



LANDLORD AND
TENANT RIGHTS
IN NORTH DAKOTA



2015-2019

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Fair Housing and Enforcement Center..... 303-672-5437
Toll Free 1-800-877-7353
TTY 303-672-5248
Website www.hud.gov

Department of Labor and Human Rights – Bismarck
 (The Department of Labor and Human Rights receives and investigates complaints of unlawful housing discrimination)

Phone..... 701-328-2660
Toll Free..... 1-800-582-8032
Website www.nd.gov/humanrights

Legal Services of North Dakota (LSND)
 (Non-profit law firm that provides legal advice and representation to low income and elderly North Dakotans in a variety of legal matters. LSND also provides community legal education throughout North Dakota)

Ages 60+ call..... 1-866-621-9886
All Others..... 1-800-634-5263
Website www.legalassist.org

Community Action Program
 (Emergency rental assistance money - call for availability)

Bismarck..... 701-258-2240
Dickinson..... 701-227-0131
Devils Lake..... 701-662-6500
Fargo..... 701-232-2452
Jamestown..... 701-252-1821
Minot..... 701-839-7221
Grand Forks..... 701-746-5431
Williston..... 701-572-8191

Money Follows the Person - ND Housing Program
 The Money Follows the Person (MFP) Housing Program helps people who are elderly or disabled access decent, safe and affordable housing.

Website www.ndcpd.org/mfp

ND Housing Finance Agency (NDHFA) – Bismarck
 (NDHFA is a self-supported state agency which finances the development of affordable rental housing and provides compliance monitoring and administration for housing targeted to low-income households.)

Phone..... 701-328-8080
Toll Free..... 1-800-292-8621

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NORTH DAKOTA APARTMENT ASSOCIATION

The Landlord/Tenant Rights Booklet has been prepared by the North Dakota Apartment Association (NDAA). A rough draft was provided to numerous organizations, departments, and interested groups for their comments and input.

While this booklet does reference state laws relating to landlord/tenant issues and concerns, it should be used only as a general guideline for informational purposes.

Any questions of a specific or technical nature should be directed to an individual or organization with expertise in that particular field. NDAA does not assume responsibility for any action taken by an individual as a result of interpreting the contents of this booklet.

NDAA is not a state agency and we have no regulatory authority over apartment communities or management companies. We do not investigate or mediate disputes between rental housing owners and residents. If you need legal assistance with a particular problem, we encourage you to check with an attorney or seek other legal resources that may be able to assist you.

The contents of this booklet may not be changed or altered without the consent and permission of the North Dakota Apartment Association.

Costs for this project were paid for by:

Barnes County (701) 845-8521
Burleigh County Housing Authority (701) 255-2504
Grand Forks Housing Authority (701) 746-2545
Legal Services of ND (701) 222-2110
Mercer County Housing (701) 663-7494
Morton County Housing (701) 663-7494
ND Apartment Association 1-800-990-6322
ND Association of Realtors (701) 355-1010
ND Department of Labor & Human Rights. 1-800-582-8032
ND Housing Finance Agency (701) 328-8080
Pembina County Housing (701) 265-8147

Thank you to all who contributed to this project.

FOR FURTHER INFORMATION, CONTACT:

LANDLORD INFORMATION:

North Dakota Apartment Association 1-800-990-6322
An organization for owners and managers providing educational opportunities. (Forms are also available at a nominal cost to members)
Email info@ndaa.net
Website www.ndaa.net

Bakken Apartment Association 1-800-990-6322
(Serves Williston & Surrounding Areas)

Bismarck-Mandan Apartment Association 701-255-7396
(Serves Bismarck, Mandan & Surrounding Areas)
Email info@bismarckmandanapartments.com
Website www.bismarckmandanapartments.com

Greater Red River Apartment Association 218-233-6245
(Serves Fargo, Moorhead & Surrounding Areas)
Email info@grraa.com
Website www.grraa.com

Greater Grand Forks Apartment Association 701-775-4231
(Serves Grand Forks & Surrounding Areas)

Magic City Apartment Association – Minot 1-877-403-6222
(Serves Minot & Surrounding Areas)

TENANT INFORMATION:

For questions relating to the Federal Fair Housing Act or the North Dakota Discrimination Act contact:

High Plains Fair Housing Center 701-203-1077
Toll Free 1-866-380-2738
Website www.highplainsfhc.org

HUD Housing Complaint Line 1-800-669-9777

HUD Local Office - Fargo Field Office 701-239-5136

LOCKOUTS & PROPERTY CONFISCATION

It is illegal for a landlord to physically lock a tenant out of his/her unit. If a landlord locks a tenant out or confiscates a tenant's belongings, the tenant should notify the sheriff's department, a private attorney, or legal assistance. It is also illegal for a landlord to cut off the utilities in an attempt to get the tenant to move.

NON-SMOKING IN PUBLIC PLACES

North Dakota Law prohibits smoking in public places. By law "public places" includes hallways, entry areas, offices and any other common areas in an apartment building. Violation of this law is an infraction.

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, as an individual can present his/her own case.

Claims that involve a lease of real property may be commenced in either the county where the person to be sued resides or in the county where the real property is located. Check with the district court clerk in your county courthouse if you are not sure where to file. Small Claims Court hears only money damage cases in the amount of \$15,000 or less. Claims that are initiated in Small Claims Court can be removed by the Defendant to District Court. If the Defendant does not prevail, however, in the District Court proceeding, the Judge has discretion to award reasonable attorney's fees to the Plaintiff.

INTRODUCTION

The purpose of this booklet is to provide landlords and tenants with information about their responsibilities and legal rights in North Dakota.

This publication will include a general overview of North Dakota Landlord/Tenant Laws and other information on renting. This booklet is not intended to be a substitute for professional legal advice. Because factual circumstances vary in each case, detailed legal research or opinions may be necessary to resolve any problems.

It is important to remember as you read this booklet that many of the law's provisions may be changed by agreement between landlord and tenant. That is why it is always a good practice to have a written lease and to be familiar with its provisions before signing it.

INSPECTION OF UNIT BEFORE LEASING

Prospective tenants should visit the rental unit before they give the landlord any money. They should be allowed to inspect the rental unit (appliances, plumbing, light fixtures, carpeting, locks, linoleum, windows, etc.).

According to N.D.C.C. (ND Century Code) 47-16-07.2, a landlord shall provide the tenant with a statement (check-in sheet) describing the condition of the facilities in and about the premises to be rented at the time of entering into a lease agreement. The statement shall be agreed to and signed by both the landlord and the tenant. The statement shall provide proof as to the condition of the facilities and the premises at the beginning of the rental agreement. Make sure all the conditions are correctly stated on the check-in sheet. An accurate statement at the time the tenant moves in, will lessen the chance of misunderstanding and future disagreements.

SECURITY DEPOSITS

Landlords have the right to require tenants to make a security deposit (damage deposit). This money is paid by the tenant and held by the landlord. The security deposit cannot exceed the amount of one month's rent and will be used to guarantee against unpaid rent, damage or cleaning costs. Moreover if the tenant owns a pet, the landlord may require a "pet deposit" not to exceed \$2500 or two month's rent, whichever is greater to cover any pet related property damage. This amount also includes the regular deposit.

The landlord is obligated to deposit the money in a federally insured interest-bearing savings or checking account. The landlord may apply the security deposit money and accrued interest upon termination of the lease toward any damages suffered through the negligence of the tenant or his/her guest, any unpaid rent, or the costs of cleaning and repairs which were the tenant's responsibility. The pet deposit money should only be utilized to correct problems created or caused by the pet living on the premises. If the deposit is \$100, but the tenant causes \$300 damages, the landlord can sue for the difference. The deposit may not be used by the tenant to pay rent without the landlord's consent.

Landlords can also require prospective tenants to pay an application fee (which may be non-refundable). The fee is customarily used to cover the cost of checking a tenant's references (past landlords, employment, credit bureau, etc.). Tenants should ask if such fees are refundable and can request a receipt for payment. These fees should not be mistaken for security deposits.

LEASES

When a landlord agrees to rent a house, apartment, room, or other living quarters to a tenant for a specific monthly rent, the two have entered into a legally binding rental agreement. The agreement can be verbal or written. It is an agreement to rent, and that means there are certain terms and rights defined by law.

must take place within three to fifteen days after service of the Summons and Complaint on the tenant. If the tenant cannot be found in the county by proof of sheriff or process server, and the attempt to serve the summons has been made at least once between the hours of 6 p.m. and 10 p.m., and an affidavit has been filed stating that the tenant cannot be found or the belief that the tenant is not in this state and copy of the summons has been mailed to the last known address of the tenant, service of the summons may be made by the sheriff or process server by posting (the summons) on the door of the unit. At the hearing, both landlord and tenant will be asked to give their respective side of the story.

- C. The judge will then deliver his/her decision. If the judge decides the tenant has no legal reason for refusing to leave, the judge will order the tenant to vacate. If the tenant fails to vacate, after being court ordered to do so, the judge will order the sheriff to force the tenant out. The tenant's property will be placed in storage. To get the property back, the tenant must pay the sheriff's fee, moving, and storage costs. If the tenant shows the court that vacating immediately is a substantial hardship on the tenant or the tenant's family, and eviction is not based on a disturbance of the peace, the court may allow reasonable time for the tenant to vacate, not to exceed five days. The judge can also find that the landlord has no legal reason to evict the tenant.

In the event the tenant does not remove belongings after the eviction judgment has been obtained, the landlord can remove the belongings from the rental unit and the sheriff will insure that the peace is not disturbed during that process. The tenant is responsible for all moving expenses and storage costs incurred by the landlord. Per the abandoned property law, the landlord must store the property for a period of at least twenty-eight days.

Contrary to popular belief, tenants may be evicted during the winter months.

quested when completing court papers.

If a security deposit is not claimed by a tenant within one year after termination of the lease agreement, the security deposit money must be sent to the state under the Uniform Unclaimed Property Act.

EVICTIION

According to state law, landlords can evict tenants for non-payment of rent, or in cases where the tenant refuses to leave after "Notice to Vacate" has been properly served and the tenant's last day has passed. A tenant can also be evicted if the tenant or any person on the premises with the tenant's consent acts in a manner that unreasonably disturbs other tenant's peaceful enjoyment of the premises.

A tenant may also be evicted for violating a material term of the lease. In addition to unreasonable peace disturbances, three situations potentially violate the material terms of a lease; drug use, distribution, or other illegal activity conducted on the property; unreported pets; or too many occupants in violation of the lease. These material violations must be proven by the landlord in a court of law.

In order to evict, a landlord must:

- A. Serve the tenant with a "Notice of Intention to Evict" (often called a Notice to Quit) ordering the tenant to vacate the premises within three days. The sheriff or a process server may post the Notice of Intention to Evict conspicuously at the rented premises, if the tenant cannot be found. The Notice of Intention to Evict does not require the tenant to vacate. It is the first step required by law for an owner to proceed with the eviction, and proof that the Notice was properly served must be presented to the court.
- B. If the tenant has not vacated after the three-day period, a "Summons and Complaint" (begins legal action) may be served on the tenant. The "Summons and Complaint" will give notice to the tenant as to the date and time he/she will need to appear in District Court. A court hearing

It is strongly recommended and important to keep a file that includes copies of all lease agreements, notices, letters and other correspondence between tenant and landlord. These records will be necessary should a dispute arise later.

The word lease refers to the agreement between a landlord and tenant, whether it is verbal or written. There are two basic types of leases -"periodic leases" and "term leases."

PERIODIC LEASE

If the lease has no specific ending date, it is a periodic lease. Generally these leases are month-to-month. A periodic lease is automatically renewed each time the tenant pays rent to the landlord.

TERM LEASE

If the lease states how long the tenancy will last (i.e., six months or a year), it is a term lease. These leases are usually written. The tenant is generally liable for rent the entire term of the lease.

A lease is a legally binding contract which cannot be broken without the other person's consent. The best arrangement between a landlord and tenant is a written lease. A written lease outlines the conditions under which a person(s) may live in a rental unit, and can be referred to if a dispute arises. When entering into a lease agreement all verbal promises (repairs, number of parking spots, etc.) should be put in writing.

Landlords and tenants can negotiate the terms of the lease provided both parties agree to the changes. If the written lease form is changed, both landlord and tenant should mark their initials next to any changes, additions, or deletions made on the lease forms.

Before you sign a lease, you should carefully read and understand the terms, especially any requirements for terminating the lease. If you have any questions, ask for an explanation. Most land-

lords are glad to help clarify points to avoid future misunderstandings. In addition, both parties should receive a copy of the lease and any other signed forms.

UNCONSCIONABILITY

A court may refuse to enforce part or all of a lease. If the court finds the terms in the lease so unfair and one-sided, it may not enforce them. In order to be deemed unconscionable, the lease term must be very offensive and against public policy. The tenant must demonstrate he/she had no real choice but to accept the offending provision. Landlords should take care not to go overboard in drafting lease provisions in their favor.

RENT

Tenants must pay the rent on time, whether they have a verbal or written lease. Due dates and amounts are determined by the provisions of the lease. Failure to pay the rent on time is considered a breach of the lease and legal cause for eviction.

LATE FEES

The rent must be paid on the date it is due. If a tenant misses the due date, landlords will often require the tenant to pay a late fee. But, in order for a landlord to charge a late fee, it must be a provision of the written lease or it is not legal. In addition, the lease must state how much the late fee will be and on what date it will be effective.

RENT INCREASES

Periodic Lease - If you have a month-to-month periodic lease, the landlord may raise your rent by any amount by providing a notice, in writing, at least thirty days before the end of the month.

If the landlord changes the terms of a periodic lease, and gives the required thirty-day notice of change, the tenant has the option to terminate the lease at the end of the month by giving a **TWENTY-**

for storing or moving the property which exceeds proceeds from the sale can be deducted from the security deposit.

If the landlord removes abandoned property from the premises after a judgment of eviction has been obtained and served, the landlord may retain possession of the property until charges for the reasonable amount of any storage and moving expenses have been paid.

SECURITY DEPOSIT REFUND

At the end of the lease, a landlord must return a tenant's security deposit (plus interest if the unit was occupied nine months or longer), or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord must mail or deliver the deposit within thirty days after the day the tenant vacated and the lease expired. As a practical matter, actual receipt of the security deposit may be delayed by several days if the tenant fails to provide the landlord with accurate forwarding address information. The landlord may deduct, from the security deposit, amounts to cover damage from tenants or their guests, unpaid rent, and/or costs of cleaning or other repairs, with the exception of reasonable wear and tear. The landlord must provide an itemized list of any deductions.

If a landlord sells a rental property, the new owner has the same rights and obligations. The security deposits and interest must be transferred to the new owner or the seller remains liable. The new owner is bound by the provisions of N.D.C.C. 47-16-07.1.4 even though he/she did not receive the original security deposit.

If a tenant does not receive the security deposit back, or is not satisfied with the landlord's explanation, the tenant can take the matter to Small Claims Court. This is a relatively easy, inexpensive procedure that is explained elsewhere in this publication. There, it is up to the landlord to justify the amounts withheld. The court can award damages to the tenant up to three times the amount withheld without reasonable justification from the tenant's security deposit. This is called "treble damages." Treble damages need to be re-

ing order, or other record filed with a court. The notice sent to the landlord must indicate the date upon which the tenancy will terminate. The notice can be sent by mail, fax or delivered in person before the termination of the tenancy.

NOTE: The tenant vacating the unit remains liable for the full month in which the tenancy terminates plus one additional month. Otherwise, the tenant is relieved of other contractual obligations under the lease. This legislation does not impact the liability of any other tenants under the lease.

In order for the tenant to be relieved of all other obligations under the lease, all rent must be paid for the month in which the tenancy terminates, plus the additional month. The security deposit must be processed within thirty days of either the date that the tenant vacates or the termination of the tenancy, whichever is later, if the tenant who is vacating is the only tenant under the lease. Otherwise, the security deposit remains with the unit.

DEATH

Upon the death of a tenant, the estate of a tenant remains liable for all rent for the month in which the individual dies, plus one additional month AND THEN THE LEASE TERMINATES. A copy of the Letters Testamentary from the Personal Representative of the estate should be furnished to the landlord to remove the tenant's property. If no Personal Representative is available, the property may be removed and placed in storage and then treated as abandoned after twenty-eight days. Letters should be sent to family members before the landlord disposes of any items.

ABANDONED PROPERTY

Tenant's property with a total estimated value of \$2,500 or less, which it reasonably appears has been abandoned by the tenant for a least twenty-eight days, becomes the property of the landlord to dispose of or sell, without notice, in whatever manner the landlord chooses. The landlord can keep the money from the sale. Expenses

FIVE DAY TERMINATION NOTICE. It is important to remember that a TWENTY-FIVE DAY TERMINATION NOTICE can only be given after the landlord has first given a notice of intent to change any term of the lease. If the tenant does not give the twenty-five day termination notice to vacate, the changes specified in the landlord's thirty day notice become a part of the lease agreement.

Term Lease - Generally a term lease has a fixed rent for the entire lease term and cannot be changed during the lease term unless the landlord and tenant agree to do so. However, the landlord can increase the tenant's rent by any amount at the end of the lease period. Usually, any notice requirements will be outlined in the lease, if not the rules of changing a periodic lease apply.

Automatic Lease Renewals - Landlords may not enforce an automatic renewal clause in a residential lease without giving the tenant at least a thirty day written notice (or sixty day notice if indicated in the lease) before the end of the current lease period that the lease will automatically renew. Notice may be delivered personally or by first class mail. If such notice is not given by the landlord, the lease will convert to a month-to-month tenancy.

If the landlord gives notice of an upcoming automatic renewal and does NOT ask for a rent increase after the expiration of the lease, and rent is offered and accepted, the lease is presumed to be renewed at the same rent and for the same period of time as the original lease.

ROOMMATES

If more than one person rents a house or apartment, each person is responsible for paying the whole rent. If disagreements surface between persons sharing an apartment and one person moves out, the remaining tenants are responsible for paying the entire monthly rent amount. However, the remaining tenants can sue the vacating tenant if he/she left without paying his/her share of the rent, or failed to give proper notice.

The security deposit paid will normally stay with the rental unit

until all tenants on the lease have vacated. If a tenant vacates early, arrangements should be made between the tenants for recovering that person's share of the deposit.

Responsibility for paying the rent in a roommate situation may be altered by the terms of the lease.

DISCRIMINATION

Both Federal and State law prohibit discrimination based on race, color, national origin, religion, sex, family status or disability in the sale, rental or advertising of dwellings; in the provision of brokerage services; or in the availability of residential real estate-related transactions. In addition it is a violation of state law to discriminate on the basis of age (40 & over), marital status or status with respect to public assistance or against certain victims of domestic violence.

It is against Federal and State law to:

- refuse to sell or rent a dwelling after the making of a bona fide offer
- refuse to negotiate for the sale or rental of a dwelling
- refuse to show or falsely deny availability
- offer different terms, conditions or privileges of a sale or rental
- provide different services or facilities in connection with a sale or rental
- refuse to permit reasonable modification to a dwelling by a disabled person
- refuse to make a reasonable accommodation for a disabled person
- fail to meet accessibility standards for disabled persons
- engage in discriminatory brokerage or financial services
- engage in blockbusting activity - making representations about the characteristics of a neighborhood to encourage the sale or rental of property for profit
- advertise about the sale or rental of a dwelling in a manner that indicates discriminatory preference
- interfere, through intimidation, force or threat of force, with any persons' full enjoyment of housing privileges

TERMINATING THE LEASE: SIXTY DAY NOTICE

Term leases: Most initial leases carry a set term, such as one year. The termination clause in most of those leases requires a sixty day notice to terminate the lease before the end of the term, but only if the tenant initials this section. If the sixty day notice requirement is not initialed by the tenant, the lease can be terminated by either party with at least one calendar months notice to take effect on the last day of the month.

Leases that convert month-to month after the initial term: If a tenant moves out before the lease expires, he/she is still responsible for paying the rent for the remaining term of the lease. Another tenant may be found to fulfill the balance of the lease. A landlord's consent may be necessary if the lease agreement is transferred to a new tenant.

The lease may require a fee for the landlord to re-rent the unit. If a fee is required it should be outlined in the lease agreement. The landlord may be entitled to recover actual costs to re-rent. In no event, may the landlord recover both a re-renting fee and the actual costs of re-renting.

Even though the tenant remains liable for the rent until the expiration of the lease or a new tenant is found, landlords have a legal obligation to try to find a new tenant and may only collect rent from a single tenant. Thus, if the new tenant moves in and pays rent for a period for which the departing tenant has already paid, the landlord must refund the appropriate portion of the pre-paid rent to the departing tenant.

DOMESTIC VIOLENCE

A tenant who is a victim of domestic violence has the right to early termination of their lease by providing written notice to the landlord. In order to be released from all obligations under the lease, the tenant must provide written notice to the landlord after the tenant has obtained a protection order under section 14-07.1-02, ex parte temporary protection order, order prohibiting contact, restrain-

LANDLORD RIGHT OF ENTRY

A landlord may enter a dwelling unit:

- A. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the tenant is in substantial violation of the provisions of the lease or rental agreement.
- B. During reasonable hours, and in a reasonable manner for the purpose of inspecting the premises, making necessary or general repairs, decorations, alterations, improvements, or agreed services.
- C. During reasonable hours and in a reasonable manner for the purpose of showing the rental unit to actual or potential purchasers, insurers, mortgagees, real estate agents, potential tenants, workers or contractors.

Unless it is impractical to do so, the landlord must attempt to get the tenant's consent for an agreed time of entry. The landlord may not abuse the right of access or use it to harass or intimidate the tenant.

NOTE: Consent may be presumed from the tenant's failure to object to access after reasonable notice is given. The tenant may not unreasonably deny access to the dwelling unit.

TERMINATING THE LEASE: THIRTY DAY NOTICE

Periodic Lease - If there is no provision in the month-to-month periodic lease stating how much advance notice must be given to end the lease (written or verbal), either party may terminate the lease by giving at least thirty (thirty) days written notice at any time. The rent is due and payable to and including the date of termination. However, many written periodic leases may require tenants to give notice to take effect only at the end of a month. Failure to give proper thirty day or agreed notice could result in loss of security deposit and liability for rent for that period.

The Fair Housing Act generally exempts owner occupied buildings with no more than four units, single family homes sold or rented without the use of a broker or housing operated by organizations and private clubs that limit occupancy to members. Housing determined by the Secretary of HUD or the Department of Labor and Human Rights to be specifically for the elderly is exempt from the familial status and age provisions of the law.

If a tenant believes his/her rights have been violated, he/she may get an attorney who can go directly to court with the case, or they may write or telephone High Plains Fair Housing, Department of Housing and Urban Development (HUD) or the Department of Labor and Human Rights Division within one year of the discrimination's occurrence. If the complaint is filed with the Department of Labor and Human Rights, the Department will notify all the parties, conduct an investigation into the alleged discrimination, and may grant temporary relief. The Department will then issue a determination and if necessary conduct an Administrative hearing on the issue of discrimination. If discrimination has occurred, the Department of Labor and Human Rights may impose penalties.

UTILITIES

The responsibility of paying for the utility services such as electricity, natural or LP gas, oil, water, wastewater and garbage is generally specified in the lease or rental agreement. If this responsibility is not addressed in the lease or rental agreement, there should be a separate agreement or understanding (preferably in writing) addressing this issue. The party (landlord or tenant) agreeing to pay for part or all of the utility services should advise the municipal service or utility company who will be receiving the services and who will be paying for those services.

LANDLORD OBLIGATIONS

The obligation of the landlord may be altered somewhat by a contractual agreement (generally a written lease) between the landlord and the tenant. However, the landlord must:

- A. Comply with the requirements of building and housing codes relating to health and safety.
- B. Arrange for or make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. Keep all common areas in a clean and safe condition.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning systems and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.
- E. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- F. Provide running water and reasonable amounts of hot water and heat.
- G. Provide smoke detectors in each unit. If the tenant is hearing impaired and requests a visual smoke detector unit, one must be installed by the landlord.

TENANT OBLIGATIONS

The obligation of the tenant may be altered somewhat by a contractual agreement (generally a written lease) between the landlord and the tenant. However, the tenant must:

- A. Comply with all duties imposed upon tenants by building and housing codes relating to health and safety.
- B. Keep the occupied unit as clean and safe as the condition of the premises permit.
- C. Regularly remove all ashes, garbage, rubbish, and other waste from the dwelling unit and dispose of them in a clean and safe manner.
- D. Keep all plumbing fixtures as clean as their condition permits.
- E. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning systems

and other facilities and appliances including elevators on the premises.

- F. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
- G. Conduct him/herself and require other persons on the premises with the tenant's consent to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the premises.

REPAIRS

Tenants should promptly notify the landlord when repairs become necessary. If the landlord does not respond to verbal notice of need for repairs, the tenant should send a written notice to the landlord of necessary repairs by certified mail, return receipt requested. The tenant should keep a copy of this notice. The tenant must give the landlord reasonable notice and a reasonable amount of time in which to make repairs. What is "reasonable" depends on the needed repair. If repairs are still not made, the tenant has three options under the law:

- A. Repair the defect and deduct the expense from the rent (N.D.C.C. 47-16-13). It is always a good idea for the tenant to notify the landlord in writing that he/she intends to do this. Some landlords have given tenants a thirty-day notice (if the tenant is on a month-to-month lease), or attempted to sue for loss of rent.
- B. Sue the landlord in Small Claims Court for the costs of the repairs and other expenses incurred as a result of the failure to make repairs.
- C. The tenant may elect, after notice (preferably written), to vacate the premises which would terminate the lease. Vacating the premises should be considered a measure of last resort, and only if there is a serious repair problem or code violation. The tenant should notify the housing or health inspector to confirm that a serious problem or code violation exists.