



Landlord and Tenant Law Fact Sheet

Introduction

The law described in this fact sheet does not apply to people who receive Section 8 funding or live in public housing.

A lease or rental agreement is a contract. You and your landlord's rights and duties are set out in this contract. Without a written contract, your rights and your landlord's duties are limited. Therefore, we strongly recommend that you never rent a house or an apartment without a written lease.

Obligations

Your Landlord's Obligations

Landlords must give you sole possession of the property. However, the laws have changed on when a landlord can enter.

Landlords can enter to:

- inspect the apartment
- make necessary or agreed repairs, decorations, alterations, or improvements
- supply necessary or agreed services
- investigate possible violations of the rules or lease
- investigate possible criminal activity
- exhibit the apartment to prospective or actual purchasers, mortgagees, tenants, workers, or contractors

Because the law gives the landlord such broad rights to enter, you may want to have a lease provision limiting entry to reasonable times and with at least a 24-hour notice.

Landlords must provide you with quiet enjoyment. This means the landlord is supposed to take reasonable steps to make sure other tenants do not interfere with your enjoyment of the property (for example, loud music or criminal activity might interfere with your enjoyment).

Landlords must not lock you out of the home or use "self-help" to evict you (for example, turning off utilities or removing doors).

Not Your Landlord's Obligations

Your landlord does not have to provide you with a habitable dwelling (i.e., a fit place to live). This means the floor can be rotten, the roof can leak, and the plumbing can fail to work.

The landlord does not have to make any repairs either to your home or to common areas (for example, stairways of apartment buildings). Even if your landlord makes an oral promise to repair something, that agreement cannot be enforced. If the landlord makes a repair, they must do it correctly, however.

Your landlord does not have to insure your personal property against loss, such as from fire or theft.

Note: a written lease changes what the landlord must do. For example, if the written lease requires the landlord to make necessary repairs or provide a fit place to live, then the landlord must do so.

Your Obligations

You must inspect the home before you move in to make sure it meets your needs and is in good condition. You should document anything wrong with the home at the time you move in.

You must pay rent in full and on the day that it is due. If you do not, the landlord may evict you. Never pay by cash unless you are given a receipt. If the landlord will not give you a receipt, do not give him the cash. If the landlord refuses the rent, write the landlord a letter, keeping a copy, saying you offered the rent, the day you offered it, and that the landlord refused it. Do not spend that money as if an action is brought. You will need to pay the rent at that time if you wish to remain in the property.

You must not use or let another person use the property for criminal activity. If you do so, the landlord or the prosecuting attorney can evict you.

You must not use or let another person use the property to disturb the quiet enjoyment of others. If you or someone you let stay in your home makes too much noise, then the landlord or the prosecuting attorney can evict you.

You must keep the home clean and in the condition it was in when you rented it except for normal wear and tear. Normal wear and tear happens when you use the property in a reasonable manner (for example, carpet worn from being walked on). However, your landlord may evict you for damages that happened because of unreasonable use, even if it was an accident. An example of these damages is stained or burned carpet. If you damage the apartment, your landlord may evict you, keep your security deposit, and sue you for the cost of repairs.

The Lease

When you have a written lease, your landlord may have more responsibilities. The written lease should include terms like:

- use of the property: what you may use the property for (usually, you can only use it as a home and not for other purposes, like a business) and who may live with you
- security deposit: how much it is and what you must do to get it back
- repairs: whether your landlord will be responsible for any repairs
- rent: when rent is due and how much it is



- **late fees:** when you will be charged a late fee and how much it will be
- **grace period:** how long you have before your rent is considered late (usually, you have five days before your rent is considered late; however, some written leases change the number of days—if your rent is late, you can be evicted)
- **notice to terminate:** what kind of notice you or your landlord must give for you to move, including whether it must be in writing and how many days in advance it must be given
- **eviction:** for what reasons the landlord can evict you (which may be included in the written lease) besides the following three reasons, which apply to everyone:
 - failure to pay rent within five days of the due date
 - the ending of the time period of the lease
 - violation of your responsibilities of the lease

Security Deposits

Your landlord may ask you for a security deposit, which is money to pay for any damages beyond normal wear and tear that happens during the time you live in the home. Damages include not only damaged property, but also failure to clean, pay rent, pay late fees, or give seven or 30 days' notice before you move (depending on your lease). A security deposit is not an advanced payment of rent.

If your landlord owns six or more properties or has someone manage or collect rent on his property, certain laws apply. Under these laws, a landlord may not ask for more than two months' rent as a security deposit. For example, if your rent is \$300 per month, the landlord cannot charge you over \$600 as a security deposit. Within 60 days of the lease termination, they must return the security deposit to you or give you a list of damages you have done and the amount they have withheld from the security deposit to repair those damages. If the landlord does not do these things, you may be entitled to twice the amount of the deposit plus costs and attorneys' fees.

If your landlord owns five or fewer properties, those laws do not apply. For this reason, it is very important to have a written lease or rental agreement with your landlord stating how much the security deposit is, what it will take to get back, and when you can expect to receive it. You still may sue your landlord in small claims court for the return of your security deposit, but he may counterclaim against you for any unpaid rent or damage to the home.

Your landlord does not have to give you back your deposit at the same time you move out. Make sure that your landlord knows your new address so they can return your security deposit. If your landlord returns your deposit to your last known address (which can be the place you just moved from) and it comes back, the landlord only has to make a "reasonable" attempt to find you.

After 180 days, if your landlord cannot find you, they can keep your entire deposit.

Protecting Your Security Deposit

Leave the landlord your new address or an address where you can be contacted. If you leave without giving a proper notice, check to see whether someone else moves in. You may still be able to get some of your security deposit back if your landlord rents the home to someone else.

Give the landlord pictures or a list of any damages that are present when you move in. Keep a copy of the pictures or a list for your records so when you move out, you are not charged for damages you did not cause.

Leave the home clean, keep receipts for cleaning, and take pictures of the home when you leave. Furthermore, have an independent witness verify that the home was clean when you left, and, if possible, have your witness be someone who saw the home when you moved in.

Try to have an independent witness with you when you talk to your landlord about a problem. It is even better to put all communications with your landlord in writing. With that said, ask for all promises from your landlord to be in writing.

Repairs

Under all oral, and most written, leases, you take the home "as is." This means the landlord has no duty to provide any maintenance or repairs of the home that they do not agree to in writing. For this reason, you should inspect the home before you sign a lease agreement.

You must keep your home reasonably safe and clean. If you do not, your landlord can choose to enter your home and make reasonable repairs, which you must pay for. You may ask the landlord to make repairs. If the landlord agrees to make repairs, have that agreement included in the written lease agreement. If the landlord agrees to make repairs, then they must make the repairs in a reasonable manner (their repairs must be done well and must be safe).

You must continue to pay rent even if your home needs repairs or the landlord fails to make promised repairs. In Arkansas, you cannot withhold rent from the landlord for any reason. If you withhold rent, you will be evicted and the landlord may attempt to keep your property.

If you think your home has health and safety problems, contact the city-housing inspector to find out if your home meets city building codes. If the home does not meet city building codes, the home will be condemned and you will be required to move. Many towns do not have building codes.



Late Fees

Many leases give a landlord the right to charge late fees. If you pay your rent even one day late, you may be charged a late fee. Late fees may be charged for each day that your rent is late. Some leases allow a grace period (for example, rent is due on the first day of the month, but it may not be counted late until the fifth day of the same month).

Terminating a Lease

Either you or the landlord can terminate the lease. If you have a written lease, you and the landlord must give notice according to the terms of the lease. If you do not have a written lease, the landlord can terminate your lease at any time for any reason. To terminate the lease, your landlord must give you one rental period's notice. If you pay rent monthly, the landlord must give you one month's notice, and if you pay weekly, the landlord must give you one week's notice. The same rule applies to you. If you want to terminate the lease, you must give the landlord one period's notice from the day that your rent is due. If you do not give a notice one full rental period before you move, you will be liable for the next period's rent unless the property is rented.

Your Belongings

When the lease ends, for any reason, remove your property. If you leave your property even for one day after your lease ends or you move out, your landlord may attempt to sell or dispose of your property without your permission. If your landlord puts your property in a storage unit, you must pay those storage fees to get your property back.

Renter's Insurance

In the case of a fire, vandalism, or theft, renter's insurance covers the loss of your personal belongings. Your landlord's insurance policy will not cover you. Usually, renter's insurance is not as expensive as auto or health insurance. Call an insurance agent to get a quote.

Evictions

There are two types of eviction procedures a landlord can use to evict you: "failure to vacate" (criminal eviction) and "unlawful detainer" (civil eviction).

Under "failure to vacate," the landlord gives you 10 days' written notice to leave. This method of eviction applies only to the non-payment of rent, including unpaid late fees. If you do not leave the home within 10 days, you can be charged with a crime. You would then be required to appear in court where you could be

fined up to \$25 for each day you remained in the home after being given the 10-day notice to vacate.

Under "unlawful detainer," the landlord gives you three calendar days' written notice to leave. If you do not leave, the landlord can sue by filing a complaint against you in court. After that, you should receive a summons to appear in court. You have five days, including Saturdays but not Sundays or legal holidays, to object in writing to the eviction. If you do not file an objection, the sheriff can remove you from the home. If you do object, a hearing will be scheduled to determine your right to continue living in the home.

A landlord is not permitted to change the locks on your doors, move your furniture out, turn off your utilities, or use any other "self-help" method of eviction or harassment to get you to move.

Domestic Abuse

If you are a victim of domestic abuse, then a landlord cannot end your lease or refuse to lease to you because you are a victim. The landlord can refuse for other reasons.

You can, at your expense and with the landlord's permission, change locks. You must provide the landlord a key immediately upon changing the locks.

A written lease cannot forbid you from calling the police or emergency services. If the court orders a domestic abuser to stay away from you, then your landlord can help. They must choose to help. If your domestic abuser lives in the same home as you, then your landlord may evict them or forbid them from entering your home except to the extent provided for in a court order.

Mobile Homes

If you own a mobile home, rent the land it is on, fail to pay rent, and have stopped living in it, then you can lose your mobile home. If you do not live in your mobile home or pay rent for two months, the landlord will send you a written notice. After 30 days, if you have not removed the mobile home, then the landlord can take it, sell it, and use the money to pay your rent.

Glossary

The following list defines words that are in most lease agreements. If there is language in the lease agreement that you do not understand, ask a lawyer what it means before you sign the agreement.

- **assignment:** when you allow someone to take over the rest of your lease for you
- **covenants:** promises you and your landlord agree to when you make a lease agreement (for example, you promise to pay rent)



- **default:** a failure to obey the terms of the lease (for example, if you do not pay rent, you have defaulted on your lease agreement)
- **eviction:** when the landlord uses the legal process to remove you from the home because you have defaulted on the terms of the lease
- **hold over:** to remain in possession of the home after the lease ends
- **lease:** a written or oral agreement in which the owner of a property (either real estate or some object like an automobile) allows use of the property for a specified period of time (term) for specific periodic payments (rent) and other terms and conditions
- **lessee (or tenant):** you are a lessee or tenant when you rent a place to live
- **lessor:** the owner of the property (your landlord)
- **premises (or property):** the home you are renting
- **quiet enjoyment:** your right to use and enjoy the home without interference
- **security deposit (or damage deposit):** an amount of money given to the landlord that can be used to cover unpaid rent, damages, or cleaning
- **sublease:** when you allow someone else to take over your lease for a certain period of time, after which you agree to take responsibility for the lease again
- **surrender:** to give up or return the property

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The information and statements of law in this fact sheet should not be considered legal advice. This fact sheet is provided as a broad guide to help you understand how certain legal matters are handled in general. Courts may interpret the law differently. Before you take action, talk to an attorney and follow his or her advice. Always do what the court tells you to do.

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