

# Your Rights and Duties as a Renter



in Anderson, Blount, Bradley, Davidson, Greene, Hamilton, Knox, Madison, Maury, Montgomery, Putnam, Rutherford, Sevier, Shelby, Sullivan, Sumner, Washington, Williamson and Wilson counties - **For leases signed BEFORE October 1, 2011**

## Be smart — Before You Move In

### Check for problems

Make sure you make enough to pay the rent every month. Don't pay a deposit or fee until you check the place out.

Always check the place for problems before you move in or sign a lease. Look for a place that is in good shape, safe and livable.



- The plumbing should work.
- The electrical wiring should be safe.
- The floors and walls should be strong with no holes.
- The walls and ceilings should keep out the weather.
- If the place comes with a stove or refrigerator, these must work.
- Stairs should be in good repair and safe.
- There must be a heater that works and is safe.
- Doors and windows should have locks that work.

### What if you find problems with the place before you move in?

1. **Before you sign a lease or move in**, make a list of the problems



you see. Sign and date the list. **Important!** Have the landlord sign this list **before** you sign a lease and move in. Keep a copy of the list in a safe place. You may need it to get your security deposit back when you move out.

2. Does the place need repairs? Then don't sign a lease that says the place is in "good" shape. The lease should say what the problems are.
3. Ask the landlord to fix the problems **before** you move in. If the landlord says OK, write the promise on your list. Get the landlord to sign it.
4. What if the landlord only promises to fix it after you move in? Is this OK with you? Then have the landlord put it in the lease or write down what will be fixed and when. **You and the landlord both** need to sign the paper. Keep a copy.

### Security Deposit



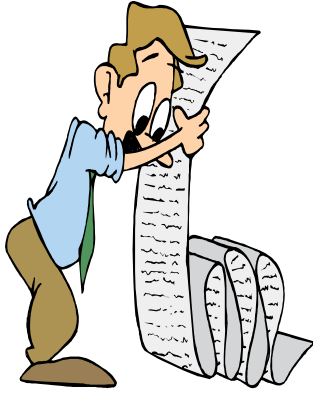
A landlord may make you pay a security deposit before you move in. Get a receipt that says "security deposit" and shows the date and amount you paid. This is money to pay for damage you might do while you live there. The landlord must tell you which bank he puts your deposit in.

### Your Rent

You and the landlord should agree how much rent you will pay. This agreement can be written or spoken. It is best to get it in writing. If you make a spoken agreement, take a friend along.

The friend can be your witness about how much rent you agreed to pay.

## The lease



A lease says what you and the landlord agreed to. It says how much the rent and security deposit will be. It says when you must pay rent. It says who can live there and for how long. It says who pays the bills for gas, lights and water. It says if you can have pets or not. It says what the

rules are and what the landlord can make you pay. **Example:** If you leave trash outside your door, the lease says you have to pay a fee.

Before you sign a lease, read it carefully. The lease should say **everything** you and the landlord agreed to. It should say if the landlord has agreed to do repairs. **The lease proves what you and the landlord agreed to, so make sure it is right.**

What if you don't like something in the lease? Before you sign it, talk to the landlord. **IF both of you agree to changes**, you can mark out parts you don't like. **IF both of you agree**, you can add new things to the lease. Put your initials by changes in the lease. Your landlord **must also** initial all changes. **Do NOT sign a lease that is different from what you agreed to.**



Get a signed copy of the lease. Keep it with your important papers. What if you don't have a written lease? **OR** what if you and the landlord just agreed but you don't have a witness? Be careful. You don't have proof you rented the place. The landlord can say you are trespassing and throw you out.

What if you move in and can't prove you have a lease? What if you can't prove you paid rent? You are trespassing. The landlord can throw you out.

## While you live in the place, here are the things you must do:

- **Pay rent on time.** You may need to prove you paid your rent. If you pay in cash, always **get a RECEIPT**. Be sure it is dated and signed by the landlord and says it was for rent. Save all rent receipts. If you pay by check, save the returned checks. If you pay by money order or cashier's check, save your receipt. Using a check or cashier's check is best.
- **Late fees:**
  - If your rent is more than 5 days late, the landlord can charge you extra. The most the **late fee** can be is 10% of your rent.
  - Do you live in public housing? You get a late fee if the rent is more than 10 days late. The late fee will be \$10. **OR** 10% of your rent if that is less.
- **Keep the place as clean and safe** as when you moved in.
- **Don't tear up the place or let anyone else trash it.**
- **Don't upset the neighbors or break the law in your home. Don't let your family, friends or guests do it either.** It is your fault if your guests act up. The landlord can take you to court and make you pay. He can also have you evicted.
- **Go by the landlord's rules.** But, if the rules seem unfair or illegal, you may want to call Legal Aid.
- Don't leave trash or garbage lying around.

## Your rights as a renter:

- You have a right to a **livable place**.
- 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.



- But the landlord may need to come into your place sometimes. Most of the time, the landlord needs your OK first. If the landlord has a good reason, you should let him in. An example of a good reason is when the landlord needs to make repairs.
- The landlord can come in **without** your OK **IF**:
  - It's an emergency, like a fire or flood.
  - You are gone longer than 7 days without telling the landlord first **OR**
  - You die or get too sick to answer the door **OR**
  - You move out without telling the landlord **OR**
  - You go to jail **OR**
  - The landlord gets a court order.

### Changes in the lease

If you have a lease, your landlord must do what it says. **Example:** The lease says you must pay \$600 a month for the next year. If your lease says that, the landlord can't raise the rent until the year ends.

If you don't have a lease, the landlord can raise the rent at any time. But the landlord **must** tell you ahead of time before raising the rent. If you pay by the month, you must be told a month ahead of time. If you pay by the week, you must be told 10 days ahead of time.

### Fair housing is the law

It's against the law for a landlord to **treat you differently** because of:

- Your race, color or country you are from **OR**
- Your sex **OR**
- Your religion **OR**
- Because you have children who live with you **OR**
- Because you, or someone you live with, has a disability.



Some people have special rights because of their disabilities. This group includes:

- People who do not see or hear well
- People who have intellectual disabilities or mental retardation

- People using wheelchairs
- People with AIDS or HIV virus
- People with mental illness or
- People with other mental or physical problems

Do you think a landlord has treated you unfairly for one of these reasons? Then you can file a Fair Housing complaint by calling **1-800-669-9777**. It's a free call.

If you have a disability, the landlord must bend the rules if necessary.

**Example:** a "no-pets" apartment must let a blind person keep a seeing-eye dog.



If you are disabled, you have a right to make reasonable changes to your place. This includes things like adding a wheelchair ramp. You will have to pay for the changes yourself.

### Want to know more about this law?

Here are places you can call for **free**:

- Disability Information and Referral at **1-800-640-4636**
- Tennessee Fair Housing Council at **1-800-254-2166**
- Legal Aid at **1-800-238-1443**
- Housing and Urban Development at **1-800-669-9777**
- Tennessee Human Rights Commission at **1-800-325-9664**

### Fixing things you can't live without

What if you don't have lights, heat, gas, water, sewage or plumbing?

These are services you need. **Write** your landlord about what is wrong. Put the date on the letter and **keep a copy**.



What if these problems aren't fixed right away after you send the letter? Were the problems **NOT** your fault **or** the fault of someone in your home? Then you can do one of these things:

- Give notice and move out. **OR**

- Use some of your rent money to get things fixed. Make a copy of the repair bill. Send the copy to your landlord with the rest of your rent. **OR**
- Sue your landlord for money. **OR**
- Get another place to stay while you wait for repairs. You don't have to pay rent on the place being repaired till you move back.

What if the problems were **your** fault or your guest's fault? The landlord should still fix it right away. **BUT** you may have to pay for the repairs. You **can't** use your rent money to pay for repairs that are your fault.

### Is the place NOT SAFE?

Is it because of problems like poor wiring or plumbing, or rotting wood?



- In Anderson County, call Engineering and Public Works at 865-457-6244.
- In Davidson County, call Metro Codes Administration at 862-6590.
- In Maury County, call the Building Inspector at 388-5403.
- In Montgomery County, call Building and Codes at 931-645-7426.
- In Sumner County, call the Codes Department at 452-1467.
- In Wilson County, call the Building Inspector at 444-3025.

Is the place **NOT HEALTHY** because of problems like garbage, bugs or rats?



- In Anderson County, call the Health Department at 463-8499.
- In Davidson County, call the Metro Health Department at 340-5616.
- In Maury County, call the Health Department at 388-5757.
- In Montgomery County, call 931-648-5747.
- In Sumner County, call the Health Department at 452-4811.

- In Wilson County, call the Health Department at 444-5325.

What if your landlord tries to evict you for trying to get the place fixed? Is your rent paid up? Then you can't be evicted for trying to get the place fixed. Call Legal Aid at **1-800-238-1443**.

This is a free call.

### Repairs

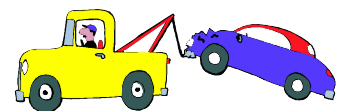


The landlord must keep the place livable and in good repair. The landlord must make the repairs the lease says he will make. You have to do some repairs **if** your lease says so.

**Does something need to be fixed** but it is not an emergency? Is it something the lease says the landlord must fix? **OR** is it needed to keep the place safe and livable? **Then here's what to do.** Write your landlord. This **must be in writing** so you have proof. **Make sure it has the date on it. Keep a copy.** Wait 2 weeks (14 days). What if the landlord doesn't make the repair? You can give notice and then move out.

**Is it something the law or the lease says the landlord must do?** Then if the landlord doesn't make the repairs, you can take him to court. The judge can order the landlord to make the repairs. Did you have to spend money because the landlord didn't fix things? The judge can make the landlord pay you back. But you must have receipts that show how much you spent.

**Your landlord can tow your car, truck, trailer, motorcycle, bicycle, etc.**



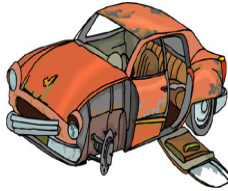
1. A landlord can have you towed with **no warning** if:
  - Your car is in a "No parking" space or a handicapped space, **OR**
  - The sign says your car must have a parking permit, but it doesn't.

2. A landlord must put a **note on the car 24 hours before towing** it if:

- The car doesn't run **AND** it's dangerous for the people who live there.

3. A landlord must put a **note on the car 10 days before towing** it if:

- The car doesn't run but is not dangerous, **OR**
- It has a flat tire, **OR**
- The windows or windshield are broken, **OR**
- Fenders or bumpers are missing, **OR**
- The tags are more than 30 days out of date, **OR**
- It's been there 7 days and it doesn't belong to a renter or their visitor.



If your car is towed, you will have to pay to get it back.

## Eviction (making you move out)



The landlord **can't change the locks** to make you leave! This is against the law. The landlord **can't set your things out** on the street either. Only the sheriff's department can do that.

The landlord **can't shut off lights or other utilities** to make you leave! This is almost always against the law. The landlord can only cut off the utilities if you move out or if:

- The lease says you will put the utilities in your name, and
- You don't do it during the first 10 days after moving in.

Then the landlord can cut off the utilities. But, the landlord can only do it between the 11th and 45th day after you move in.

You can sue a landlord who breaks the law to force you out.



**The landlord must go to court first** to make you move.

## When can the landlord make you move?

**If you have a lease**, you can stay in the place until the lease is up. What if you break the lease? Then the landlord can make you move before the lease is up. Not paying your rent is breaking the lease. If you don't pay, the landlord can take you to court.

What if you **don't have a lease**? Then the landlord can ask you to move any time. But the landlord must give you notice. **Notice** means telling you in writing when you have to move. Keep reading to see how much time you have to move.

Before going to court, the landlord must give you **written notice to move out**. It must say how many days you have to get out. If you don't move by then, the landlord can take you to court.



## How much time must the landlord give you to move before he goes to court?

How much time you get depends on **WHY** the landlord wants you out.

- **What if you did something dangerous or threatened to? What if your family or your visitors did?** Then the landlord only has to give you **3 days** to move out. Then he can go to court to have you put out.

- **What if you didn't pay your rent?** Most of the time the landlord must give you, in writing, at least **30 days** to move. If you don't, then he can go to court. **But**, if you have a lease, it may say he can go straight to court. If so, he doesn't have to give you a letter and extra time to move. You may just get a detainer warrant to go to court. A detainer warrant is **NOT a warrant for your arrest**. It just says when to go to court for the eviction hearing.



- **What if you did something else** that broke your lease or agreement with the landlord? The landlord must give you **30 days** to leave before he goes to court. **BUT** what if you broke the lease the same way in the last six months? Did you fix the problem in 14 days the last time? Then you only have **14 days** to move before the landlord goes to court.



- **You may NOT have to move if you pay the rent or fix the problem.** You have **14 days** to do this. The 14 days start the day the landlord tells you in writing to move out.

**How do you fix the problem?** Is the problem that you didn't pay rent or late fees? Then you must pay what you owe. You must pay to fix property you damaged. The landlord has to say the repairs are okay.

If the same problem happens again within 6 months, you will have to move. You can only fix things and stay in your place 1 time in 6 months.

- **What if you didn't do anything wrong**, but your landlord still wants you out? If you don't have a lease, the landlord can evict you without a reason. But he must give you a **written notice** to move before he goes to court. Do you pay rent each month? Then the notice must give you at least **30 days** to move. If you pay rent each week, it must give you **10 days** to move.
- The landlord **can't** make you move for reasons that **break Fair Housing law**. To find out more about this law, read page 6 in this booklet.

**You may NOT have to move if you file bankruptcy right away.**



A Chapter 13 bankruptcy may work even if you broke the lease. To file a Chapter 13 bankruptcy:

- You must pay any past due rent within 30 days.

- You must still be living in the place you rented.
- You must have a written lease that is not yet up.
- You must have regular income.
- You must be able to pay your rent on time from now on.
- You must take care of any problem that made you break the lease.
- You must make and keep a payment plan to pay what you owe.

**Don't wait!** To file bankruptcy to stop an eviction, you must see a lawyer quickly. It is 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 the Legal Aid paper on Chapter 13 Bankruptcy. If you want to file a Chapter 13, see a lawyer right away.

**What if the landlord takes you to court?** Did the landlord tell you in writing when to move? Did the letter give you the right number of days to move? If not, tell the judge.



The judge may give you more time to move.

Did you pay your rent late? Then show the judge your receipt from the landlord or cancelled check. The judge may not make you move. This may not help if the landlord didn't cash your check or money order.

What if the judge says you must move? Then you have at least **10 more days** to get out. After that, the sheriff's department can set you out.

## When You Move Out

Read your lease. You may have to pay extra if you move before the lease is up. You may have to pay extra if you don't tell the landlord before you move. The lease may say how far ahead you must tell the landlord. It may say you must tell him in writing. Follow the rules in your lease.



**Important!** Don't just break your lease and move out. Your landlord can take you to court. You may have to pay the rent even if you don't live there now.

## Ending your lease if you are "totally disabled"

If you are totally disabled, there are special rules about ending your lease. You can end your lease without paying extra **IF these 3 things are true:**



- You are totally disabled **and**
- Your landlord won't let you make changes you need because of your disability. These changes can be things like a wheelchair ramp or grab bars in the showers, **and**
- You have been approved to move into public housing.

## Damages



Did you pay a deposit? When you are ready to move, do a walk through with the landlord. Make a list of any damages. See if you can agree on what you must pay for.

After you move, the landlord can **give you a list of damages to pay**. He has **10 days** to do this. He must do this before he fixes the problems. The list must say what it would cost to fix the problems. If you don't get a list, you should get all your security deposit back.

If you get a list of damages to pay, read it carefully. **Don't sign** this list unless you agree that you caused the damages on the list. If you sign it, you are agreeing to pay for the damages. You also have a right to see the problems for yourself.

**You don't have to pay for things that were damaged before you moved in.** Check the list you and the landlord signed before you moved in. It proves what was already damaged.

**You don't have to pay for damage caused by just living there.** This is called "normal wear and tear." It is things like a leaky faucet, worn rugs

or paint wearing off. This happens when a place gets older.

You do have to pay for any **extra damage** you cause. "Extra damage" happens when you don't take good care of a place. **Examples:** broken windows, doors pulled off, cigarette burns in the rug, holes in walls or doors.

What if you think the landlord's list of damages is wrong? **DON'T sign the list!!!!** Make your own list of the things you should **not** have to pay for. Sign this list and give it to the landlord. Keep a copy.

**What if the landlord still keeps your security deposit to pay for these damages?** Then you may sue the landlord in General Sessions Court. You can only sue for the things you don't think you should pay for.

If you agree with the landlord about what you should pay, then sign the list. Signing it means you agree to pay for the damages on the list. The landlord will take this money out of your security deposit. If the damages cost more than the deposit, you will have to pay more.

## Security Deposit



Before you move out, pay all the rent you owe. If you don't, the landlord can take it out of the security deposit. This includes late fees.

When you move out, you will get the security deposit back **IF:**

- you don't cause extra damage **AND**
- You don't owe any rent when you move **OR**
- The landlord didn't keep your security deposit separate. It has to be in a bank account just for security deposits.

**Be sure you give the landlord your new address.** And ask in writing for your security deposit back **right away**. Put the date on the letter and keep a copy. If you don't, the landlord may try to



keep your security deposit. If the landlord keeps your deposit wrongly, you may go to court to get it back.

To find out more, see Legal Aid's paper on **Security Deposits**. It is on the internet at [www.las.org](http://www.las.org).

## Warning!

Your landlord can also keep your security deposit if you **abandon** your home. You abandon your home if:

1. You are behind on rent **AND** leave for 30 days or more without saying why **OR**
2. Your rent is 15 days late **AND** it looks like you have left for good.



If you abandon your home, the landlord can rent it to someone else. He can also sell anything you left there. **The landlord does NOT have to go to court first if you abandon the place.**

## Legal Aid Society

of Middle Tennessee and the Cumberland

**1-800-238-1443**

It's a free call.

On the internet at [www.las.org](http://www.las.org)

This information is not meant to take the place of legal advice. Each case is different and needs individual attention.

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## How long before you can be evicted?

Most of the time, you have at least 2 weeks before you can be set out. You may have up to 6 weeks. It depends on why the landlord wants you out.

### 1. Landlord gives you written notice to move by a certain date

(Unless you are behind on rent and your lease says you get no warning.)

How long do you have until landlord can get a warrant? See page 5.  
**You may have 14 days to fix the problem and stay.**

### 2. You are served with a warrant to go to court.

In Davidson and Montgomery County the first court date will be on the warrant. In other counties you will have **at least 6 more days** until the court hearing.

### 3. Court hearing

(If you lose, landlord gets court order to evict you.)

Then you have **at least 10 more days** to move out. During the 10 days, you can ask a lawyer about filing an appeal.

### 4. On the 11th day after the hearing, the sheriff can set you out.