



Rights and Responsibilities

Tenants' Rights

- Right to possess and use the premises.
- Right to “**quiet use and enjoyment**” of the premises. For example, the landlord should control the unreasonable noise of other tenants and give the tenant reasonable notice before coming into the tenant’s space.
- Any other rights spelled out in the lease and under state and federal law.

Tenants' Responsibilities

- Pay rent on time, even if repairs are needed.
- Keep those premises under the tenant’s control in a clean and sanitary condition.
- Properly dispose of garbage.
- Properly use appliances, electrical fixtures, and plumbing facilities.
- A tenant must NOT carelessly / negligently destroy or deface the premises or fixtures or let family members and other guests do so either.

Other Information

You cannot be legally evicted if:

- You paid rent on time but the landlord tries to evict you in retaliation because you asked for repairs, called the city for a health code violation, joined a tenant’s association, exercised another tenant’s right OR
- Your landlord gives you a notice of overdue rent or lease violation and, within three days, you cure the violation or pay back rent.
- Also, your landlord cannot try to physically force you out (for example, turning off your utilities or changing the locks) without going through the legal process of giving you proper written notice and filing suit with the court.

Before moving in, take these steps to avoid problems later:

- Talk to current and former tenants about the landlord’s practices or reputation.
- Make sure you can afford the monthly rent and utilities before moving in.
- Inspect the place with the landlord before moving in and after moving out. Keep a written copy of any defects. Take pictures or video.
- Obtain copies of the lease and keep copies of all notices the landlord gives you.
- Keep an accurate account of all monies paid or owed to the landlord. Keep copies of records. Pay with checks, never cash.
- Make sure you clearly understand your duties under the lease. If the language is unclear, ask questions until you understand each part of the lease. Talk to an attorney if you are still unsure about your duties.

Tenant Rights and Responsibilities

Moscow, Idaho



Fair and Affordable
Housing
Commission, 2021

Other Resources:

Idaho Legal Aid – www.idaholegalaid.org 1-887-428-8844

Landlord and Tenant Guidelines:

<http://www.ag.idaho.gov/publications/consumer/LandlordTenant.pdf>

Landlord Information

Common Landlord Violations

- Structural Deterioration: cracked, crumbling walls and ceilings, leaky 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 and gender expression/identity. **If this happens, contact the Intermountain Fair Housing Council of HUD Fair Housing Office immediately.*

Before you move in, the landlord should:

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

Q&A

Can my landlord increase my rent?

Yes, unless there is a provision in the lease, which says otherwise. You can move rather than pay the increase.

- If your tenancy is "month to month," you must receive written notice of a rent increase 15 days before the next rent is due.
- If your 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 break my lease (leave early)?

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

Can my landlord take my personal property?

No! If this happens, call the police and an attorney. After you move out, you are free to take all of your property as long as the removal does not damage the premises. Carefully remove your belongings from the walls and ceilings and do not take any fixtures that are part of the rental property.

If I have an oral lease, or if my lease doesn't say how much notice is required, how much notice must I give my landlord?

It is best to give at least 30 days' written notice. If that is impossible, tell your landlord as soon as possible in writing. If you don't give reasonable notice, you may have to pay the landlord's costs of re-renting the place. It may be difficult to enforce your rights after you have moved into a place.

Landlord Q&A

Can my landlord enter my apartment? Can my landlord evict me?

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

You can be legally evicted if:

- You violate the terms of the lease.
- You don't pay rent or pay late.
- You use, deliver or produce a controlled substance (drugs) on the premises.
- You rent month to month (an open ended lease) and the landlord gives you a 30 days' written notice asking you to move. I.C. 55-208