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- **General responsibilities of the landlord.** Landlords must comply with housing codes, make repairs to keep the 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.
 - **General responsibilities of the tenant.** 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.
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For additional copies, contact:
(701) 328-2210

The Attorney General and his staff cannot give legal advice to, or mediate disputes for, landlords and tenants.

If you need help settling a dispute, or have a question about a lease, you may wish to contact Legal Assistance of North Dakota (LAND) at (800) 634-5263, or an attorney in private practice.

SMALL CLAIMS COURT

Small Claims Court provides landlords and tenants with an easy, inexpensive and informal way to resolve disputes. It is not necessary to hire an attorney. To obtain the necessary papers to file a lawsuit, contact the Clerk of District Court in your county.

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 discrimination complaint, contact:

ND Department of Labor at: (701) 328-2660; toll-free: (800) 582-8032; or

ND Fair Housing Council at: (701) 221-2530.

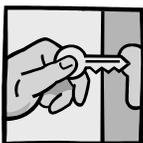
Tenant Rights in North Dakota



Office of
Attorney General

Wayne Stenehjem,
Attorney General

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 brochure includes general information about tenant rights and responsibilities in North Dakota.



Moving In. Before you put any money down, inspect the rental property. The landlord is required by law to provide you with a checklist describing the condition of the property. Make sure to mark existing damage or problems on the checklist. Both you and the landlord should sign the completed checklist to reduce disputes later.

Security Deposit. The landlord can require you to pay a security deposit of up to one month's rent. You may also have to pay an extra deposit if you have a pet. The landlord can use the deposit to repair any damages you or your guests cause to the property, for unpaid rent, or to pay the costs of cleaning the property after you leave. The security deposit and an itemized list of any deductions

must be returned to you 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.

Rent. If you rent the property with others, each of you 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. This also applies to the utility and other bills due each month under the terms of the lease.

Rent Increases. If you have a month-to-month lease, the landlord may raise the rent by any amount by providing written notice at least 30 days in advance. You then can give a 25-day notice to terminate the lease at the end of the month. You can only use this 25-day provision if the landlord changes a provision of the lease. If you have a one-year lease, for example, the landlord generally cannot raise your rent until the end of that lease period.

Late Fees. If you are late paying 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. You 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, you can take care of it and deduct the expense from the rent, but you should first notify the landlord in writing that you intend to do this. You may also sue the landlord for repairs and other expenses in Small Claims Court. As a last resort, you can terminate the lease and move out—but this should be done only if serious repair problems or code violations exist.

Eviction. In order to evict, a landlord must first serve a "Notice of Intention to Evict" (often called a Notice to Quit), ordering you to vacate the premises within three days. If you do not resolve the problem or leave the property, the landlord's next step is to serve you with 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 you cannot be evicted, or that you must leave immediately.