



Tenant Rights

Office of Attorney General, 600 E. Boulevard Avenue, Dept. 125, Bismarck ND 58505. Tel: (701) 328-2210. www.ag.nd.gov

Almost everyone rents living space at some time in their life, but not everyone knows their rights and responsibilities as a tenant. What can make it more confusing is that the law can be changed by the terms of the lease. This fact sheet includes general information about tenant rights and responsibilities in North Dakota.

Moving In

Before putting any money down, inspect the rental property. The landlord is required by law to provide a prospective tenant with a checklist describing the current condition of the property. Make sure to mark existing damage or problems on the checklist. To reduce disputes later, both the prospective tenant and the landlord should sign the completed checklist.

Security Deposit

The landlord can require a tenant to pay a security deposit of up to one month's rent. If the tenant has a pet, the landlord may require an extra "pet" deposit. The landlord can use the deposit to repair any damages the tenant or the tenant's guests cause to the property, for unpaid rent, or to pay the costs of cleaning the property after the tenant leaves. The security deposit and an itemized list of any deductions must be returned to the former tenant within 30 days of terminating the lease. The landlord cannot withhold money for "normal wear and tear" to the property. Interest on the deposit must be paid if the landlord holds the deposit for more than nine months. If the property is leased by more than one person, a landlord may hold the full security deposit until the lease terminates, even if one tenant vacates the property before that time.

Rent

If the property is rented with others, each tenant is responsible for paying the entire amount of rent. If one person moves out, the remaining tenants are still responsible for paying the full monthly rent. The same applies to any monthly utility or other bills due under the terms of the lease.

Rent Increases

If the tenant has a month-to-month lease, the landlord may raise the rent by any amount by providing written notice at least 30 days in advance. The tenant then can give a 25-day notice to terminate the lease at the end of the month. The tenant can only use this 25-day provision if the landlord changes a provision of the lease. For lease periods longer than a month (such as a 1 year lease), generally the landlord cannot raise the rent until the end of that lease period.

Late Fees

If a tenant is late paying the rent, the landlord may charge a late fee. However, this late fee must be a provision set out in the lease. The lease must state how much the late fee will be, and when it will be effective.

Making Repairs

A tenant should promptly notify the landlord when repairs are needed. The landlord must be given a "reasonable" amount of time to make the repair. If the landlord does not make a repair, the tenant can take care of it and deduct the expense from the rent, but should first notify the landlord in writing that the tenant intends to do this. A tenant may also sue the landlord for repairs and other expenses in Small Claims Court. As a last resort, the tenant can terminate the lease and move out—but this should be done only if serious repair problems or code violations exist.

Domestic Violence

A tenant who is a victim of domestic violence or who fears imminent domestic violence, may terminate a lease early, without penalty, provided the tenant gives the landlord advance written notice listing a specific date of termination *along with* a copy of the domestic violence protective order or other order prohibiting contact. The tenant is responsible for the full rent for the month in which the lease is terminated *and* up to one additional month's rent. The tenant is still responsible for any prior unpaid rent or other amounts owed to the landlord. If there are no other tenants, the landlord must return the security deposit to the tenant on the 1st day of the month after the tenant vacates the property. Although the landlord cannot disclose to a third party the information provided by a tenant relating to domestic violence, the landlord can use it as evidence in an eviction proceeding or a claim for unpaid rent or damages caused by the tenant.

Eviction

In order to evict, a landlord must first serve a "Notice of Intention to Evict" (often called a Notice to Quit), ordering the tenant to vacate the premises within three days. If the tenant does not resolve the problem or leave the property, the landlord's next step is to serve a Summons and Complaint (which begins the legal process).

The Summons and Complaint will give notice of the date and time of the court hearing. This hearing must take place between 3 and 15 days after service of the Summons and Complaint. At the hearing, the judge will listen to both sides of the dispute and then make a decision—either that the tenant cannot be evicted, or that the tenant must leave immediately.

Landlords

Landlords are required to comply with housing codes, make repairs to keep the leased property habitable, keep common areas safe and clean, keep building facilities in safe and working order, provide garbage containers and removal, and place smoke detectors in each rental unit.

- A landlord may enter the rental property at any time if there is an emergency, or during reasonable hours (by arrangement if possible) to repair, inspect or show the property. It is illegal for a landlord to lock out a tenant, confiscate a tenant's belongings, or cut off the utilities in an attempt to get the tenant to move out.

Tenants

Tenants must comply with housing codes imposed on landlords, keep their units clean and safe, remove garbage regularly, use the plumbing and other building facilities in a reasonable manner, and make sure they and their guests do not disturb other tenants.

- A tenant can be evicted – even during the winter months - for non-payment of rent; disturbing the other tenants “peaceful enjoyment;” illegal activity conducted on the property; unreported pets; or too many occupants in violation of the lease.

Legal Help for Tenants

The Attorney General and his staff cannot give legal advice to, or mediate disputes for, landlords or tenants. For help settling a dispute, or questions about a lease, tenants can contact *Legal Services of North Dakota* (LSND) at 800-634-5263, or an attorney in private practice. The Small Claims Court provides tenants with an inexpensive and informal way to resolve disputes without needing an attorney. You can contact the Clerk of District Court in your county to obtain a Small Claims Court packet.

Housing Discrimination

Federal and state law prohibit discrimination based on race, color, national origin, religion, sex, family status, marital status, financial status, or handicap. To file a housing discrimination complaint the *ND Department of Labor* at 800-582-8032.