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This fact sheet is not meant to take the place of legal advice.

If you have a legal problem, consult a private attorney or call your local Legal Services Office.

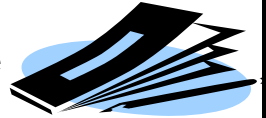
RENTER'S RIGHTS



The following is a list of commonly asked questions and answers dealing with landlord/tenant issues. If you are in doubt about your rights, contact your local housing counseling agency listed on the back of this page.

Q: My landlord is saying that I owe past due rent, but I am sure that I have paid everything that I'm supposed to pay. What can I do?

A: Your rental receipts are proof that you have paid everything that you are supposed to pay. Always be sure to get a receipt for payment from your landlord or make payments by check or money order so that there is documentation supporting your proof of payments.



Q: I was told that if I did some work on the apartment that I would not be charged rent. Now the landlord is saying that I owe him money. What can I do?

A: If you agree to make repairs in lieu of paying rent, be sure to get the terms of your agreement in writing. State exactly what will be repaired, the amount of rent that will be credited by completing the work, copies of receipts for materials bought and before/after photographs of the repairs.



Q: What if my landlord is not making repairs? Can I withhold my rental payments?

A: The first step in resolving this matter is to draft a letter to the landlord advising him of the needed repairs. This will serve as proof that the request was made if the issue goes to court. It is the responsibility of the landlord to maintain the residence in a habitable condition. His failure to do so may result in the termination of the lease agreement or even monetary judgment against the landlord. If you have made your request for repairs in writing and the landlord still **has not** complied, please contact your local housing counseling office for more options.

Q: My landlord is evicting me and telling me that I have to move in 3 days. Can he do this?

A: If the landlord has given you an eviction notice, he has to give you sufficient time in order to vacate the premises. The general time frames are listed below:
If your rent is paid once per month ———— 30 days notice
If your rent is paid each week ————— 10 days notice

If you fail to vacate in a timely manner, the landlord may serve you with a detainer warrant in which a court date will be set and the issues will be heard before a judge.

Q: The landlord says that if I don't move out, he will change the locks and throw my personal items out. What can I do?

A: The landlord **cannot** legally enter your apartment and remove your personal items. The landlord **cannot** legally lock you out of your apartment. The only time that a landlord should be able to enter your apartment and remove your personal items is when the apartment has been abandoned or if there is a court order for you to vacate the residence and you failed to do so in a timely manner.

Q: What if I have a lease agreement and I want to move before the lease agreement ends?

A: If you vacate prior to the termination of the lease agreement, you may be held responsible for paying the rent through the term of that lease agreement. For example, if you move in May, but your lease agreement runs through October, you **may be** held liable to pay rent to that landlord through the month of October. Always provide your landlord with sufficient notice that you are vacating. Sufficient time is generally considered to be thirty (30) days.



Written note or letter

NOT A



Telephone call

Q: How do I get my security deposit back?

A: Before you move in, make a list of the repairs that need to be made and take photographs. Keep the photographs in case you need them in the future and send the list of repairs to your landlord. Always be sure to keep a copy for yourself. After cleaning up the apartment, take another set of photographs before turning in the keys. This will serve as visible proof as to the condition of the unit. Read the terms of your lease agreement. Some lease agreements state that a portion of the deposit is non-refundable. If you vacate the apartment and you have not received your deposit or an itemized list from the landlord stating what the deposit was used for, contact your local housing counseling office for assistance.



Q: I am thinking about signing a lease and the landlord has agreed to make some repairs before I move in. Should I go ahead and sign the lease and move in?



A: Only if the repairs which are going to be made are included as part of the lease agreement. If the landlord refuses to include the needed repairs as part of the lease agreement, you can feel confident that he/she had no intentions of making the repairs.



!!!! REMEMBER !!!!



1. It is always important to make your requests to the landlord in writing and to keep a copy of the letter(s) for your own records.

2. Never sign a lease agreement that you do not understand or that contains conditions that make you uncomfortable.

3. Always get receipts for your payments.

4: Contact your local housing counseling agency at:



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West Tennessee Legal Services

provides

- Housing Counseling Information and Referral
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 - Home Ownership and Rental Counseling
 - Certified HUD Housing Counseling Agency
 - Advocates for Fair Housing

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- Counsel for Non-profit organizations to increase affordable housing stock
 - Community Education programs, research and technical assistance

It is illegal to discriminate against any person because of race, color, religion, sex, national origin, children in the family or a handicap or disability

in the following situation:

- Sale or rental of most housing
- Advertising the sale or rental of housing
 - Financing of housing
- Provision of real estate brokerage services

