

# Renters' Rights and Duties



Rural Tennessee Counties

*Prepared by*

WEST TENNESSEE  
LEGAL  SERVICES



# Renters' Rights & Duties



This booklet provides important information about **renters' rights and duties in rural Tennessee counties** (all Tennessee counties except Anderson, Blount, Bradley, Davidson, Hamilton, Knox, Madison, Maury, Montgomery, Rutherford, Sevier, Shelby, Sullivan, Sumner, Washington, Williamson, or Wilson. Those counties have slightly different rules, for which West Tennessee Legal Services (WTLS) has prepared a separate booklet).

Note: If you live in public or low-cost government housing, your rights may be different. A Legal Aid or private lawyer can tell you about those rights.

WTLS gratefully acknowledges Legal Aid of Middle Tennessee and the Cumberlandds for developing the information contained in this booklet. This information is based on Tennessee law. Other states may have different laws. This booklet is for information only. It is not meant to take the place of legal advice. Each case is different and needs individual attention.

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# How to be smart *before* you move in



## **Rent, expenses, and renter's insurance**

Make sure you have enough money to pay the rent. Your rent should be no more than one-third of your income.

Before you sign the lease, find out how much and what you will have to pay for:

- Security deposits
- Deposits for water, gas and electricity
- Pet deposits

Don't pay a deposit or fee until you look at the place you will rent. Find out how much renter's insurance will cost. It can save you a lot of money if you have a fire or a flood. Renter's insurance is insurance for the stuff you have in your rental place like furniture or a TV. Renter's insurance can be very cheap. It gives you money to replace or help replace your stuff if it was damaged in a fire, flood, or big water spill. Your lease may say you must have renter's insurance.

## **Check for problems**

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 fit to live in.

- 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 safe.
- There must be a heater that works and is safe.
- Doors and windows should have locks that work.



## What to do if you find problems before you move in

1. Before you sign a lease or move in, make a list of the problems you see. Are small repairs needed? Ask the landlord to fix the problems **before** you move in. 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. Are big repairs needed? **Don't** sign a lease or move in.
3. What if the landlord only promises to fix it after you move in? Is this OK with you? Then have the landlord make a list and say when each will be fixed. **You and the landlord both need to sign the paper.** Keep a copy.
4. Take pictures when you move in. Save the pictures in a safe place, with a copy of your lease.

## The lease

When you rent a place to live, 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 the 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 • How the lease can be ended
- When the landlord can come in your place without your OK

What does the lease say about what happens if the landlord takes you to court? Does the lease say you must pay for the landlord's lawyer? This means you will have to pay for your landlord's lawyer if:

- The landlord takes you to Court **AND**
- Proves that you did something wrong.

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**. Landlords can't make you agree to anything in the lease that is against the law. 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 keep charging you rent even if the place isn't livable? **Don't sign a lease that says this.** If it is in the lease, ask the landlord to take it out. Make sure you both sign by the change.

### **Do you disagree with something in the lease?**

Talk to the landlord about it. If you both agree, 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. The Legal Aid Society for your area may be able to help for free.



Keep a copy of the signed lease. A lease is a legal agreement. Once you have signed a lease, you should do what it says. 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 must be paid. 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? Yes, **BUT** the landlord must tell you in writing that the rent will go up.

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. Can the landlord raise the rent during the year? Generally, no. But if your lease says the rent may be changed, then they can do so, if they follow the procedures contained in the lease for notifying you of the change. 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. You have a right to be told ahead of time about changes in the rent.

### **Get a receipt for your rent payments**

Pay your rent by check or money order if you can. Keep copies of your checks or money order receipts. Ask your landlord for a receipt, too. If you have to pay in cash, make sure you always get a receipt. Save all your rent receipts. That way you can prove that you paid.



## **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 something that was already broken or messed up. Go through the place carefully with the landlord. Make a list of all problems or anything wrong in the place. **You and the landlord should both sign this list of problems. Get a signed copy of the list.**

Are there things that are broken or messed up from “normal wear and tear?” When you move, you do **NOT** have to pay for these. 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 problems 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 broken or messed up 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 be able to go to court to get it back. Check with a lawyer to see what you can do. Your local legal aid provider may be able to help you for free.

## **Landlord's duty to repair**

When you move in, the place must be in safe condition. It should follow health code rules. For example, the sinks and toilet 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.

If they have to be fixed, make sure it is done before you move in. If the landlord promises to fix things, get it **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 \$200 or less a 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 fix things. You may also want to call your local Legal Aid about these rights. This law can help you make your landlord keep your place in good shape.

# 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. The landlord can’t throw your belongings out. This is against the law. Except in an emergency, the landlord can’t come into your place without your OK.

If your landlord tries to make you move by locking you out, shutting off your electricity or water, or by throwing your belongings out, contact your local legal aid office. You may be able to get free legal help.

## **Fair Housing is the law**

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

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

This law does not apply in every case. To find out more, call your local legal aid office or one of the Fair Housing Resources listed at the end of this booklet. 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.



If you need to make a change because of a disability, landlords must bend their usual rules. 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 intellectual disabilities
- People using wheelchairs
- People with AIDS or HIV virus
- People with mental illness

To find out more about this law, contact your local Legal Aid Office or one of the Fair Housing Resources listed at the end of this booklet. 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.

### **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 has passed



## How much notice time do you get?

Most of the time it depends on how often you pay rent. If you agreed to pay rent each week, you get 7 days' notice.

Do you pay rent every 2 weeks or once a month? Then the amount of notice you get depends on the reason for the eviction.

You get 14 days' notice IF:

- You have not paid the rent on time OR
- You, someone who lives with or visits you breaks something or messes up the place. Breaking or messing up the place means more than normal wear and tear. OR
- You or anyone who lives with or visits you is violent. This means they do something dangerous to someone else's:
  - Health
  - Safety
  - Well-being or happiness
  - Life or
  - Stuff

**What if you get the 14 days' notice but don't want to move?** Are you being evicted because of late rent or breaking or messing up the place? Then during the 14 days, pay the rent or pay for or fix what you broke or messed up. If you pay or fix things in that time, the landlord **CAN'T** evict you. But what if you do the same thing again within in 6 months? Then the landlord can give you 14 days' notice and evict you. You **can't** stay even if you fix the problem again.

You get 30 days notice **IF**:

- You paid rent on time **AND**
- You did NOT break or mess up the place **AND**
- You didn't do anything violent **AND**
- You didn't threaten anyone or their property **AND**
- 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.

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. However, you may have some protection against eviction under the Fair Housing Act. For example, if your place was damaged because you are a victim of domestic violence or another crime, you may be protected from eviction under Fair Housing law. Contact your local legal aid office. You may be able to get free legal help to remain in your home.

Unless you are under a lease for a specific period of time, your landlord does not need a reason to evict you. But the landlord can't evict you for illegal reasons, such as your race and they must follow the court eviction process to have you removed from the property.

### **Court eviction**

Your landlord must go to Court to evict you. 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. They can do this **10 days** after the day you were supposed to go to court. If your landlord takes you to Court, you should try to get a lawyer to help you. Your local legal aid office may be able to help you for free.

**How do you get the detainer warrant?** It will be brought to you at your home or work. Usually a sheriff's deputy brings it. But it can be another adult. It can't be the landlord or someone who works for the landlord. They give the detainer warrant to an adult in your household.



Can they leave the detainer warrant on your door? Yes, but only if:

- The landlord isn't asking for money from you **AND**
- The landlord just wants the Judge to make you leave.

Don't worry about understanding all the detainer warrant 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. But the landlord still has to take you to Court. What if the landlord wants to evict you before that? The landlord must prove to the judge that you broke the lease.

**What if you don't have a written lease that says when the lease will end?** Then 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. 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 and your stuff out.



### **What if you disagree with the judge's decision?**

You have a right to appeal within 10 days. Do you want to stay in your place until your appeal goes to court? In some, but not all, cases you can. Seek advice for a lawyer. Your local legal aid office may be able to help you for free.

### **Chapter 13 bankruptcy to stop eviction**

You may be able to stop an eviction with a Chapter 13 bankruptcy even if you broke the lease. If you want to do a Chapter 13, see a lawyer right away to decide whether you qualify to file Chapter 13 and whether it is a good choice for you. The bankruptcy must be filed before your landlord gets a court order to evict you.

# How long before you can be evicted?



## Landlord tells you to move by a certain date

How long do you have before the next step? It depends on how often you pay rent or how long the landlord says. More info on this starting on page 9 of this booklet.

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

You have at least 6 days until the court hearing

**Court hearing:** If you lose, the judge signs a court order that lets the landlord evict you. The judge will also say how much you owe the landlord so far.

You have at least 10 more days to move out. During the 10 days, you can ask a lawyer about filing an appeal. An appeal probably won't keep you in your home.

**After the 10th day, the sheriff can come, and you and your belongings will be set out if you've not already moved.**

# Resources



**FREE LEGAL HELP:** If you're worried about being evicted, free legal help may be available from your local legal aid office.

**Memphis Area Legal Services (MALS)**

**malsi.org | 901-523-8822**

**West Tennessee Legal Services (WTLS)**

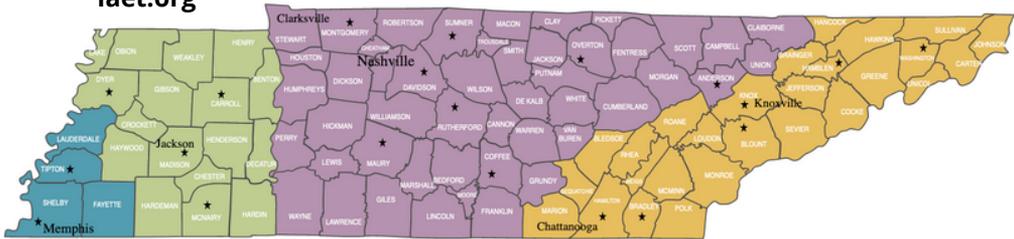
**wtls.org | 731-423-0616** or toll free at **800-372-8346**

**Legal Aid of Middle Tennessee and the Cumberlands (LAS)**

**las.org | 800-238-1443**

**Legal Aid of East Tennessee (LAET)**

**laet.org**



**STATEWIDE RESOURCES PROVIDED BY THE TENNESSEE ALLIANCE FOR LEGAL SERVICES (TALS):**

**Visit Renter Defender**, an interactive website that can help you learn about your rights and find help in your community - **renterdefender.org**

**Call 844-HELP4TN** (844-7486) to talk to an experienced Tennessee attorney for free legal advice and referrals.

**Visit Help4TN.org** to email legal questions, see court forms, watch videos about legal issues and more.

**FAIR HOUSING RESOURCES:**

**U.S. Department of Housing and Urban Development (HUD):** toll-free hotline at **800-669-9777** or visit **HUD.gov**

**Tennessee Human Rights Commission**  
**800-251-3589**

**Contact your local Fair Housing Initiative Program (FHIP)**

**Tennessee Fair Housing Council** serving Davidson, Cheatham, Dickson, Montgomery, Rutherford, Sumner, Williamson, and Wilson Counties for Fair Housing enforcement **625-874-2344**

**WTLS** throughout Tennessee and by subcontract with **MALS** serving all other counties in Tennessee statewide for Fair Housing Enforcement





# WTLS

wtls.org | 731-423-0616



Contact **West Tennessee Legal Services** if you need civil legal help. Apply for services online or by phone.

[www.wtls.org](http://www.wtls.org) | 800-372-8346 | 731-423-0616

**Jackson Office (Main)**  
210 W. Main Street

**Huntingdon Office**  
113 W. Paris Street

**Dyersburg Office**  
208 S. Church Street

**Selmer Office**  
141 N. Third Street