

LANDLORD - TENANT LAW IN SHELBY COUNTY



Moving In
Repairs
Security Deposit
Eviction
Moving Out



Memphis
Public Interest
Law Center

WARNING: THIS BOOKLET IS FOR GENERAL EDUCATIONAL USE ONLY. IT IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY. Every case is different, so if you have a specific legal question, you should contact an attorney. The law is always changing. The information in this book is accurate through November 2020. Different claims have different timelines within which you have to file an action. You should speak with a lawyer about the time limits that could apply in your situation.

CONTENTS

LAWS	1
1. Are there laws that protect tenants?.....	1
2. What type of living arrangements are not covered by the Uniform Residential Landlord and Tenant Act?	1
3. If I live in federally subsidized housing, do these rules apply?	1
4. Can a landlord discriminate against me because of my race, color, religion, national origin, sex, disability, familial status, or source of income?.....	1
5. What types of landlord behaviors are considered discrimination?	2
6. Does the landlord have to make the unit accessible if I have a disability?	2
7. Can a rental agreement waive or take away any tenant rights or remedies provided under the Uniform Residential Landlord and Tenant Act?.....	2
GENERAL RIGHTS AND RESPONSIBILITIES	3
8. What are my landlord's responsibilities?	3
9. How do I know what the landlord's rules are?	3
10. Can I pay my rent late, not pay it all, or reduce my rental payment if my landlord is doing something wrong?	3
11. What happens if I pay my rent late?	4
12. Should I get a receipt when I pay my rent?	4
13. Does my landlord have a right to enter my rental unit?	4
14. Does my landlord have to provide me with utilities?.....	4
15. Do I have to tell my landlord when I am gone from the property for more than a week?.....	5
16. Can a landlord retaliate against me after I ask for or complain about repairs?.....	5
17. Does my landlord have to take care of the common areas in my apartment complex?	5
MOVING IN	6
18. What should I do before I rent a place?.....	6
19. What information should be in my rental agreement?.....	6
20. If there are problems with the unit before I sign the lease, but the landlord promises to repair them, should I sign the lease?	7
21. Do I have any rights if my rental agreement is not in writing?	7
22. What is a walk-through and what happens during a walk-through?.....	7
23. What types of things should I look for in the walk-through?.....	7
24. What should I do to protect myself if my landlord agrees I can make repairs and clean the unit in exchange for a rent credit?.....	8
SECURITY DEPOSIT	9
25. What is a security deposit?.....	9
26. Do I have a right to do a walk-through with my landlord?.....	9
27. When do I do the walk-through?	9
28. Can my landlord keep my deposit after I move out if my unit is in the same condition as when I moved in?	9
29. What can I do to make it most likely I get my security deposit back?	10
30. What happens if I disagree with my landlord about the condition of the property or who is responsible for a repair?.....	10
31. Can my landlord keep my security deposit to pay for problems with the unit that were already there when I moved in?	10

32. What happens if I don't do a walk-through with my landlord when I move out?.....	10
33. What types of things constitute normal wear and tear versus damages?.....	11
34. If my landlord agrees that none of my security deposit needs to be used to pay for damages to the property, what happens next?	11
35. What do I do if my landlord does not return my refundable security deposit?.....	11
36. Once I do a walkthrough with my landlord, can my landlord come after me for more damages later?	11
REPAIRS	12
37. Does the landlord have to make repairs?.....	12
38. How do I ask my landlord for repairs?.....	12
39. What can I do if I give the landlord notice of the need for repair and the landlord does nothing?	13
40. Can I move out if my landlord is not making repairs?	13
41. May I withhold rent if my landlord will not make repairs?.....	13
42. Can my landlord end my lease or evict me if I ask for repairs?.....	13
TERMINATION, NON-RENEWAL, AND EVICTION	14
43. Does a landlord have to have a reason for making me move?.....	14
44. What is "notice" and what are the rules that make it "proper notice"?.....	15
45. If my landlord wants me to leave, what kinds of notice does my landlord have to give me?.....	15
46. Does my landlord have to give me notice that he/she wants me to move out, or can my landlord just go straight to court to evict me?.....	16
47. Can the landlord force me to leave if I don't move out after I get notice that the landlord wants me to move out? ..	16
48. What can I do if my landlord turns off utility service or locks me out of my unit?.....	16
49. If I disagree with the landlord that I have breached my lease, what are my options?	16
50. Can I be forced to leave if I have paid my rent in full for the month?.....	16
MOVING OUT.....	17
51. When my lease ends, can I just move all of my things out and not talk with the landlord again?	17
52. Can I move out before my lease ends without a consequence?.....	18
53. Should I clean my place before I move out?	18
54. Do I have to give notice before I move out even if my lease has an end date?	18
55. Do I get my security deposit back after I move out?.....	18
56. What happens if I leave my things in my place after I leave?	18
57. Do I have to do a walk-through?	18
INVENTORY AND CONDITION REPORT	19
RESOURCES.....	21

LAWS

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THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT

The underlying purposes and policies of the Uniform Residential Landlord and Tenant Act (“URLTA”) are to:

1. Simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
2. Encourage landlord and tenant to maintain and improve the quality of housing;
3. Promote equal protection to all parties; and,
4. Make uniform the law in Tennessee.

TENN. CODE. ANN. § 66-28-103

1. Are there laws that protect tenants?

Yes! There are many laws that address the landlord-tenant relationship in Tennessee. This booklet discusses the rules of a state law called the Uniform Residential Landlord and Tenant Act (URLTA), which is the primary law that governs the landlord and tenant relationship in Shelby County. The law applies to rental agreements extended or renewed after July 1, 1975 and applies to counties in Tennessee that have a population of more than 75,000 people according to the 2010 federal census or any subsequent census.

One stated purpose of the URLTA is to provide equal protection to tenants as well as landlords.

2. What type of living arrangements are not covered by the Uniform Residential Landlord and Tenant Act?

The rules discussed in this booklet do not apply in the following situations: 1) you live in certain institutional settings, 2) you live in a property as part of your contract to buy the property, 3) you live in a hotel, motel or other similar place for less than 30 continuous days, 4) you live in a condominium you own or as a part of a lease in a cooperative, or 5) you live on property you are renting primarily for the purpose of farming.

3. If I live in federally subsidized housing, do these rules apply?

They might. These rules apply if the regulations governing your particular type of housing say state law applies. If the regulations governing your housing conflict with these rules, the federal regulations will govern. If you live in federally subsidized housing, you should contact a lawyer to determine if these rules apply. See the Resource section at the back of this booklet for a list of agencies you can contact.

4. Can a landlord discriminate against me because of my race, color, religion, national origin, sex, disability, familial status, or source of income?

No. Federal and state laws called “Fair Housing” laws make it illegal for a landlord to refuse to rent to you, have different rules for you, ask you to move or evict you because of your race, color, religion, national origin, sex, handicap, or familial status. These laws also make it illegal for a landlord to treat you differently because someone you live with, plan to live with, or spend a lot of time with has a disability. Additionally, if you live in the City of Memphis, a landlord cannot treat you differently due to your source of income, e.g. Section 8 voucher.

Familial status means having a person under the age of 18 in your household. It includes women who

are pregnant and people who are in the process of getting custody of a child or adopting.

If you think that the landlord is treating you differently because you fit into one of these categories, you may have a Fair Housing claim. Contact a lawyer or an agency that handles Fair Housing Claims. See the Resource section at the back of this booklet for a list of agencies you can contact.

5. What types of landlord behaviors are considered discrimination?

Acts of discrimination include:

- Refusing to sell or rent to a tenant
- Refusing to let a potential tenant view a property
- Giving a different price for housing or asking for different payments
- Changing terms, conditions, or privileges in a lease
- Falsely telling someone there are no rentals available
- Falsely telling someone a particular unit is unavailable
- Refusing to accommodate a disability, unless it would cause the landlord undue hardship
- Evicting a tenant
- Harassing, intimidating, or threatening a person.

6. Does the landlord have to make the unit accessible if I have a disability?

Yes. If you have a disability, the landlord must bend the rules to accommodate your needs if the accommodation or modification is needed because of your disability and if it doesn't cause too much hardship for the landlord. Hardship is defined as

something that is very hard to do or costs too much. For example, a landlord must allow a blind person to keep a seeing eye dog even if the property is a no-pet property; also, if you have a wheelchair, you have a right to get a parking space near the door or to add a wheelchair ramp. Though both private landlords and landlords of federally subsidized housing must permit reasonable accommodations and modifications, private landlords are not usually required to pay for the changes, but landlords of federally subsidized housing usually are.

The landlord must make accommodations and permit modifications for the following groups:

- People who don't see or hear well;
- People who use wheelchairs;
- People who have intellectual disabilities or mental retardation;
- People with AIDS or HIV virus;
- People with mental or physical disabilities; and,
- People who doctor or therapist prescribed a service or emotional support pet.

If you are totally disabled and your landlord will not let you make changes you need to make due to your disability such as a wheelchair ramp or grab bars in the shower, you can end your lease early without paying extra.

7. Can a rental agreement waive or take away any tenant rights or remedies provided under the Uniform Residential Landlord and Tenant Act?

No. The landlord and tenant cannot agree waive or take away the rights given to tenants under the Uniform Residential Landlord and Tenant Act.

GENERAL RIGHTS AND RESPONSIBILITIES

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TENANT RESPONSIBILITIES

1. Pay rent on time.
2. Keep the place as safe and clean as when you moved in.
3. Don't damage the property (or allow your friends, family or guests to.)
4. Don't do anything that would jeopardize the health and safety of your neighbors or their ability to enjoy their own property (or allow your friends, family or guests to).
5. Follow landlord rules. (Read lease for rules.)
6. Give landlord advance notice if you plan to stay away from the property for more than 7 days or move out.
7. Give landlord access to property for emergency repairs or (a showing the unit to a potential new tenant if you have given your notice to move out.)

Don't leave trash or garbage out.

Don't do anything illegal on the property.

Don't use your property for business without landlord permission.

8. What are my landlord's responsibilities?

Landlords are required to do the following:

1. Give you exclusive possession of the property you rent. This means the landlord cannot come onto your property without your permission except in limited circumstances or otherwise keep you from enjoying your rental property;
2. Give you access to all utilities. However, your landlord can require you to put utilities into your own name;
3. Put and keep the property in a fit and habitable condition, including complying with requirements of building and housing codes that impact health and safety and making repairs for which he/she is responsible within a reasonable time frame;
4. Keep the common areas safe and clean;
5. Provide trash receptacles for properties with 4 or more units; and,
6. Keep your security deposit in a separate account and tell you which bank holds the account.

Landlords are prohibited from doing the following:

1. Retaliating against you for doing anything to enforce your rights;

2. Abusing their right to enter the unit or use it to harass you.
3. Locking you out, interfering with essential services, or entering your unit and remove items – even if you are behind on rent!

9. How do I know what the landlord's rules are?

The written rental agreement should include all agreements between you and the landlord – both parties rights and responsibilities as well as things that are prohibited. Sometimes, a landlord has a separate document that contains renter's rules. This might be things like pool rules or having your dog on a leash. You should ask your landlord for a copy of any renter's rules that are not contained in the lease. Read it and make sure you understand all of the terms before you sign your lease. If you don't like the rules, don't sign the lease.

10. Can I pay my rent late, not pay it all, or reduce my rental payment if my landlord is doing something wrong?

The main reason people get evicted in Shelby County is non-payment of rent. You should ALWAYS PAY YOUR RENT ON TIME, IN FULL, even if your landlord is not making repairs or doing something

else you think breaches your agreement or otherwise violates your rights. Not paying rent is a violation of your lease, and the landlord can evict you for this.



The law says that in some situations you can take steps to fix a problem that your landlord should be fixing but is not fixing.

*These steps sometimes include that you pay to fix the problem and reduce your rent by the amount you paid. **It is strongly recommended that you talk with an attorney before you attempt to take these steps. Despite what the law says, tenants rarely do it properly and often end up getting evicted for non-payment of rent when they try it!***

11. What happens if I pay my rent late?

The law gives you a five day grace period to pay your rent before the landlord can charge a late fee. This means that if your rent is more than five days late, your landlord can charge you more than your rent amount for the month. Your late fee cannot be more than 10% of the rent you owe. The day rent is due counts as Day 1. If Day 5 of your grace period falls on a Sunday or legal holiday, you have to pay rent the next business day to have it considered paid within the grace period.

ALWAYS PAY YOUR RENT ON TIME. Paying rent late is a violation of your lease, which means your landlord can make you move. If you are unable to pay rent in full, on time, contact your landlord ahead of time to try to work out a deal. Get the deal in writing or have a witness.

Note: Just because your landlord accepts late rent without asking you to move out does not mean you can pay rent late again without a consequence.

12. Should I get a receipt when I pay my rent?

Yes. Get a receipt for your rent payment! The receipt should be dated and signed by the person who accepts rent on the landlord's behalf, and should say the payment was for rent. If you don't get a receipt and there is a dispute over rent, it will be more difficult to prove you paid without a receipt. Save all of your rent receipts. If you can't get a receipt, take someone with you who can witness your rent payment.

13. Does my landlord have a right to enter my rental unit?

The law requires that the landlord give you exclusive possession of a property you rent, which means, generally, the landlord cannot come onto the property without your permission. However, there are times that a landlord might need to come onto the

property to fulfill his/her obligations to you and to take care of the property. In those instances, the law also requires you to not unreasonably deny access.

Your landlord can enter your rental unit without permission or advance notice if:

- It's an emergency, e.g. fire, flood, broken pipe, storm damage, dangerous electrical wire;
- The utilities have been turned off and it's not the landlord's fault;
- The landlord gets a court order.
- You don't make a repair that impacts health or safety within a reasonable time frame;
- You are gone more than 7 days without telling the landlord and something happens that makes it necessary for them to enter while you are gone;
- You abandon the property; or,
- You die, go to jail, or get too sick to answer the door;

Your landlord can enter your rental unit with permission and advance notice if:

- You have requested repairs; and,
- You have given notice that you are moving out and the landlord wants to show it to someone who is interested in renting it AND your lease says this is okay.

If your landlord does not follow the rules for entering the property or uses requests for entry to harass you, you can sue your landlord to get him/her to stop or you can move out. In both cases, you can get your landlord to pay for attorney's fees and for the cost of any expenses or other harm that came to you as a result of your landlord's unlawful behavior.

14. Does my landlord have to provide me with utilities?

The landlord must give you *access* to all utilities, but can require you to have them turned on in your name within 3 days from the day you move in. If you don't have the utilities put in your name within the time your landlord requires, the landlord can have them shut off. "Utilities" means water, electricity, sewage, or natural gas.

If your landlord fails to provide you access to your utilities, heat, or other service your landlord is responsible for providing you that impacts health and safety, you must give your landlord written notice of the problem. Keep a copy of the notice. If your landlord does not fix the problem within 14 days of receiving written notice, you have several options:

1. Go to court to get an order requiring your landlord to make utilities available.
2. Fix the problem and deduct the cost from your rent.
3. Go to court to get an order that reduces your rent for the time you didn't have services.
4. Get substitute housing until the problem is fixed and don't pay rent during that time.
5. Move out early without usual penalty for early move out.

If you go to court to address the problem and you win, your landlord can be forced to pay for your attorney's fees and to reimburse you for any money you spent trying to get your landlord to fulfill his/her obligations and for any other harm that came to you or your property as a result of your landlord's failure to fulfill his/her obligation.

Remember: *Your landlord cannot turn off or otherwise interfere with utilities or other essential services – even if you are behind on rent!*

15. Do I have to tell my landlord when I am gone from the property for more than a week?

It depends. Check your lease. Some landlords include in the rental agreement the requirement that you notify your landlord if you will be absent from the property for more than seven days. The rental agreement may also specify how and when to give notice of your absence; if it does not give details of when and how to tell your landlord, the law says you should give your notice on or before the first day of your absence. You should always give notice in writing

so you have proof in the event of a disagreement. If your lease requires notice to your landlord and you intentionally don't give notice, your landlord can force you to pay for problems that arise while you're gone.

When you are gone for more than a week, your landlord can enter the property if reasonably necessary.

16. Can a landlord retaliate against me after I ask for or complain about repairs?

No. It is unlawful for a landlord to retaliate by increasing rent, decreasing services, or by threatening to force you to move or evict you because you try to get repairs fixed or do anything else to enforce your legal rights.

However, if you are in violation of your lease when you try to get the repair fixed – for example, for not paying your rent – your landlord has a right to end your lease for the behavior that is noncompliant. It will be difficult to prove that your landlord's behavior is in retaliation for your repair complaint rather than a in response to your own breach for non-payment of rent.

17. Does my landlord have to take care of the common areas in my apartment complex?

The law requires your landlord to keep the common areas in a clean and safe condition. The common areas are the parts of the complex that everyone uses, such as the sidewalks and the stairs. If you live in an apartment complex or building that has more than four units, the landlord is also required to provide appropriate trash containers for waste removal for the entire complex.

MOVING IN

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LEASES 101

1. A lease is the agreement between you and your landlord. It is also called a rental agreement.
2. A lease can be written or spoken. A WRITTEN LEASE GIVES RENTERS MORE PROTECTIONS.
3. Even if your lease is not in writing, you and your landlord have responsibilities to each other under Tennessee Law. (See “General Rights and Responsibilities” on pages 3-5.)

DON'T sign a lease that has blanks in it.

DON'T sign a lease you don't understand.

DO take a friend with you to witness any spoken agreements.

18. What should I do before I rent a place?

Before you rent a place, make sure that:

- You read and understand the lease;
- The place meets your needs;
- You can afford your rent;
- You understand who will pay for utilities gas, electricity, water, and garbage pick-up; and,
- You inspect the unit, note in writing any problems, and when possible, take photographs of the problems and the general condition of the unit.

When you are assessing if you can afford a place, in addition to rent, don't forget to calculate the cost of the security deposit, utility costs, and any fees your landlord charges, e.g. pet fee. Also consider the cost of renter's insurance. Your lease might say you have to have renter's insurance, but even if it is not required, it can save you money if you have a fire or flood.

Before you sign a document or pay any money, ask the landlord to walk-through the property with you to inspect the unit. You can use the Inventory and Condition Report on pages 19-20 or you can make your own list. When the inspection is complete, ask the landlord to sign your notes. Date your notes and send a copy of the notes to your landlord. If there are

any problems with the property, take pictures and have friends look at the problem in case you have to later prove in court that the problem was there before you moved into the unit. Save the written list, your lease, and any photos in a safe place.

19. What information should be in my rental agreement?

Your rental agreement says what you and your landlord agree to, and should include all the terms, conditions, and rules that apply to your use of the property. If you and your landlord make promises to do things that are not in the lease, you should put the promises in writing and you and the landlord should both sign it and add it to the lease. At a minimum, your lease should include the following:

- a. Amount of rent
- b. Date and place your rent is due
- c. How long the lease is for
- d. Late payment fees
- e. Whether pets are ok
- f. Who pays utilities
- g. Amount of security deposit and when the landlord may keep it
- h. Who is responsible for what repairs and what repairs the landlord will make before you move in
- i. How the lease can be ended

20. If there are problems with the unit before I sign the lease, but the landlord promises to repair them, should I sign the lease?

The law requires a landlord to make all repairs and do whatever is necessary to put and keep the property in a fit and habitable condition. If you are ok with the landlord making repairs after you move in, you or the landlord should make a written, dated list of what repairs the landlord agrees to do after you move in and when they will be done. You should both sign the list and attach it to the lease. Make sure to keep your copy of the lease with the repair list in a safe place. You may need it if your landlord doesn't stick to the agreement to fix the problem or to get your security deposit back when you move out.

21. Do I have any rights if my rental agreement is not in writing?

Yes! You do not have to have a written lease to have rights as a renter. Though written agreements provide more protections for tenants, a verbal agreement is equally binding on the landlord (and you) as a written agreement. In the event of a disagreement between you and your landlord, it will be more challenging to prove the terms of a verbal lease than a written lease. It will be your word against the landlord unless there is a witness to the agreement. If you decide not to have a written lease or do not have the option of a written lease, take someone with you who you trust and who will make a good witness when you and your landlord discuss the rental agreement.

22. What is a walk-through and what happens during a walk-through?

During a walkthrough, you walk-through the property room by room and take an inventory of what is in each room and the condition of everything in each room. This includes things like furniture and light fixtures and more basic things like carpets, walls, and ceilings. You can use the Inventory and Condition Report on pages 19-20 or you can make your own. A walk-through is sometimes called an inspection.

You should do a walk-through before you move in and as part of the move out process. Ideally, your landlord will do the walk-throughs with you, but if that is not possible, try to have a friend with you who can be a witness to the condition of the property. Use the same list for move out that you used when you moved in. Take photos of everything, not just items that need repair. Having a before and after list and photos of the condition of the property will show if/how the

property condition changed while you lived there beyond normal wear and tear. Once the inspection is complete, ask the landlord to sign your list and give him/her a copy. The inventory list and photos will serve as proof.

After the walk-through you do as part of your move-out, if you and your landlord agree that no damage was done and you don't owe your landlord any money, you should get your security deposit back unless it was a non-refundable security deposit. If you and your landlord disagree about the condition of the property or whether you are responsible for any needed repairs, do not sign the landlord's list about the condition of the property. You should write your landlord to let him/her know which items on the list you disagree with. ***If you don't send your landlord a list of the things you disagree with, a court will not force the landlord to return a wrongfully withheld security deposit even if you can later prove the landlord's damage assessment was inaccurate.***

23. What types of things should I look for in the walk-through?

When you do your inspection, you should find all the repairs your landlord needs to make. You can use the Inventory and Condition Report on pages 19-20 to guide you through a full inspection, or you can make your own list. At a minimum, make sure your unit is safe and fit to live in by checking that it has the following:

- Doors and windows should open and close and have locks that work.
- All appliances that come with the unit should work and be safe (e.g. refrigerator, stove, oven)
- Walls and ceilings should keep out the weather
- Floors and walls should be strong with no holes
- Plumbing should work
- Electrical wiring should be safe
- There must be a heater that works and is safe

You also want to take note of smaller things that might be wrong with the place such as broken glass, rug burns, stains and tears, holes in the wall, chips in the sink or tub, scratches in the doors and woodwork, missing light fixtures, peeling paint, damaged or non-functional furnishings such as lamps that don't work, or furniture with holes, stains, chips. Are all the lights and wall plugs working and safe? Do the sinks and baths drain properly? Do all of the toilets flush properly? Does the air conditioner work?

If you have a question about the condition of something that you can't tell by just looking, just ask. If it is something important to your decision to rent the property, tell the landlord and put it in writing. For example, if you have a child with asthma, you might want to ask if the unit has any history of mold or water intrusion. If the landlord says the unit has never had those problems, you can note it on the walk-through list or the lease and both initial next to the note. If you later find out the unit has a history of such problems, having a signed note showing your landlord knew about your concern and made a misrepresentation might help you get out of the lease early without penalty.

24. What should I do to protect myself if my landlord agrees I can make repairs and clean the unit in exchange for a rent credit?

If the landlord agrees to let you make repairs or clean the unit in exchange for reduction in rent, get the agreement in writing with the date and landlord signature. The agreement needs to state what will be repaired, how much money will be credited, and if the credit includes labor and materials. Get before and after pictures. Keep all receipts for materials and make sure you both have copies.

SECURITY DEPOSIT

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SECURITY DEPOSIT TIPS

1. When you pay a security deposit, get a receipt that shows the date and amount you paid, and includes the words “security deposit” or “damage receipt.”
2. Your landlord has to keep your security deposit in a separate account just for security deposits and must tell you what bank holds the account. If your landlord doesn’t keep your deposit in a separate account, you might be able to get your deposit back.
3. Your landlord cannot keep your security deposit to pay for normal wear and tear.
4. Your landlord cannot keep your security deposit to fix damage that was already there.
5. If your lease says your security deposit is non-refundable, you will not get it back.

25. What is a security deposit?

A security deposit is one-time payment you pay your landlord when you agree to rent a place, to pay for damage you might do while you live there beyond normal wear and tear, and other monetary damage that might result from a breach of the rental agreement. Landlords do not have to charge a security deposit, but most do. Some security deposits are non-refundable. Depending on what you agree to in your lease and the condition of your rental unit when you move out, you might get some or all of your deposit back after you move out.

The landlord has to tell you which bank holds the deposit, but does not have to tell you the account number.

The landlord cannot keep your security deposit to fix problems that were there when you moved in.

26. Do I have a right to do a walk-through with my landlord?

Yes – if you ask for it! But you do not have a right to do a walk-through if:

- You do not ask for a walk-through;
- You moved out without written notice;
- You abandoned the property;
- You were evicted by a court order;
- You don’t contact your landlord when they give you notice you have a right to inspect;

- You don’t show up for the walk-through you and your landlord schedule; or,
- The landlord cannot get in touch with you.

In most situations, even if you do something that waives your right to do a walk-through, you still have a right to see a list of the damages he/she assesses and an estimate of the cost of repairing those damage IF YOU REQUEST IT IN WRITING.

27. When do I do the walk-through?

Ideally, you should do your final walk-through after you have moved your things out of the property, cleaned it, and made any small repairs like replacing lightbulbs. You should request a walk-through in writing as soon as you submit notice to your landlord that you are moving out.

28. Can my landlord keep my deposit after I move out if my unit is in the same condition as when I moved in?

Maybe. The law allows your landlord to use the security deposit to offset costs for damage to the property *and* any amounts owed to the landlord after a tenant moves out.

If you signed a lease that says your security deposit is non-refundable, your landlord is allowed to keep your security deposit when you move out - even if you leave your unit in the same or better condition than you found it and do not owe your landlord any money.

If your lease allows for the return of your security deposit, your landlord should return the security deposit if:

1. The unit is in the same or better condition as you found it; and
2. You don't owe your landlord money; and
3. You follow your landlord's procedures for getting your deposit returned.

29. What can I do to make it most likely I get my security deposit back?

First, read the lease and look for the rules for security deposits. Different landlords have different rules about refunding it, what it can be used for, the process for getting it back, and more. Whatever the rules are, you are more likely to get your deposit back if you follow the rules. If the lease does not specifically say what types of things the landlord can use your security deposit for or what the process is for getting your security deposit returned, ask the landlord for a written description – or write what the landlord says into the lease yourself. If you can't write it in, have a witness when you ask your landlord.

Second, before you move in, do a walk-through of the property with your landlord. Keep a list of the condition of all items in every room, especially things that are damaged or need repair. Take photos of everything, not just things in a bad condition. You can use Inventory and Condition Report on pages 19-20 or use your own list. After your walk-through, sign the list and get your landlord to sign it. If your landlord does not do the walk-through with you, take a friend with you who could serve as a witness if there is a disagreement about the condition the property was in when you moved in. Make copies of all communications with your landlord.

Third, take care of the property while you live there. Clean regularly and fix the things that are your responsibility to fix. When you have a problem that is your landlord's responsibility to fix, follow the rules and procedures about giving your landlord notice of the problem. Take pictures of issues that come up on your property and put communications with your landlord in writing.

Fourth and finally, when you move out, after you have removed your items and cleaned the property, you should do another walk-through. Use the same list you used for the walk-through when you moved in. Take pictures. Try to have the landlord do the walk-through with you. Check your lease again; it may have

rules about how to setup the walk-through with your landlord.



If you do not fully participate in the walk-through process with your landlord, you might waive your right to contest your landlord keeping your security deposit – even if there is no damage to the property.

30. What happens if I disagree with my landlord about the condition of the property or who is responsible for a repair?

If you and the landlord disagree about what needs to be repaired, give your landlord a signed, dated list of things you think you should not have to pay for and why. Keep a copy. See if you and your landlord can come to an agreement about which things you will pay for. If you and your landlord cannot reach an agreement about who is responsible for which repair, you can go to court and the judge will use the written lists and photos to decide what you have to pay for and what the landlord has to pay for. If you have to go to Court to resolve the disagreement, the losing party could end up having to pay for the cost of filing the lawsuit and the other party's attorney's fees.

If you don't give your landlord a written list of what items you think you should not have to pay for, you may waive your right to recover damages in a lawsuit against your landlord.

31. Can my landlord keep my security deposit to pay for problems with the unit that were already there when I moved in?

No. The law says your security deposit should be used to pay for damages to the property beyond ordinary wear and tear that happens while you live there or to pay for money you owe the landlord when you move out due to your breach of the lease, such as unpaid rent or late fees.

When you move out, you should ask for and receive an itemized list of deductions that show what problems your landlord identified that require repairs and how much your landlord intends to take from your security deposit to fix them. You can compare the list of landlord deductions to the information in the list you made from both of your walk-throughs to make sure your landlord is not charging you for problems that were already there when you moved in.

32. What happens if I don't do a walk-through with my landlord when I move out?

If you don't do the walk-through with your landlord, you should still do your own walk-through. Use the list you used when you moved in; take photos; and, have a friend come with you. If you don't have your own list, you can use the Inventory and Condition Report on pages 19-20. Your landlord should also do a walk-through and make a list of things he/she thinks you should pay to have fixed and how much he/she estimates it will cost to get it fixed. If your landlord does not give you the list, you should request it in writing. Your landlord has to provide such a list if you request it in writing.

If you agree with the landlord's list, the landlord can take money out of your security deposit to pay for the repairs you agreed to and can charge you extra if your security deposit is not enough to cover the cost of all repairs you agreed to. If you don't agree with the landlord's list, make a list of things you think you should not have to pay for and why. Sign and date your list and give it to the landlord. Keep a copy. ***If you have a new address, make sure you put your new address on the list you give to your landlord.***

If you and your landlord cannot reach an agreement about who is responsible for which repair, you can go to court and the judge will use the written list and photos to decide what you have to pay for and what the landlord has to pay for.

33. What types of things constitute normal wear and tear versus damages?

Ordinary wear and tear is deterioration to property that naturally occurs over time through living somewhere, without negligence, misuse or abuse by the person using the property or anyone on who that person let into the property. Damage can be defined as destruction or injury to a product that causes permanent deterioration to a product before the end of its normal service life. Damage can happen not only from something you do, but also from something you fail to do. For example, excessive build-up of dirt or waste from inadequate cleaning can be considered damage. The following chart has examples of what might be considered normal wear and tear and what might be considered damage:

	<u>Wear and Tear</u>	<u>Damage</u>
Wall	Smudging that can be wiped away	Pen/crayon marks that require new paint; large holes
Carpet	Worn thin; Fading; Fraying	Rips; Stains; Odor; Discoloration; Burns

Appliance	Rusty parts; leaky faucet; broken digital display	Parts missing, unreported inoperability
Paint	Fading; peeling; cracking; worn	Unauthorized; obvious patching and scrub marks
Door	Sticking, creaking; warping	Holes; missing lock, knob; door off hinge
Window	Smudging; sticking	Broken glass; torn/missing screen

Don't forget: You are not responsible for paying for anything that was already there when you moved in!

34. If my landlord agrees that none of my security deposit needs to be used to pay for damages to the property, what happens next?

If, after your walk-through, your landlord agrees none of your security deposit should be taken to pay for damage to the property, your landlord can still keep your deposit if you owe your landlord money for things like unpaid rent or fees. If you do not owe your landlord money and your landlord agrees no money should be taken from your deposit to pay for damages, the landlord must send you notice of the amount of security deposit that will be refunded. You have 60 days from the date the notice was sent to respond to the refund notice. The law requires the landlord send the notice to your last known or reasonably determinable address. If you do not respond to the notice within 60 days, the landlord is allowed to keep the money.



Make sure you give your landlord the address where you can receive mail after you move out! Put it in writing. You can include it in your move-out notice, on the walk-through list, or send it separately.

35. What do I do if my landlord does not return my refundable security deposit?

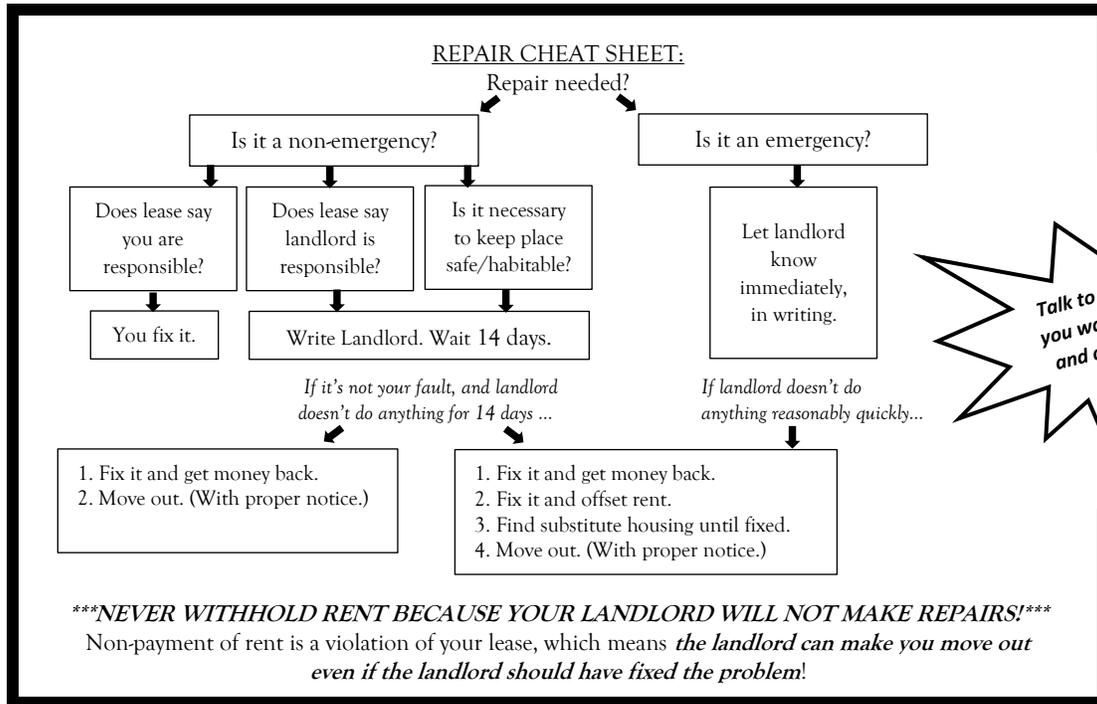
If your landlord keeps your security deposit and you don't agree with it, you can sue your landlord in General Sessions Court, and a judge will decide who gets what part of the deposit. You do not have to have a lawyer to sue in General Sessions.

36. Once I do a walkthrough with my landlord, can my landlord come after me for more damages later?

Yes. Your landlord has 30 days after you move out OR 7 days after a new renter moves in – which ever is earlier – to find additional damages.

REPAIRS

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37. Does the landlord have to make repairs?

Your landlord has a legal duty to comply with building and housing codes that relate to health and safety; to make repairs necessary to keep the property fit and habitable; and, to keep the common areas clean and safe. If you need a repair, check your lease to see who is responsible for making the repair. If the lease says the landlord is responsible for the repair, you must give your landlord **written notice** of the problem to make sure he/she knows a repair is needed. Keep a copy of the notice you send. If it is not an emergency, the landlord has 14 days to make the repair. If the lease says you are responsible, then the landlord does not have to make the repair.

If you or someone you allowed onto the property caused the problem requiring repair, you might have to pay for the repairs even if it is the landlord's responsibility to make the repair.

38. How do I ask my landlord for repairs?

Make all repair requests **IN WRITING**. The letter should tell the landlord what repairs are needed and that the problem was not caused by a deliberate or negligent act by your or anyone on the property with your permission. Make sure it is dated. Keep a copy for yourself. The letter will serve as proof that you gave your landlord notice of the need for repairs if the issue goes to court.

TIP: *If you give the landlord written notice that repairs are needed, it is best to send notice to the landlord by certified mail, return receipt requested. If you give the written notice in-person, take someone with you to witness to landlord receiving notice.*

39. What can I do if I give the landlord notice of the need for repair and the landlord does nothing?

As a general rule, if you give your landlord written notice that repairs are needed and your landlord doesn't do anything for 14 days after receiving the notice, you can give your landlord notice that you will move out if the repairs are not made or you can sue your landlord to force him/her to make the repair. If you sue your landlord, your landlord can also be forced to pay for expenses that resulted from the failure to make the repairs and attorney's fees.

If the repair is one that involves an essential service, in addition to the options discussed above (move out or sue for damages), you also have the following options:

1. Fix the problem and reduce your rent by the cost of the repair. Make sure to send a copy of the repair bill/receipts to your landlord when you pay the rest of your rent.
2. If you stay in the unit, you can sue your landlord to get money back for the reduced value of the property without repairs.
3. Get substitute housing until the repair is complete, and don't pay rent for the damaged unit for the period of noncompliance. Your landlord can also be forced to pay for your substitute housing.

Whichever option you pursue, you can recover attorney's fees.



Never withhold rent for a repair problem without talking with an attorney. The rules are complicated. Renters rarely do it correctly and frequently get evicted for not paying rent!

40. Can I move out if my landlord is not making repairs?

Moving out in response to your landlord's failure to make repairs in a reasonable time is only an option

if the problem is something that makes the property unsafe or otherwise unfit to live. If you *are* dealing with a safety issue and want to move out, you need to give your landlord notice that you will move out if the repair is not completed in 14 days.

Examples of things that make your unit unfit or unsafe are lack of essential services or a hole in the roof that allows the weather to enter the house. Examples of things that do not make your unit unsafe are a broken window blind or leaky faucet.

41. May I withhold rent if my landlord will not make repairs?

In general, NEVER WITHHOLD RENT simply because repairs have not been made. Non-payment of rent breaks your lease and will make it ok for your landlord to make you move out or evict you – even if your landlord has not made repairs that he/she should make.

Though the law says there are times you can withhold or reduce your rent when your landlord will not make repairs, rent withholding is rarely done properly and often results in a forced move-out due to non-payment of rent. ***If you want to withhold or reduce rent related to a repair problem you are having, you should speak with an attorney first.***

42. Can my landlord end my lease or evict me if I ask for repairs?

It is called retaliation when your landlord tries to make you move out or evict you because you asked for repairs or for contacted a local agency to tell them about a problem. **Retaliation is illegal.** However, if you ask for repairs or contact an outside agency about repairs while you are breaching your lease in any way – for example, you are behind on rent – the landlord can force you to move out or evict you for the breach of your lease. It will be difficult to prove in court that the landlord is forcing you to move out because you asked for repairs rather than for the breach.

TERMINATION, NON-RENEWAL, AND EVICTION

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FAST FACTS:

LEASE TERMINATION, NON-RENEWAL, AND EVICTION

1. If you have a lease, you can stay in your place until the lease ends UNLESS you break the lease.
2. If the landlord wants you to move because you broke the lease, the landlord almost always has to give you written warning letting you know that as a result of breaking the lease, he/she wants you to move out. This warning is called "Notice." The notice must tell you how many days you have to move out or fix the problem. The landlord doesn't have to give you notice if you waived your right to notice.
3. If you have not broken the lease, but the lease term is ending and the landlord wants you to move out at the end of the term rather than renewing your lease for another term, the landlord still has to give you written notice that tells you the move out date in a certain amount of time prior to your move-out date.
4. The amount of time the landlord must give you to move out depends on the reason the landlord wants you to move out. There are laws that say the amount of time that go with each reason.
5. There are some instances in which you can fix the problem that is the basis of the move out notice. If you fix it, you will be allowed to stay. You only have the option to fix the same problem one time in 6 months.
6. The landlord has to follow certain rules for how he/she gives you notice. If the rules aren't followed, you can have more time to stay in your place.
7. If you do not want to move out by the date in the notice, the landlord has to take you to court to force you to move out. **THE LANDLORD CANNOT LOCK YOU OUT, SHUT OFF YOUR UTILITIES, OR REMOVE YOUR ITEMS TO GET YOU TO LEAVE.**
8. Taking you to court is another way of saying the landlord has to file a lawsuit. The lawsuit filed by a landlord to remove tenants and their belongings from the landlord's property is called an eviction. Sometimes, an eviction is called a "forcible entry and detainer" or "FED."

43. Does a landlord have to have a reason for making me move?

A landlord does not have to have a reason for making you leave if the landlord is not ending the lease early. As long as the landlord lets you stay in the unit through the end of the term you agreed to and fulfills other landlord duties through the end of the term, a move-out notice would be viewed as the landlord simply not renewing the lease for another term. However, whatever the reason for asking you to move, your landlord still has to give you proper notice that he/she wants you to leave and has to follow other move-out procedures.

The landlord does have to have a reason to make you move if he/she is doing so before the term of your

lease naturally ends. A landlord can make you move before your lease is up if you breach your lease. It is ok for your landlord to give you a move out notice and/or evict you for the following reasons:

1. Non-payment of rent;
2. Condition or behavior that impacts that health and safety of people or property;
3. Condition or behavior that is dangerous or threatening for people or property;
4. Anything else that breaks your lease agreement.

Note: *It is never legal for your landlord to give you a move out notice or evict you because of your race, color, religion, national origin, sex, handicap, or familial status. Additionally, if you live in the City of Memphis, a landlord*

cannot terminate your lease or evict you due to your source of income, e.g. Section 8 voucher. It is also illegal for a landlord to ask you to move or to evict you in retaliation for your efforts to enforce any of your rights under the URLTA, including requesting repairs be fixed.

44. What is “notice” and what are the rules that make it “proper notice”?

Notice is the written warning a landlord gives you telling you he/she wants you to move out. Unless you waived your right to notice, notice has to be in writing, has to specify the behavior that is the basis for asking you to move out, and tell you how many days you have to move out.

For notice to be proper, the notice must have the proper information in it and must be given to the last known address or designated address contained in the lease agreement. If notice is not proper, a lawsuit might be dismissed.

45. If my landlord wants me to leave, what kinds of notice does my landlord have to give me?

If you have not waived your right to notice, there are several different types of notice you might receive when your landlord asks you to move out. The type of notice you receive depends on the reason your landlord is asking you to move out. There are different timelines for each type of notice. All notice must be in writing.

Your landlord can give you notice that he/she wants you to move out for the following reasons:

1. Material noncompliance with Rental Agreement. The landlord has to specify the condition or behavior that breaches the rental agreement. One reason you might get this kind of notice is non-payment of rent. If the breach is the type that can be remedied by paying money AND you haven't received notice for the same issue in the past 6 months, the notice must tell you that you have at least 14 days from the day you receive notice to remedy the problem or to move out. If you have received a 14 day notice for the same issue in the last 6 months, the notice must tell you that you have at least 7 days to move out. If it is not the type of breach that can be remedied with a payment, the notice has to tell you that you have to move out by a date that is at least 14 days after the day you receive the notice.

2. Noncompliance with general maintenance and conduct obligations materially affecting health and safety. The landlord has to specify the condition or behavior that breaches the rental agreement. You might get this notice if you don't fix a repair the landlord thinks you should make or if you are doing something that is disturbing other tenants. If the breach is the type that can be remedied by paying money AND you haven't received notice for the same issue in the past 6 months, the landlord has to tell you that you have 14 days from the day you receive notice to remedy the problem or to move out. If you have received a 14 day notice for the same issue in the last 6 months, the landlord has to tell you that you have 7 days to move out. If it is not the type of breach that can be remedied with a payment, the notice has to tell you that you have to move out by a date that is at least 14 days after the day you receive the notice.
3. No Cause. This is the type of notice you get when your landlord is not renewing your lease once the term ends. Your landlord does not have to tell you why he/she does not want to renew the lease. If you pay your rent each week, your lease is considered to be week-to-week, and the landlord must give you a move out date that is at least 10 days after the date you receive notice. If you pay rent each month, your lease is considered a month-to-month lease, and the landlord must give you a move out date that is at least 30 days prior to the next day your rent is due.
4. Condition or behavior that threatens the health, safety, or welfare of people, property, or premises. The landlord has to tell you in detail about the violation that has been committed. The landlord will tell you a day at least 3 days from the day you receive this kind of notice by which you are expected to move out. A person who is a victim of domestic violence might have special protections from being forced to move out in this situation.
5. Violence. The landlord has to tell you in detail about the violation that has been committed. The landlord must tell you a day at least 3 days from the day you receive this kind of notice by which you are expected to move out. A person who is a victim of domestic violence might have special protections from being forced to move out in this situation.

46. Does my landlord have to give me notice that he/she wants me to move out, or can my landlord just go straight to court to evict me?

It depends. Your landlord must give you proper move-out notice UNLESS you signed a lease that says your landlord does not have to give you notice or if you tell your landlord that you don't want written notice. If your lease says that you "waive" notice, this means your landlord does not have to give you notice before going to court and starting the eviction process.

The most common waiver provision found in leases is a waiver of notice for non-payment of rent. For this provision to be enforceable, the law requires that it be written in **BOLD** and be in 12 point font or larger.

47. Can the landlord force me to leave if I don't move out after I get notice that the landlord wants me to move out?

Yes. Your landlord can force you to leave but must have a court order to do it! A landlord cannot force you to move out by locking you out, removing your items, or interfering with or cutting off services.

If your landlord gives you notice that he/she wants you leave and you do not leave by the date specified in the notice, your landlord may file a lawsuit to try to get a court order that says you have to leave. The lawsuit to get you to leave is called an "eviction." If the landlord wins the lawsuit, the Court will give you a date by which you have to move out. It is usually only 10 days after the landlord wins the lawsuit, unless the landlord agrees to give you more time. If you do not leave by the date the Court tells you, the landlord can ask the sheriff to come to your home and remove all people and items from the unit, and can then change the locks to keep you out.

Whatever the reason your landlord asks you to move out – whether you are behind on rent or broke the lease in another way – the landlord must always give you proper notice and follow proper other move-out procedures. If the landlord fails to follow proper procedures, the landlord can face penalties including dismissal of the eviction and having to pay you money.

48. What can I do if my landlord turns off utility service or locks me out of my unit?

If the landlord locks you out without a court order or unlawfully interferes with essential services such as water, gas, electricity, sewage, or heat, you can get a court order requiring your landlord to let you in or turn the utilities on. You can also move out and sue the landlord for any damages that resulted from the unlawful behavior. You might also be able to recover punitive damages and attorney's fees.

Note: If the lease says you will put the utilities in your name and you don't do it during the first three day you live in the property, the landlord is allowed to turn off your utilities.

49. If I disagree with the landlord that I have breached my lease, what are my options?

You can talk with your landlord and try to negotiate a deal that will allow you to stay in the property. If you reach an agreement with your landlord, make sure you put it in writing.

If you cannot convince the landlord to allow you to stay in the property and you don't move out voluntarily by the date the landlord gives you in the move-out notice, the landlord can file a lawsuit to ask the Court to make you move out. That lawsuit is what people commonly call an eviction. During the lawsuit you will have a chance to tell the judge that you did not breach your lease and to show the judge any evidence you have to prove that you did not breach the lease. If you do not convince the judge that you did not breach your lease, the judge will give you a date by which you have to move out and if you do not leave by that date, the sheriff will physically move you out.

50. Can I be forced to leave if I have paid my rent in full for the month?

Yes. Paying rent on time is just one of your responsibilities as a tenant. Even when you have paid your rent on time and in full, your landlord can make you move out for other things that violate your lease. See Question 41 for a list of reasons your landlord can make you move out.

Whatever the reason is that your landlord wants you to move out, he/she must follow the rules about giving you notice asking you to move out and about forcing you out if you don't move out voluntarily.

MOVING OUT

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MOVE-OUT CHECKLIST

******READ YOUR LEASE. FOLLOW THE RULES******

1. Did you re-read your lease to look for any move-out rules that you agreed to follow?
2. Did you give your landlord timely notice that you intend to move out?
3. Did you give your landlord a written request for a walk-through?
4. Did you remove all of your belongings from the property?
5. Did you clean the property and fix all minor problems?
6. Did you forward your mail to your new address?
7. Did you complete your walk-through, including your inventory list and photos?
8. Did you request an itemized list of deductions from your security deposit?
9. Did you give your landlord your new contact information?
10. Did you return the keys to your landlord?

51. When my lease ends, can I just move all of my things out and not talk with the landlord again?

READ YOUR LEASE. If you do not follow the rules in your lease, you could owe your landlord money. Most leases require you to give notice to your landlord before you move out and specify how many days before you move you must give your landlord such notice. Some leases also require you to do certain things when you move out in order to get your security deposit back and not have your landlord charge you for cleaning and/or repairing your unit.

Even if it is not stated in your lease, and unless your lease tells you to do something different, you should take the following steps once you decide to move out:

Step 1: Give your landlord advance notice, in writing, that you intend to move out, ask to do a walk-through with your landlord, and ask for an itemized list of deductions that will be taken out

of your security deposit. Put a date on it and keep a copy.

Step 2: Before the walk-through, move your things out and clean the property – including fixing minor repairs.

Step 3: During the walk-through, keep a list of the condition of the property and take photos of everything, not just the problems. You can use the Inventory and Condition Report on pages 19-20 or use your own list. If you did a walk-through when you moved in, use the same list. If you can't do a walk-through with the landlord, you should do a walk-through with a friend who can be a witness if needed; make a list and take photos just as you would do if the landlord were with you.

Step 4: Return your keys to the landlord and give your landlord your new address in writing. Put a date on it and keep a copy.

If you do these things, you will make it more likely that you get your security deposit back; that you do not have to pay your landlord additional money;

and, that you do not have to go to court with your landlord.

52. Can I move out before my lease ends without a consequence?

READ YOUR LEASE. If you do not follow the rules in your lease, you could owe your landlord money. Your lease may say that you have to pay more money if you move out before the lease term ends (sometimes called an early termination fee), that you have to pay rent through the end of your lease even if you don't live there, or that you forfeit your security deposit if you move out before your lease ends. If your lease requires you to pay for an early move out and you do not pay, your landlord can take you to court to force you to pay. If your landlord has to go to court to get you to pay, you can also be forced to pay for expenses your landlord incurred from taking you to court, including filing fees and attorney's fees. Even if your lease does not say you have to pay rent through the end of your lease if you move out before the end of your lease term, your landlord might be able to force you to pay because you breached a contract that says you will pay through the end of the term.

53. Should I clean my place before I move out?

Yes. After you move all of your things out of the property, clean the unit and take out the trash. Vacuum and sweep, make sure appliances are clean, and try to fix small things. You can use the Inventory and Condition Report on pages 19-20 to help make sure you haven't forgotten any areas. If you did a walk-through before you moved in, you should review it to help remind you what condition things were in when you moved in. After you have moved out all of your things and are done cleaning, do a walk-through with your landlord and take pictures of the property.

54. Do I have to give notice before I move out even if my lease has an end date?

READ YOUR LEASE. Most leases require you to let your landlord know that you plan to move out. Your lease might also tell you how much notice you have to give your landlord before you move and other information about the rules you need to follow during your move out process. When you give your landlord notice you are moving out, put it in writing, date it, and keep a copy.



Always give your landlord the same amount of notice that you intend to move out that they are required to give you if they ask you to move out. If you pay rent weekly, give your landlord at least 10 days notice; if you pay rent monthly, give your landlord at least 30 days notice prior to the next day rent is due.

55. Do I get my security deposit back after I move out?

See section entitled "Security Deposit" on pages 9-11.

56. What happens if I leave my things in my place after I leave?

If you are away from the property for 30 days or more with no explanation of your absence and no payment of rent, your landlord can treat the situation as if you have abandoned the property and enter your unit and remove your things. The landlord has to store your things for at least 30 days. If you don't reclaim your things within that 30 day period, the landlord can sell or otherwise dispose of your items and use any money earned to pay unpaid rent, damages to the property, storage fees, sales costs, and attorneys fees. If there are any proceeds left from the sale, the landlord has to keep that money for six months after the sale, during which time you can reclaim it.

If your rent is 15 days late and your unit looks like you've abandoned it because a lot of your things are gone or utilities are off, your landlord has to put notice on your door and mail you notice letting you know that your place looks abandoned and that he/she intends to reenter, take possession, and re-rent the property. If the landlord doesn't hear from you within 10 days, your place will be treated as if it was abandoned and follow the procedures described above.

57. Do I have to do a walk-through?

You do not have to do a walk-through unless your lease requires you to do a walk-through. However, doing a walk-through and following other move out procedures even if your lease does not require it will make it more likely that you get your security deposit back, that you do not have to pay your landlord additional money, and that you do not have to go to court with your landlord.

See Question No. 51 for more information.

INVENTORY AND CONDITION REPORT

Check for how things look AND how they work. Take pictures when you move in and when you move out. Bring along a friend or family member who doesn't live with you as a witness. Keep a copy for your records and give a copy to your landlord. Keep this in a safe place with your lease, repair requests, and all other written communication.

Good = Undamaged, not dirty, looks almost new. Performs function without problem.

Ok = A little worn/dirty. Mostly performs function, with minor impairment

Poor = Very Dirty, Damaged, Holes, Dents, Stains, Burns, Knicks, Chips. Doesn't function properly

<i>*Mark this box once you've checked the item listed.</i>	MOVE-IN			MOVE-OUT			<i>*Use this box to briefly describe damage, if any.</i>
	Good	Ok	Poor	Good	Ok	Poor	
<u>LIVING/DINING ROOM</u>							
Floor							Notes:
Walls							
Ceilings							
Door(s)							
Light switch/Fixtures							
Blinds/Curtains							
<u>KITCHEN</u>							
Floor							Notes:
Walls							
Ceilings							
Door(s)							
Light switch/fixtures							
Blinds/curtains							
Refrigerator/Freezer							
Dishwasher							
Stove/burners							
Oven/oven racks							
Countertops							
Range hood/ fan							
Cabinets (open/close, condition)							
Drawers (open/close, condition)							
Sink (hot and cold running water, leaks, stain/chip free)							
Garbage Disposal							
<u>BATHROOM</u>							
Sink (hot and cold running water, leaks, stain/chip free)							Notes:
Bathtub/Shower hot and cold running water, leaks,							
Cabinets (open/close, condition)							
Towel Rack							
Light Fixture							
Toilet (flushes, dry/no leaks, good condition)							
Floor							
Walls							
Ceilings							
Door(s)							

BEDROOM 1										Notes:
Floor										
Walls										
Ceilings										
Door(s)										
Light switch/Fixtures										
Blinds/Curtains										
Windows/Screens										
BEDROOM 2										Notes:
Floor										
Walls										
Ceilings										
Door(s)										
Light switch/Fixtures										
Blinds/Curtains										
Windows/Screens										
OUTSIDE DOOR(S)										Notes:
Open/Shut properly										
No holes/marks/chips/cracks										
Locks work										
WINDOWS										Notes:
No cracks/broken panes										
Screens present and in good condition										
Open/Close properly										
GENERAL										
Outside Area for your unit										
Outside Common Areas										
Walkways, Stairs and Railings										
Air Conditioner										
Thermostat										
Heater										
Water Heater										
Exterior walls										
Mailbox and mailbox key										
Exposed wiring?					Yes / No			Yes / No		
Electrical Outlets work?					Yes / No			Yes / No		
Light bulbs present?					Yes / No			Yes / No		
Electrical Switches work?					Yes / No			Yes / No		
Ask: history of water intrusion or mold?					Yes / No			Yes / No		
Ask: history of bed bugs?					Yes / No			Yes / No		
Ask: history of rats, roaches, bugs?					Yes / No			Yes / No		

MOVE-IN

MOVE-OUT

Tenant Signature: _____ Date: _____ Tenant Signature: _____ Date: _____

Landlord Signature: _____ Date: _____ Landlord Signature: _____ Date: _____

Witness Signature: _____ Date: _____ Witness Signature: _____ Date: _____

RESOURCES

<i>LOCAL</i>	
Community Legal Center 901.543.3395 https://clcmemphis.org/	Legal representation in landlord tenant disputes on a sliding scale for Shelby County residents whose income is between 125% and approximately 300% of the federal poverty level. Those who do not qualify will be referred to Memphis Area Legal Service of private attorneys
Eviction Settlement Fund http://home901.org/covid-resources/	Direct legal services and possible financial relief for Shelby County renters who have fallen behind on their rent payments due to COVID-19 and are facing eviction
Memphis Area Legal Services 901.523.8822 https://malsi.org/	Free legal assistance and representation to eligible residents in Shelby, Fayette, Tipton and Lauderdale counties in Tennessee, for complaints involving fair housing, evictions, subsidized housing, and housing repair or housing condition
Memphis Fair Housing Center 901.432.4663 https://malsi.org/	Education, housing counseling, legal guidance, and legal representation for renters who face discrimination
Memphis Public Interest Law Center www.mpilc.org	Renter-centered website, booklet, hotline and customized workshops to educate renters about their rights and empower them to enforce their rights throughout the rental process.
<i>STATE</i>	
HELP4TN https://www.help4tn.org	Free website maintained by TN attorneys that contains legal information by topic, links to court forms, links to education videos, and information about how you can talk to attorneys for free or for payment
Tennessee Fair Housing Council 615.874.2344	Investigate, provide legal advice, and represent Tennesseans in administrative actions and civil lawsuits involving fair housing complaints
TN Consumer Affairs Division 615.741.4737 www.tn.gov/consumer	Free mediation services for complaints regarding the Uniform Residential Landlord and Tenant Act

To be added to this list of resources for Shelby County renters experiencing landlord/tenant issues, email us at info@mpilc.org.

Housing security is fundamental to the success of individuals, families, and communities. Numerous studies document the impact poor housing has on health, education, and employment.

This booklet is part of The Housing Project, a project designed by the Memphis Public Interest Law Center to address Memphis' rental housing crisis through renter-centered research, education, and advocacy.

For more information, to provide support, or to partner with us, you can email us at info@mpilc.org or visit our website at www.mpilc.org.



Memphis Public Interest Law Center is a non-profit public interest law firm formed to fill the gap in legal services in the Memphis area through provision of legal support, education, and advocacy to underserved populations and issues.