

# Renters' Rights and Duties



Madison County, TN

*Prepared by*

WEST TENNESSEE  
LEGAL  SERVICES



# Renters' Rights & Duties



This booklet provides important information about **renters' rights and duties in Madison County, Tennessee**, as well as the following other counties in Tennessee: Anderson, Blount, Bradley, Davidson, Hamilton, Knox, Maury, Montgomery, Rutherford, Sevier, Shelby, Sullivan, Sumner, Washington, Williamson, and Wilson. There are slightly different rules in all other counties in Tennessee, for which West Tennessee Legal Services (WTLS) has prepared a separate booklet.

WTLS gratefully acknowledges Legal Aid of Middle Tennessee and the Cumberlandands 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 and expenses:** 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. 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.

**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 they put your deposit in. Does the lease say the security deposit is nonrefundable? That means you will not get the money back when you move out.

**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. Spoken agreements are hard to prove. If problems come up, a written lease is the best proof.

**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 may say you have to pay a fee. Or your lease may make you pay a fee if you don't mow the lawn. Before you sign a lease, read it carefully. If you don't understand something, don't sign the lease. 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

*Warning! Check your e-mail and texts often for messages from your landlord. Check your inbox and spam folder. Your landlord may have important news about your lease or rent. OR your landlord may be telling you they need to come inside in your home.*



sure it is right. Ask for a written copy of any renter's rules. Renter's rules are usually things like dog leashes and pool rules. Does the landlord want to change the renter's rules after you sign the lease? They can't IF it would change what the lease says. But they can make other changes to the rules. Don't like the rules? Then don't sign the lease. What if you don't like something in the lease? Before you sign it, talk to the landlord. IF both of you agree, 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. DON'T sign a lease that is different from what you agreed to. DON'T sign a lease you don't understand or agree with. Find someplace else to live.

Do you have an email address? Then you can put it in the lease. The landlord can use it to write to you and send you notices. What if you change your email address? Give the new email address to the landlord in writing.

The landlord **can't** make you give an email address. What if you don't want your landlord to write to you by email? Then **don't** write your email address in the lease. The landlord can write to you by regular mail.

Does the lease say you **waive written notice**? If you get behind on your rent, the landlord can take you straight to court and can ask the judge to make you move out. The landlord doesn't have to warn you in writing first.

**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 proof? Be careful. Later, the landlord can say that you are trespassing and make you move out (evict you).

What if you move in and can't prove you have an agreement?

What if you can't prove you paid rent? The landlord can make you move out (evict you). The landlord can ask a judge to order you to pay rent, damages and lawyer fees. The landlord can also ask the sheriff to remove your belongings from the property.

# Your responsibilities as a renter

(what you have to do while you live in the place)



- **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. If you OK it, your landlord may take your rent out of your checking account.
- Pay late fees if your rent is late:
  - If your rent is more than **5 days late**, the landlord can charge you extra. The 5 days start the day the rent is due. Is the 5th day on a Sunday or legal holiday? Then you must pay the rent the next business day. The most the late fee can be is 10% of the rent you owe.
  - Do you live in **public housing or other subsidized property**? Your late fee will be governed by federal rules relating to the type of subsidy you receive. Your lease should specify the specific rules that will govern any late fees.
- Keep the place as clean and safe as when you moved in.
- Don't tear up the place or let anyone else tear it up.
- **Don't upset the neighbors or break the law in your home.** Don't let your family, friends or visitors do it either. It is your fault if your guests act up. The landlord can take you to court and make you pay. Your landlord 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.

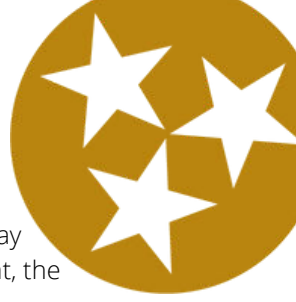


# Your rights as a renter



- You have a right to **a place that is fit to live in.**
- 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. 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 them in. **Example:** 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.  
**OR**
  - You are gone longer than 7 days without first telling the landlord.  
**OR**
  - You die or get too sick to answer the door.  
**OR**
  - You move out without telling the landlord.  
**OR**
  - You are sent to jail.  
**OR**
  - The gas, water or lights have been turned off and it's not the landlord's fault.  
**OR**
  - The landlord gets a court order.

The landlord can also show the place to someone who wants to rent it. BUT this is only during the last 30 days you live there, AND the lease must say that it is OK, AND they must tell you they are coming at least 24 hours ahead of time.



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

Do you think a landlord has treated you unfairly for one of these reasons? Contact one of the resources listed on the last page of this booklet.

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

- People who do not see or hear well
  - People using wheelchairs
  - People who have intellectual disabilities or are mentally disabled
  - People with AIDS or HIV
  - People with mental or physical disabilities
  - People whose doctor or therapist prescribed a service or emotional support pet
- If you have a disability, the landlord must bend the rules if needed. However, it must be for something you need **BECAUSE OF** the disability. **AND**, it can't cause too much of a hardship for the landlord. It is a hardship if it is very hard to do or costs too much. 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.

If you want to know more about this law, you can call the numbers listed at the end of this booklet, for free.



**Repairs:** The landlord must keep the place fit to live in and in good repair. The landlord must keep the areas everyone uses clean and safe. The landlord must make the repairs the lease says they will make. If your lease says so, you **MUST** do some repairs.

**Does something need to be fixed** but it is **not** an emergency, **AND** is it something the lease says the landlord must fix, **OR** is it needed to keep the place safe and fit to live in?

**Then here's what to do.** The law says you must write your landlord. It **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 might be able to move out. Contact your local Legal Aid office or a lawyer for advice.

*Warning! You can only move out if the problem is something that makes the place unsafe. Example: Your window blinds are broken. This doesn't make the place unsafe and you can't use that as a reason to move out.*

**Never skip paying rent** because repairs have not been made. Not paying rent breaks your lease. The landlord can make you move out (evict you,) but see **"Fixing things you can't live without" on page 9.**

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

Is the place **UNSAFE** because of problems like poor wiring, plumbing, or rotting wood? If so, call your county's Building Inspector or Building Codes department. If your place is **UNHEALTHY** because of problems like garbage, bugs, or rats, call your local health department. See the Resource page at the end of this booklet for more information.



Can your landlord evict you if you ask to get the place fixed, OR for telling the health department or codes department about the problem?

**Maybe.** The landlord **can evict you** for reporting problems **IF:**

1. You are behind on your rent **OR**
2. The problems were caused by you, someone living with you or your guests **OR**
3. The landlord would have to tear down or remodel your home to fix the problems.

What if the landlord tries to evict you but none of these are true for you? Call your local Legal Aid office (numbers found on the Resource page of this booklet). It's a free call.

### **Fixing things you can't live without**

What if you don't have any 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:

- 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. **OR**
- Give 14-day notice and move out if the repairs aren't made.

What if the problems were your fault or your visitor's fault? You may have to pay for the repairs. You can't use your rent money to pay for repairs that are your fault. You **MUST** pay for both your rent and repairs.



## Towing Vehicles

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

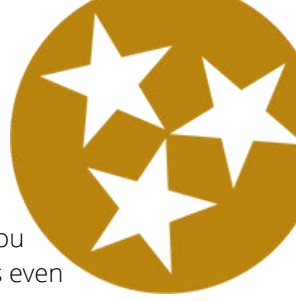
- A landlord can have you towed with no warning if:
  - A sign has rules for parking and you don't follow the rules **OR**
  - A sign says no parking in a fire lane and you park there **OR**
  - You park in front of a fire hydrant **OR**
  - Your car is in a "No parking" or handicapped space **OR**
  - A sign says your car must have a parking permit, but it doesn't.
- 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.
- 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.

## What the landlord can't do to make you move out

The landlord **can't change the locks** to make you leave! They can't change the locks even if you are behind on rent. They can't change the locks even if you broke the lease. This is against the law.

The landlord **can't set your things out** on the street or otherwise have them removed until after the sheriff comes.



The landlord ***can't shut off lights, water or gas*** to make you leave! They can't shut off lights, water, or gas even if you are behind on rent. They can't shut off lights, water, or gas even if you broke the lease. This is almost always against the law.

**Can the landlord ever cut off lights, water or gas?**

Yes, 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 3 days after moving in. You can sue a landlord who breaks the law to force you out.

# To make you move, the landlord must first go to court



## **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. Doing anything that makes the place unhealthy or unsafe is breaking the lease.** The landlord can take you to court. If your lease says so, you will have to pay the rent AND the cost of the landlord's lawyer. What if your landlord can't rent the place again? Then you may have to pay for the rent for the rest of your lease.

**What if you don't have a lease?** Then the landlord can ask you to move any time. But the landlord must give you written warning of how long you have to move out. This written warning is called **notice**. Keep reading to see how much time you have to move.

Before going to court, the landlord must give you **written warning to move out**. It must say how many days you have to get out. If you pay rent weekly, the landlord must give you 10 days warning. If you pay rent monthly, the landlord must give you a 14-day warning. If you don't move by then, the landlord can take you to court.

What if you tell the landlord you don't want written warning? **OR** your lease says you "waive written notice"? Then the landlord can take you to court without warning if you are behind on rent.

## **How much time must the landlord give you to move before going to court?**

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

What if you **did something dangerous or threatened to do something dangerous?** **OR** what if your family or friends did? **OR** what if



your family or friends **made the place unsafe or unhealthy?** Then the landlord only has to give you 3 days to move out. The landlord can then **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 at least **14 days** to move. He must tell you this *in writing*. If you don't move, then he can go to court.

**But**, if you have a lease, it may say the landlord can go straight to court. If so, the landlord **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.

**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 OK. Your list of what you will fix, and the landlord's OK **must be in writing**.

If the **same** problem happens again within 6 months, you will have to move. The landlord must give you a **7-day** warning to move and take you to court. If you don't move, the landlord can take you to court. You can only fix things and stay in your place 1 time in 6 months.

**What if the problem can't be fixed** by paying rent or paying for damages? The landlord can tell you to move out in **14 days**.

**What if you did something else** that broke your lease or agreement with the landlord? The landlord must give you 14 days to leave before going to court.





**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 the landlord must tell you in writing 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, they must give you **10 days** to move.

The landlord can't make you move for reasons that break Fair Housing laws. To find out more about this law, read page 7 in this booklet.

### **Chapter 13 Bankruptcy**

**You may NOT have to move if you file bankruptcy right away.** A Chapter 13 bankruptcy may work if you are behind on rent. **BUT you must pay any past due rent within 30 days.** If you think you want to file a Chapter 13, see a lawyer right away about whether that is a good option for you.

### **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 and the landlord took the rent? Then show the judge your receipt from the landlord or cancelled check. The judge may not make you move.

**Warning!** If the landlord didn't cash your check or money order, a receipt may not help. Have you paid late before? Then the landlord does **not** have to take your payment after the 5 days.

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 will come, and you and your belongings will be set out.

*IMPORTANT! Even if the landlord takes you to court, keep paying rent. You must pay the rent for the whole time covered by the lease. Example: Your lease is for one year. Your landlord has a right to all the rent due for that year. This is true even if you don't live there any more!*



### **When you move out**

Read your lease. You may have to pay extra if you move before the lease is up. And you may not get your security deposit back if you move out early. 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 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:

1. You are totally disabled and
2. 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 shower), and
3. You have been approved to move into public housing.

### **Things you broke or messed up in the place**

When you move, take all your belongings and trash. Leave the apartment "broom clean." Make sure the kitchen and appliances are clean. Try to fix any small problems you see.

Did you pay a deposit? Does your lease say you get it back if you didn't break or mess up anything? When you are ready to move, do a **walk thru** with the landlord. Set a time to do the walk thru. You and the landlord should go together. Make a list of any thing that is broken or messed up.

**Take pictures.** See if you and the landlord can agree on what you must pay for. You have **5 days** to do this. The 5 days start on the day you move out. The landlord may give you a written notice of a time to do the walk thru. If you go, together you make a list of what is broken or messed up. You decide what you must pay for.



**What if you don't go to the walk thru?** Check your lease. It may say that if you don't go, the landlord gets to decide what you must pay for. They can take the cost out of your deposit.

You don't have the right to a walk thru if you:

- Moved out without giving written notice **OR**
- Were evicted by a court order **OR**
- Don't ask for a walk thru **OR**
- Don't show up for the walk thru **OR**
- Don't tell the landlord how to reach you **OR**
- Abandoned the place by:
  - Being behind on rent AND leaving for 30 days or more without saying why **OR**
  - Being 15 days late with the rent AND it looks like you have left for good.

Ask the landlord for a **written list of what they think you should pay for**. The landlord must do this before they fix the problems. The list must say what it would cost to fix the problems.

### **Things you don't have to pay for**

Were some things broken or messed up **before** you moved in? You don't have to pay for those. Check the list you and the landlord signed before you moved in. It proves what was already broken or messed up.

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 anything worse than normal wear and tear. This 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. Did you or someone you let in tear up things? Then the landlord can make you pay to have it fixed.

If you get a list of things you must pay to fix, read it carefully. **Don't sign** this list unless **you agree you should pay** for it. Don't agree with the



landlord's list? Then make a list of the things you don't think you should pay for. Sign and date this list and give it to the landlord. Keep a copy. If you have to go to court, the judge will look at your list and will decide what things on the list you have to 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 broken or messed up things on the list. The landlord will take this money out of your security deposit. If the repairs cost more than the deposit, you will have to pay more.

### **Security Deposit**

Before you move out, pay all the rent you owe and any late fees. If you don't, the landlord can take it out of the security deposit. When you move out, you will get the security deposit back **IF**:

- You haven't broken or messed up anything AND 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. Contact your local legal aid office to see if you qualify for help in getting your security deposit back.

*Warning! Your landlord can also keep your security deposit if you leave (abandon) your home. You abandon your home if:*

- 1. You are behind on rent AND leave for 30 days or more without telling the landlord why. You should do this in writing 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.***

# How long before you can be evicted?



**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 the landlord can get a warrant to take you to court? See pages 12-14 of this booklet.  
*You may have 14 days to fix the problem and stay.*

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

In most Tennessee counties, you will have at least 6 more days until the court hearing. In Davidson and Montgomery counties, the court date will be on the warrant.

**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.

**On the 11th day after the hearing, the sheriff will come, and you and your belongings will be set out.**

# 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](http://malsi.org) | 901-523-8822

**West Tennessee Legal Services (WTLS)**

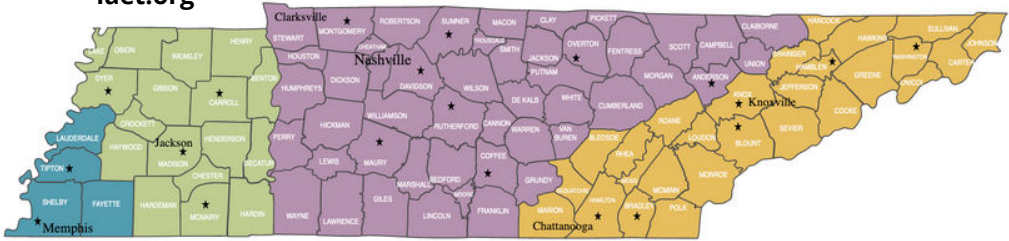
[wtls.org](http://wtls.org) | 731-423-0616 or toll free at 800-372-8346

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

[las.org](http://las.org) | 800-238-1443

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

[laet.org](http://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](http://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](http://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

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