



## Common Landlord Violations

- Structural Deterioration: cracked, crumbling walls and ceilings, leaking roofs, broken/missing doors or windows.
- Defects in plumbing, wiring, heating, broken toilets, plumbing leaks, exposed electrical wires, no heat in winter, no hot and cold running water, no working sink or bath/shower.
- No means to remove or store garbage.
- Rats or insects due to landlord's neglect.
- Failure to provide a smoke detector.
- No attempt to repair any of the above defects after being notified in writing by tenant.
- Unlawful entry into tenant's space.
- Unlawful taking of tenant's possessions.
- Unlawful eviction.
- Discrimination based on sex, race, color, national origin, religion, disability, or family status (having children under age 18). The City of Moscow has added to this: sexual orientation gender expression/identity.

*\*If this happens, contact the Intermountain Fair Housing Council or HUD Fair Housing Office immediately.*

## Before tenant moves in, landlord should:

- Conduct a criminal, financial, credit, and rental background check, if necessary.
- Give tenant copies of the lease.
- Make sure tenant clearly understand your duties under the lease.
- Inspect the place with tenant before he/she moves in and after he/she moves out.

## Landlord must give tenant proper notice before an eviction

IF the landlord believes that...

- Tenant is behind on rent OR
- Tenant violated the terms of lease OR
- Tenant unlawfully used, delivered, or produces a controlled substance (drugs) on the premises.

...THEN the landlord must give tenant three days' written notice before eviction (not counting weekends or holidays).

The three-day written notice MUST state:

- Amount of any rent tenant owes (if any).
- Lease provisions tenant allegedly violated.
- Notice that tenant has used, delivered, or produced drugs.

### Other Resources

Idaho Legal Aid  
[www.idaholegalaid.org](http://www.idaholegalaid.org),  
 1-877-428-8844  
 Landlord and Tenant Guidelines:  
<http://www.ag.idaho.gov/publications/consumer/LandlordTenant.pdf>

# Landlord Rights and Responsibilities



Moscow, Idaho



Fair and Affordable  
 Housing  
 Commission, 2021



## Q&A

# Rights and Responsibilities

### Landlords' Rights

- Right to receive rent on time.
- Right to receive the return of the premises at the end of the lease terms.
- Any other rights spelled out in the lease and under state and federal law.

### Landlords' Responsibilities

A landlord must:

- Provide waterproofing and weather protection of the premises.
- Maintain electrical, plumbing, heating, ventilation, and sanitary facilities in good working condition.
- Maintain premises so they are not hazardous to the tenant's health or safety.
- Return any portion of the security deposit that is not used to repair damages or clean as described in the rental agreement.
- Comply with the terms of the lease or rental agreement.
- Comply with city, county, and state housing codes. See I.C. 6-320.

#### Can I increase my tenant's rent?

There is not a limit on the number of times or the amount a landlord can increase the rent unless there is a provision in the lease, which says otherwise. Tenant can move rather than pay the increase. See. I.C. 55-307. If tenancy is "month to month," tenant must receive written notice of a rent increase 15 days before the next rent is due. If tenant's lease sets the amount of rent for a given time (like six months or one year), then the landlord cannot raise rent during that time.

#### Can I enter my tenant's apartment?

Unless there is an emergency, landlord must tell tenant when he/she plans to enter and why. The landlord can only enter with permission or for reasons agreed to in the lease. The landlord may enter rental property to make needed repairs or show future tenants the place, but he/she must do so at convenient times and tell tenant ahead of time.

#### Can landlord take tenant's personal property?

No! If this happens, call the police and an attorney. Tenant is free to take all of his/her property as long as the removal does not damage the premises. Tenant should carefully remove his/her belongings from the walls and ceilings and should not take any fixtures that are part of the rental property.

#### Can tenant break the lease (leave early)?

If the lease has a termination clause, or if the landlord violates the lease and then agrees to release tenant from its terms, the tenant may break the lease. Get all such agreements in writing! Tenant cannot break a lease without good cause.