you, or someone you live with or plan to live with, has a disability
- Because someone you spend time with has a disability.

This law does not apply in every case. To find out more, call the Tennessee Fair Housing Council at **1-800-254-2166**. Or, call the Tennessee Human Rights Commission at **1-800-325-9664**. Or call Housing and Urban Development at **1-800-440-8091**. These are free calls.

Special Rights of Renters With Disabilities

You have a right to make reasonable changes to your place. This includes things like adding a wheelchair ramp. You have to pay for the changes yourself.



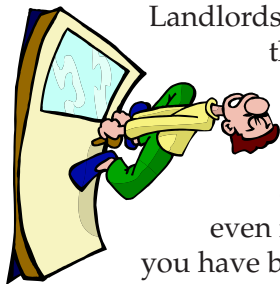
Landlords must bend their usual rules when necessary. This is to give you an equal chance to use and enjoy your place. For example, a “no-pets” apartment must let a blind person keep a seeing-eye dog.

Here are some people who have these rights because of their disability:

- People who don’t see or hear well
- People with mental retardation
- People using wheelchairs
- People with AIDS or HIV virus
- People with mental illness.

To find out more about this law, call the Tennessee Disability Information Office at **1-800-640-4636**. You can also call the Tennessee Fair Housing Council at **1-800-254-2166**. These are free calls.

Evictions and Renters’ Rights



Landlords **can’t** legally change the locks or shut off the electricity to make you move. This is true even if the lease says they can do these things. This is true even if you are behind on rent or you have broken the lease.

To evict you, a landlord must give you “notice.” Notice is warning time. Then the **landlord must go to court** to have you put out. You can sue a landlord who tries to illegally force you to leave.

What if your place is destroyed by a fire, flood or tornado? Was it your fault? If not, you can move out. Most of the time, the landlord **can’t** charge you any rent after the fire, flood or tornado. **BUT check your lease.** If the lease says it’s OK, your landlord can keep charging you rent.

End of Lease

Do you have a lease? Then the landlord can evict you when the lease ends. But the landlord can’t force you to move without going to court first.

Notice (warning time) before eviction

You have a right to warning before an eviction. This is called **notice**. The landlord gives you “notice” by telling you to move in a certain number of days. The landlord can’t take the next step to evict you until:

1. You get notice and
2. The notice time is past.

How much notice time do you get?

It usually depends on how often you pay rent. Do you rent for just one week at a time? If you break your weekly lease, you get 10 days’ notice. Do you rent for 2 weeks or a month at a time? If you break the lease, you get 14 or 30 days’ notice. It depends on how you broke the lease.



You get **14 days notice IF:**

- You have not paid the rent on time **OR**
- You, someone who lives with you or your guests damage the place. **Damage** means more than normal wear and tear. **OR**
- You or anyone who lives with or visits you is violent. This means doing something dangerous to the health, safety, welfare, life or property of others.

What if you get the 14 days notice but don’t want to move? Then pay the rent or pay for or fix the damages during the 14 days. If you pay or fix things in that time, the landlord **CAN’T** evict you.

You get **30 days notice IF:**

- You paid rent on time
- You did NOT damage the place
- You didn’t do anything violent
- You didn’t threaten anyone or their property
- No one living with or visiting you has been violent
- **BUT** you broke other parts of the lease.

You can only be evicted sooner if you agreed to a different amount of notice.

BUT, there are different rules if you live in public housing. **You only get 3 days notice IF:**

- You did something violent on purpose **OR**
- You bought, sold or used illegal drugs there **OR**
- You did anything that threatened the health or safety or property of:
 - anyone who lives there **OR**
 - the landlord **OR**
 - anyone working for the landlord **OR**
 - anyone on the property.

What if you are not the one who did these things? Was it someone who lived with you? Or was it someone you invited over? Then you can still be evicted.

Eviction if you don't have a lease

What if you don't have a lease or if your lease has ended? Then the landlord does **not** need a good reason to evict you. But the landlord **can't** evict you for illegal reasons, such as your race.

Court Eviction

If you don't move out during the notice time, the landlord can go to court.

First the landlord must get a Detainer Warrant. **A detainer warrant is not a warrant for your arrest.** It is the paper that tells you when to go to court. Going to court lets you tell the judge your side of the story. If you don't go to court, you will lose. Then the landlord will have the right to have you put out.

No, you are NOT under arrest. A Detainer Warrant just tells you when to go to court.



A deputy should serve (give) the detainer warrant to an adult in the household. Don't worry about understanding all it says. **Look for the date** it tells you to be in court.

The court date must be at least 6 days after you get the warrant. Some counties may give you more time.

You have a right to a court hearing. At the hearing, the landlord must say why he or she wants you to move. You can also tell the judge your side of the story.

If you have a lease, the landlord can evict you when the lease ends. What if the landlord wants to evict you before that? The landlord must prove to the judge that you broke the lease.

If you don't have a lease, the landlord can evict you at any time. But first, the landlord must give you the right amount of notice time. Then if you don't leave, the landlord must go to court. The landlord **doesn't** need a good reason to evict you. But, the landlord can't evict you for illegal reasons.



Tell the judge if the landlord didn't give you the right amount of notice before going to court.

What if the judge decides that you must move out? You still have **10 days to move after the court hearing**. After 10 days, the sheriff's department can set you out.

What if you disagree with the judge's decision?

You have a right to appeal within **10 days**. If you want to appeal, see a lawyer right away.



Do you want to stay in your place until your appeal goes to court? In some cases, you can. There is a special way to do that. But, it is not for every case and you will need a lawyer.

Using Chapter 13 bankruptcy to stop eviction

You may be able to stop an eviction with a Chapter 13 bankruptcy. This may stop an eviction even if you broke the lease. This works best if you rent a place in:

- public housing or
- Section 8 housing or
- Rural Housing Service (Farmers Home) housing.

It can work in private housing, too if you have a long-term lease. But it will only help you stay there until the end of your lease.

You must still be living in your rented place. You must have a written lease that has not ended yet. The lease never ends as long as you live in public housing. You must have regular income. You must be able to pay your rent on time from now on. You must take care of any other problem that caused you to break the lease.

Are you being taken to court for an eviction?

To stop an eviction by bankruptcy, you must see a lawyer quickly. It will be very important to file the bankruptcy **before** the landlord goes to court. After the eviction hearing, it may be too late to file for bankruptcy.

To find out more, see our brochure on Chapter 13. If you want to do a Chapter 13, see a lawyer right away.

How long do you have before you can be evicted?

Steps the landlord takes:

1. Landlord gives you notice to move.



How long it is before the next step? It depends on how often you pay rent or how long the notice says.

2. You get a detainer warrant.



You have at least 6 days until the court hearing.

3. Court hearing



If you lose in court, you have at least 10 days to move out. During that 10 days you can also file an appeal.

4. After 10 days, the sheriff can set you out.

This booklet cannot take the place of legal advice. Each case is different and needs individual attention. If you need advice, talk to a lawyer. 6/08

LEGAL AID SOCIETY
OF MIDDLE TENNESSEE AND THE CUMBERLANDS

Legal Aid Society

1-800-238-1443

It's a free call.

On the internet at www.las.org