

**Office of the  
Attorney General**

# **Landlord and Tenant Guidelines**



**LAWRENCE WADDEN**  
Attorney General  
700 West Jefferson Street  
Boise, ID 83720-0010  
[www.ag.idaho.gov](http://www.ag.idaho.gov)



**State of Idaho  
Office of Attorney General  
Lawrence Wasden**

**INTRODUCTION**

My office publishes this manual as a courtesy to assist landlords and tenants of residential property in understanding their rights and responsibilities and to aid in resolving any disputes which may arise.

Idaho law provides for certain landlord-tenant obligations. The landlord and tenant can also establish other arrangements or obligations in oral or written agreements or leases. For simplicity, we use the term “lease” throughout this manual to refer to these private contracts.

Normally, the terms of a lease are binding on all parties to the agreement and are enforceable in court. Agreements may contain specific terms, which change or supplement general legal principles.

This manual includes two checklists. The first is designed to help renters when selecting and renting a property. The second can aid in a thorough inspection at move-in and move-out. You will find them in Appendix B and Appendix C. I hope you find them helpful.

If you have any questions regarding Idaho law or its application to your situation, you should consult a private attorney.

I hope this manual minimizes problems between landlords and tenants and assists you in resolving any conflicts that may arise.

Sincerely,

LAWRENCE G. WASDEN  
Attorney General

# Table of Contents

<b>BEFORE RENTING.....</b>	<b>1</b>
EVALUATE THE NEIGHBORHOOD.....	1
CALCULATE THE AMOUNT OF RENT, DEPOSITS AND FEES .....	1
UNDERSTAND SMOKING, PET AND OTHER POLICIES .....	1
KNOW THE LANDLORD’S REPUTATION .....	2
CREDIT AND BACKGROUND CHECKS OF TENANTS .....	2
RECOGNIZE HOUSING DISCRIMINATION .....	3
RENTER’S INSURANCE.....	4
“SECTION 8” RENTAL ASSISTANCE/HOUSING CHOICE VOUCHER PROGRAM.....	4
<b>LEASE AGREEMENTS .....</b>	<b>5</b>
THE DANGERS OF AN ORAL LEASE.....	5
TERMS A WRITTEN LEASE SHOULD INCLUDE .....	5
LEASE ADDENDUMS .....	7
IMPROPER LEASE PROVISIONS.....	7
RESTRICTIVE LEASE PROVISIONS .....	8
COSIGNING A LEASE .....	8
<b>MOVING IN.....</b>	<b>9</b>
PARKING AND COMMUNITY FACILITIES .....	9
TURNING ON THE UTILITIES AND OTHER SERVICES .....	9
THE MOVE-IN INSPECTION AND VIDEO .....	10
<b>THE TENANT’S RIGHT TO PRIVACY.....</b>	<b>11</b>
<b>MAINTAINING THE RENTAL PROPERTY .....</b>	<b>11</b>
THE LANDLORD’S DUTY TO KEEP THE PROPERTY SAFE AND HEALTHY .....	12
THE TENANT’S REMEDIES WHEN THE LANDLORD FAILS TO MAINTAIN THE RENTAL PROPERTY .....	12
<i>Notice of Violation.....</i>	<i>12</i>
<i>Three-Day Rule.....</i>	<i>13</i>
<i>Service .....</i>	<i>13</i>
<i>The Trial.....</i>	<i>13</i>
<i>Court’s Order.....</i>	<i>13</i>
<i>Personal Injuries .....</i>	<i>13</i>
THE TENANT’S RESPONSIBILITIES FOR SAFEGUARDING THE PROPERTY .....	14
THE LANDLORD’S REMEDIES WHEN THE TENANT DAMAGES THE RENTAL PROPERTY .....	14
<i>Notice of Violation.....</i>	<i>14</i>

<i>Three-Day Rule</i> .....	15
<i>Eviction Proceedings</i> .....	15
<b>SPECIAL PROPERTY ISSUES.....</b>	<b>15</b>
THE LANDLORD’S DUTY TO PROVIDE UTILITY SERVICES .....	16
TOXIC MOLD CONCERNS.....	17
ASSIGNED PARKING .....	18
<b>PAYING AND COLLECTING RENT .....</b>	<b>18</b>
DUE DATES AND LATE FEES.....	18
WITHHOLDING RENT .....	19
THE LANDLORD’S REMEDIES WHEN A TENANT FAILS TO PAY	
RENT .....	19
<i>Notice to Pay</i> .....	19
<i>Service of the Complaint</i> .....	19
<i>Requesting a Continuance</i> .....	20
<i>Recovery of Attorney Fees and Costs</i> .....	20
<i>Recovery of Unpaid Rent and Damages</i> .....	20
<b>CHANGING THE LEASE.....</b>	<b>20</b>
NOTICE.....	20
RENT INCREASES .....	20
SUBLETTING .....	21
EXTENDING THE LEASE .....	21
BREAKING THE LEASE.....	21
HOLDOVER TENANCIES .....	22
<b>WHEN A NEW OWNER BUYS THE PROPERTY .....</b>	<b>22</b>
THE PRIOR LANDLORD .....	22
THE NEW LANDLORD .....	23
<b>PROPERTY MANAGEMENT COMPANIES .....</b>	<b>23</b>
<b>MOVING OUT.....</b>	<b>24</b>
NOTICE TO VACATE .....	24
MOVE OUT INSPECTION .....	25
RETURN OF THE SECURITY DEPOSIT .....	25
<i>Is it Rent or a Deposit?</i> .....	26
<i>21-Day Return Rule</i> .....	26
<i>Wear and Tear vs. Damage and Excessive Filth</i> .....	26
<i>Improper Notice May Affect Deposit Return</i> .....	27
<i>Tenant’s Remedies for Obtaining Security Deposit</i> .....	27
<i>Misrepresenting Necessary Repairs</i> .....	28
<i>Settlement Agreements</i> .....	28

<b>EVICCTIONS .....</b>	<b>28</b>
RETALITORY EVICTIONS .....	29
THE EVICTION PROCESS .....	29
<i>Notice of Eviction</i> .....	29
<i>Unlawful Detainer Action</i> .....	30
UNLAWFUL EVICTIONS.....	31
ABANDONED PROPERTY .....	31
<b>MANUFACTURED HOME RESIDENCY ACT.....</b>	<b>32</b>
WRITTEN LEASES .....	32
<i>Mandatory Lease Terms</i> .....	32
<i>Implied Lease Terms</i> .....	33
<i>Prohibited Lease Terms</i> .....	33
PARK RULES.....	34
RENT INCREASES .....	34
SECURITY DEPOSITS.....	34
LIABILITY OF THE LIEN HOLDER OR LEGAL OWNER OF A MOBILE HOME FOR BACK RENT AND UTILITIES .....	34
REMOVAL OF A MOBILE HOME .....	35
SALE OF MOBILE HOME .....	35
RENEWAL OF THE LEASE .....	35
TERMINATION OF THE LEASE .....	35
TENANT’S RIGHTS AND REMEDIES .....	36
<b>STORAGE UNITS.....</b>	<b>36</b>
<b>APPENDIX A - IDAHO CODE SECTIONS.....</b>	<b>38</b>
AT-WILL TENANCY.....	38
FIXTURES – REMOVAL OF.....	38
LEASES.....	38
MOBILE HOME PARKS.....	38
PROPERTY REPAIR ISSUES .....	39
SECURITY DEPOSITS.....	39
SMALL CLAIMS ACTIONS .....	39
TRANSFER OF PROPERTY .....	39
UNLAWFUL DETAINER .....	40
WASTE .....	40
<b>APPENDIX B .....</b>	<b>41</b>
PRE-RENTAL CHECKLIST.....	41
<b>APPENDIX C .....</b>	<b>47</b>
RENTAL MOVE-IN & MOVE-OUT CHECKLIST .....	47

## **BEFORE RENTING**

Choosing where to live is one of the most important decisions a person makes. For a landlord, deciding whether an individual will make a suitable tenant also deserves consideration. Weighing the pros and cons of the following factors will help the parties make an informed decision before committing to a lease.

### **EVALUATE THE NEIGHBORHOOD**

Before signing a lease, always investigate the neighborhood in which the property is located. Make sure it is a safe and healthy place to live, especially if children will be living in the rental unit.

### **CALCULATE THE AMOUNT OF RENT, DEPOSITS AND FEES**

Idaho does not regulate the amount of rent, deposits or fees that landlords charge their tenants. Knowing all of the costs involved in renting a certain property before signing the lease helps prevent misunderstandings between the landlord and tenant.

### **UNDERSTAND SMOKING, PET AND OTHER POLICIES**

Although a landlord may not discriminate against protected classes of individuals, a landlord may select prospective tenants based on any lawful business criteria. Landlords are free to set their own smoking, pet and other policies as long as they are not discriminatory. Given the health risks and environmental issues associated with second-hand smoke, more and more landlords are excluding smokers from renting the landlords' property. This is not a discriminatory practice,

and Idaho does not have any laws protecting a tenant’s “right” to smoke.

A landlord also may reject an applicant based on the person’s inability to pay rent or the person’s criminal history. A valid occupancy policy limiting the number of people per rental unit – one that is based on health and safety standards – is a lawful basis for refusing an applicant.

## **KNOW THE LANDLORD’S REPUTATION**

Tenants should talk to current and former tenants about the landlord’s reputation and business practices. Some property management companies may be members of their local Better Business Bureaus and Chambers of Commerce. You may also check the Idaho Supreme Court Data Repository [www.idcourts.us](http://www.idcourts.us) to investigate whether the landlord has a history of legal disputes.

## **CREDIT AND BACKGROUND CHECKS OF TENANTS**

Idaho law does not require landlords to check a prospective tenant’s credit before approving the tenant’s rental application. However, it’s always wise to check an applicant’s income, employment and credit to verify the tenant can afford to pay the rent each month. Information regarding a tenant’s rental history also is helpful. Before running a credit check, the landlord should obtain the prospective tenant’s written consent. If the landlord rejects an applicant because of negative credit information, the landlord must provide the applicant with the following information:

1. The reason the applicant was rejected;
2. The name and address of the credit reporting agency that reported the negative information; and

3. The applicant's right to obtain a free copy of the report by requesting it from the credit reporting agency within 60 days.

When reviewing an applicant's background, landlords should keep in mind that not everyone has an established credit history. Young adults looking for their first apartment or refugees from other countries may not have a credit report or even a Social Security number. Keep in mind that an absence of debt or a lack of credit cards is not such a bad thing.

Furthermore, while landlords may reject applicants based on any lawful business criteria that is applied uniformly to all applicants, landlords may not rely on any criteria that serves only as a pretext for discriminating against a protected class.

## **RECOGNIZE HOUSING DISCRIMINATION**

Discrimination based on sex, race, color, religion, disability, familial status (presence of children under the age of 18) or national origin is unlawful. A disability includes a physical or mental impairment, such as blindness, mental retardation, chronic alcoholism, and AIDS or its related complexes.

Landlords may not take any of the following actions based on the above protected categories:

- falsely denying that a rental unit is available to some applicants;
- running an advertisement that suggests a preference based on a group characteristic;
- setting restrictive standards for certain tenants;
- refusing to accommodate the needs of disabled tenants, such as allowing service animals;



- adopting inconsistent policies for different tenants; and
- terminating a lease for a discriminatory reason.

If you believe you have suffered discrimination while trying to rent a home or apartment, you can file a complaint with the U.S Department of Housing and Urban Development (HUD).

## **RENTER'S INSURANCE**

Renters ought to consider buying renter's insurance. Renter's insurance is an insurance policy that covers a renter's personal belongings in case of loss by fire or other accident. Renter's insurance may cover claims or lawsuits brought against the renter. Most policies only cover personal property and do not include motor vehicles or animals. Also, some policies exclude certain perils, such as floods or earthquakes. If you decide renter's insurance is right for you, shop around for a policy which fits your needs.

## **“SECTION 8” RENTAL ASSISTANCE/HOUSING CHOICE VOUCHER PROGRAM**

The Idaho Housing and Finance Association (IHFA) and several regional housing authorities administer a federal rental assistance program that helps low-income families and elderly or disabled individuals obtain decent, affordable rental housing. The program is often called “Section 8” rental assistance or the “Housing Choice Voucher Program.”

To be eligible for rental assistance, you must qualify under income limits and other eligibility criteria, and re-certify eligibility annually. Program participants generally contribute 30-40% of their adjusted monthly gross income toward rent and utilities. IHFA or the regional housing authority pays the remaining balance directly to the landlord.

Due to the high demand for “Section 8” rentals, applicants are usually placed on waiting lists for 2 to 24 months, depending on their current housing status and the area of the state.

For more information regarding “Section 8” rental assistance, including questions regarding eligibility requirements and waiting periods, please contact the IHFA branch office or the housing authority that serves the region in which you live.

## **LEASE AGREEMENTS**

The lease agreement is an important legal document that both parties should negotiate and read and understand. All questions should be answered and all differences should be resolved before either party signs the agreement. Absent a violation of public policy, the lease is the sole contract that will govern the landlord-tenant relationship for the duration of the tenancy. Therefore, when disputes arise between the parties, the solution is found in the lease. To avoid disputes, use the Pre-rental Checklist in Appendix B while you are searching for a rental and negotiating rental terms.

## **THE DANGERS OF AN ORAL LEASE**

Idaho recognizes the validity of an oral lease for tenancies lasting less than one year, as long as the parties have agreed to all of the terms. However, the specific terms of an oral agreement are difficult to prove because people tend to remember conversations differently. A written, signed lease avoids the problems of a “he said/she said” situation.

## **TERMS A WRITTEN LEASE SHOULD INCLUDE**

A written lease must be readable and should include the following essential terms:

1. **Contact Information.** The names, addresses and telephone numbers of the landlord, the property owner, the tenant and an emergency contact and any other important contacts, such as maintenance personnel.
2. **Property Information.** The address of the rental property and the purpose for which it will be used.
3. **Dates.** The beginning and ending dates of the agreement.
4. **Rent.** The amount of the rent, when it is due and the amount charged for late fees.
5. **Deposit.** The amount of the security deposit, the name of the financial institution where it will be held in escrow and an explanation of how the landlord will use it at the end of the tenancy.
6. **Utilities & Repairs.** The party who is responsible for each of the utilities and for indoor and outdoor maintenance and repair of the property, including garages, carports and storage facilities.
7. **Policies.** All restrictions and policies placed on a tenant's use of the property, including the number of occupants, whether pets or smoking are allowed, mandatory quiet times and whether assignment or subletting is permitted.
8. **Termination.** The process the tenant must follow to give proper notice of intent to vacate or terminate the lease.
9. **Move Out Inspection.** Terms that allow the tenant to attend the landlord's move out inspection.
10. **Entrance.** When and how the landlord can enter the property.
11. **Signatures.** The signatures and dates of all parties.

## **LEASE ADDENDUMS**

Sometimes landlords include separate contracts that tenants must sign in addition to the lease agreement. These “addendums,” as they often are titled, can address many policies. As long as the policies are lawful, so are the addendums. It is important, however, that the landlord presents the addendums to the tenant at the same time the tenant signs the lease. The landlord may not change the terms of the written lease at a later time by requiring the tenant to sign an addendum. However, when the lease expires, the landlord may require the tenant to sign an addendum along with the new lease.

## **IMPROPER LEASE PROVISIONS**

Lease agreements should not include any unlawful or unenforceable terms, including incorrect or misleading statements of the law. Examples of such provisions include those that:

- misrepresent or conflict with the tenant’s rights under Idaho’s landlord and tenant laws;
- misrepresent or conflict with the tenant’s right to appear in court and defend against a landlord’s allegations;
- purport to limit the landlord’s liability in situations that conflict with the duties and responsibilities that Idaho law imposes upon the landlord;
- purport to allow the landlord to enter the rental unit without providing proper notice as provided by law or the lease agreement;
- purport to require the tenant’s security deposit to cover damages not caused by the tenant or the tenant’s guests;

- purport to require the tenant to pay the landlord's attorney fees if a dispute goes to court, unless the judge rules in the landlord's favor; -
- purport to allow the landlord to seize a tenant's personal property if the tenant fails to pay rent; and
- purport to limit or waive the tenant's rights under the federal Protecting Tenant's at Foreclosure Act.

## **RESTRICTIVE LEASE PROVISIONS**

A lease may include a provision that, while not unlawful, severely limits the tenant's ability to recover a deposit or challenge the landlord's actions in court. Before signing a lease, the tenant needs to consider the ramifications of restrictive lease terms. Usually, signing restrictive leases is not worth it in the long run. By taking the time to shop around, a tenant can find suitable rental property where the landlord provides tenants with a fair and reasonable lease. Examples of restrictive lease provisions that the tenant should avoid include those that:

- prevent the tenant from attending the landlord's move out inspection;
- require the tenant to pay for replacing or cleaning of items that are subject to normal wear and tear (faded carpet or toilet rings); or
- require the tenant to pay large non-refundable, upfront fees.

## **COSIGNING A LEASE**

A cosigner on a lease functions a lot like a cosigner on a loan. Landlords may require a cosigner on a lease in many situations including when the potential tenant is young, lacks a credit history or does not meet minimum income

requirements. The cosigner's credit can be hurt if the tenant stops paying rent, gets evicted or the landlord sends unpaid lease payments to a collection agency. Therefore, before cosigning on a lease, the cosigner should understand all of the lease terms and should discuss with the tenant and the landlord the repercussions of the tenant failing to meet those terms.

## **MOVING IN**

Before settling into the rental, the tenant will need to obtain an assigned parking space, if available, tour the community facilities, turn on the utilities, if necessary, and complete the move-in inspection. The Rental Move-In & Move-Out Checklist in Appendix C will help tenants and landlords document the condition of the rental during the move-in and move-out inspections. The Attorney General recommends that tenants and landlords (or their representatives) complete this checklist together.

## **PARKING AND COMMUNITY FACILITIES**

Some rental complexes have assigned parking spaces for tenants, while others provide parking on a first come, first served basis. This is an issue that the lease agreement should address.

## **TURNING ON THE UTILITIES AND OTHER SERVICES**

The tenant may be responsible for contacting utility companies to turn on the property's power, water, gas, cable TV and other services. The lease agreement should list which utilities are billed to the landlord and which the tenant must pay.

Some rental complexes have one gas or electric meter that serves a group of rental units. Other complexes may have one meter that measures the tenant's gas or electricity use and other meters for common areas, such as the laundry rooms. The same may be true of water meters.

The landlord must inform the tenant about the shared meters before the tenant agrees to lease the property. If the tenant will be responsible for paying the utilities, the parties need to come to an agreement as to how the charges will be divided among the individual rental units.

## **THE MOVE-IN INSPECTION AND VIDEO**

In addition to a lease, the landlord should provide a detailed checklist to the tenant that includes every room in the home or apartment and the items located in each of those rooms. The tenant and landlord should conduct an inspection together, noting everything that is broken, worn, missing or dirty.

For example, if the window blinds in the living room are missing or are dusty, write that fact on the inspection form. Write on the inspection form any carpet spots, paint chips, wall or ceiling cracks, missing light bulbs, evidence of pests, mold, bent blinds, missing ice cube trays, linoleum tears, odors, broken or dirty appliances, cobwebs, hard water stains and scratched doors. If the defects are serious, the landlord should repair them before the tenant moves into the rental.

The best way to record the condition of a rental is to videotape the inspection. Taking photographs of damages also is helpful to establish pre-existing conditions. A "move-in / move out" checklist is provided in Appendix C.

Each party keeps a copy of the inspection checklist and photographs, if available, for their records. Many court

disputes concern the condition of a rental property after a tenant moves out. To protect both parties, it is important to have objective documentary evidence, as well as testimony, for the court to review.

### **THE TENANT'S RIGHT TO PRIVACY**

Tenants have a right to privacy in their homes. The lease should specify the landlord's right to enter the tenant's property to:

- Inspect for damage and make necessary repairs;
- Respond to an emergency involving life or property; and
- Show the property to prospective purchasers or tenants at convenient times.

In addition, the lease should explain the landlord's rights when a tenant is in default in the rent or when a tenant may have abandoned the property.

If the lease does not include these provisions, and the landlord needs to enter the property, the landlord first should notify the tenant why the entry is necessary. The landlord and tenant then can agree on a reasonable manner and time of entry.

### **MAINTAINING THE RENTAL PROPERTY**

Landlords and tenants have different responsibilities when it comes to maintaining the rental property. Usually, the lease agreement outlines the specific obligations of each party. However, the law also places certain property maintenance duties on both landlords and tenants.



## **THE LANDLORD’S DUTY TO KEEP THE PROPERTY SAFE AND HEALTHY**

Landlords must maintain the premises to protect a tenant’s safety and health. In that regard, landlords must comply with city and county ordinances and state laws regarding housing conditions.

The following are examples of housing conditions that constitute violations:

- Structural deterioration, including cracked and crumbling walls and ceilings and broken or missing doors and windows;
- Defective plumbing, including a broken toilet, lack of hot/cold water, absent sinks or bathing facilities and serious leaks;
- Exposed wiring;
- Nonfunctioning heating units;
- No means to remove or store garbage;
- Insect infestations;
- Leaking roof or walls from insufficient waterproofing or weather protection; and
- Dismantling or not installing smoke detectors.

## **THE TENANT’S REMEDIES WHEN THE LANDLORD FAILS TO MAINTAIN THE RENTAL PROPERTY**

### **Notice of Violation**

To require the landlord to maintain the property, the tenant first must provide the landlord with a written list of the

violations. The tenant can deliver the notice in any of the following ways:

- a. In person;
- b. By certified mail; or
- c. By leaving it with an employee at the landlord's usual place of business.

### **Three-Day Rule**

The landlord has three days after service of the notice to fix the violation. Failure to do so allows the tenant to sue the landlord to force compliance.

### **Service**

The landlord must receive a copy of the summons and complaint at least five days before the trial.

### **The Trial**

The trial is held within 12 days of the complaint being filed, unless the tenant requests a later date.

### **Court's Order**

If the tenant wins, the judge will order the landlord to comply with the tenant's notice of violation. The judge also may order the landlord to pay the tenant's court costs and attorney fees.

### **Personal Injuries**

A tenant who has suffered injuries from a landlord's failure to maintain the property may sue for damages. If the tenant wins, the judge may require the landlord to pay three times

the tenant's damages, along with the tenant's attorney fees and court costs.

## **THE TENANT'S RESPONSIBILITIES FOR SAFEGUARDING THE PROPERTY**

The tenant must safeguard the rental property and ensure that damage does not occur. Typical tenant responsibilities include:

- Keep the property clean and sanitary;
- Properly dispose of garbage;
- Use appliances, electrical fixtures and plumbing facilities properly;
- Prevent family and friends from damaging the property;
- Obey the landlord's property regulations and use the property for only lawful purposes; and
- Prevent injury to others due to actions performed on the tenant's property.

## **THE LANDLORD'S REMEDIES WHEN THE TENANT DAMAGES THE RENTAL PROPERTY**

If the tenant's carelessness or negligence causes damage to the property, the tenant may be required to pay the landlord for the damage and may be evicted. However, the landlord must follow a specific procedure.

### **Notice of Violation**

The landlord must give the tenant written notice of the violation. The notice can be:

- a. Delivered in person; or

- b. Left with a competent person at the tenant's residence or place of business and mailed to the tenant's residence.

If neither of these options is available, the landlord must:

- a. Post a copy of the notice in a conspicuous place on the property;
- b. Leave a copy of the notice with any person living at the property; and
- c. Mail a copy of the notice to the tenant at the property address.

### **Three-Day Rule**

The tenant has three days to fix the problem. Failure to remedy the problem gives the landlord the right to evict the tenant and recover costs to pay for the tenant's damages to the property.

However, if a landlord has reasonable grounds to believe any person is or has been engaged in the unlawful delivery, production or use of a controlled substance on the leased premises, the landlord can institute eviction proceedings immediately.

### **Eviction Proceedings**

For a discussion of eviction proceedings, see the section titled "Evictions."

## **SPECIAL PROPERTY ISSUES**

The Consumer Protection Division regularly receives inquiries from consumers about how they can resolve disputes with their landlord regarding the provision of utility

services, the presence of mold in the rental unit and the availability of assigned parking spaces.

## **THE LANDLORD'S DUTY TO PROVIDE UTILITY SERVICES**

A landlord may not shut off a tenant's utilities because the tenant is behind in rent or in order to force the tenant to vacate the property. However, a landlord or utility company may shut off a utility for a reasonable amount of time if repairs need to be made.

If a tenant discovers that a utility company has discontinued services because of the landlord's actions or inactions, the tenant first should contact the landlord and discuss a prompt resolution. It is important to keep a written record of all conversations in case legal action becomes necessary.

Assuming the landlord refuses to facilitate an immediate reconnection of services, the tenant next should serve written notice on the landlord that utility services need to be restored immediately. In the meantime, the tenant may contact the utility company or municipality and inquire about placing services in the tenant's own name. If the utility or municipality authorizes the account change, the tenant becomes financially responsible for all incurred charges. A utility company or municipality may require a tenant to obtain the landlord's written authorization before it will transfer the account into the tenant's name.

The Idaho Public Utilities Commission prohibits public utilities from shutting off a customer's gas or electric heat during December, January, and February if a customer can't pay the electric or gas bill and the customer has children, elderly, or ill people in the home. As a practical matter, public utilities usually include all of their customers under a blanket moratorium.

**No tenant should be expected to live in a home without power, water, or heat.** If the landlord does not restore services promptly, the tenant may terminate the lease and vacate the premises, notifying the landlord in writing that the property is uninhabitable.

## **TOXIC MOLD CONCERNS**

Idaho does not have a government agency that regulates the inspection or abatement of toxic mold within rental property. However, the Idaho Department of Health and Welfare's Indoor Environment Program educates Idahoans about human health risks associated with exposure to indoor contaminants, such as toxic mold.

While most homes have a small amount of mold inside them, to eliminate the possibility of a dangerous infestation, the Department of Health and Welfare recommends that tenants take the following steps.

- Notify their landlords immediately if they notice plumbing leaks, excess moisture or mold growth that reappears despite regular cleaning.
- Use exhaust fans regularly in the kitchen, bathroom, and laundry room.
- Clean and dust regularly.
- Clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- Ensure the clothes dryer is vented to the outside and clean the lint screen after every use.
- Do not overfill closets or storage areas.
- Keep beds, dressers and other objects pulled a few inches away from walls to allow moisture to escape.

- Do not obstruct heating and ventilation ducts in unused areas.
- Immediately dry any spills or pet urine on carpeting.
- Immediately report any heating, ventilation, air conditioning or laundry malfunctions.
- Keep doors and windows closed during damp weather.

## **ASSIGNED PARKING**

If a tenant has an assigned parking space but finds other cars parked in that space, the tenant should notify the landlord about the issue. Assuming the lease guarantees the tenant a specific parking space, if the landlord fails to remedy the problem, the tenant can sue the landlord to enforce the lease.

## **PAYING AND COLLECTING RENT**

Landlords may restrict the form in which they accept rental payments, such as by certified check or cash. These are important issues that tenants should understand before signing a lease.

## **DUE DATES AND LATE FEES**

The lease governs the date on which the rent is due and the consequences for not paying on time or in full. Idaho does not limit the amount a landlord can charge a tenant for a late fee.

Although some landlords will hold post-dated personal checks of their tenants, agreeing to cash them once the tenant gets paid or receives a sum of money, writing post-dated checks is never a good idea because the recipient is under no obligation to hold the check. If the check bounces, the tenant

will incur bank fees and possibly suffer negative credit consequences.

## **WITHHOLDING RENT**

Generally, Idaho law does not allow tenants to withhold rent based on unsafe living conditions and does not allow tenants to complete necessary repairs and then seek reimbursement from their landlords. The only exception is with respect to the installation of smoke detectors. Idaho Code § 6-320(a)(6) authorizes a tenant, after providing three-day notice to the landlord, to install the necessary smoke detectors and deduct the cost from the tenant's next month's rent.

## **THE LANDLORD'S REMEDIES WHEN A TENANT FAILS TO PAY RENT**

If a landlord pursues formal legal proceedings solely to evict a tenant due to nonpayment of rent, the legal proceedings must proceed quickly and in compliance with proper procedures.

### **Notice to Pay**

A notice allowing the tenant three days to pay the rent due must be served on the tenant. Once the notice is served, the complaint for eviction can be filed.

### **Service of the Complaint**

The trial must be held within twelve days after the lawsuit is filed unless the landlord requests a later date. The tenant must be given written notice of the complaint by being served with a copy of the summons and the complaint at least five days before the trial.



## **Requesting a Continuance**

At the tenant's request, the judge may grant a continuance, but only for two days, unless the tenant provides the landlord with some type of security, such as the amount of rent money owed. The security is deposited with the court clerk.

## **Recovery of Attorney Fees and Costs**

If the landlord is successful in evicting the tenant, the tenant may be required to pay the landlord's attorney fees and costs.

## **Recovery of Unpaid Rent and Damages**

If a landlord wants to recover rent that the tenant has failed to pay or to recover other damages, the landlord must file a separate lawsuit in small claims or district court, depending on the amount sought. The court may require the tenant to pay three times the amount of damages and the landlord's attorney fees and costs.

## **CHANGING THE LEASE**

A lease, like a contract, may not be changed without the consent of both parties. However, when the lease term ends, the landlord may change the terms of the agreement.

## **NOTICE**

In a month-to-month tenancy, the landlord may change the agreement by notifying the tenant in writing at least 15 days before the month's end. The change then becomes effective if the tenant continues to occupy the property after the last day of the month.

## **RENT INCREASES**

Landlords may increase a tenant's rent only after proper

notice. If a lease specifies a certain amount of rent for a set time period, such as \$900 per month for one year, the landlord may not increase the rent during that time period unless the tenant agrees.

In a month-to-month tenancy, the landlord must provide the tenant with written notice at least 15 days before the end of the tenancy, and fifteen 15 days before the increase becomes effective. Idaho law requires that the written notice be served upon the tenant. While the law does not mandate formal legal service, it does require ensuring that the tenant actually receives the notice. Therefore, landlords should hand the notice to the tenant personally or send it certified mail.

## **SUBLETTING**

“Subletting” is when the current tenant rents the property to another person. Unless the lease prohibits the practice, tenants may sublet their property. The original tenant, however, remains responsible for the property under the lease.

## **EXTENDING THE LEASE**

A lease for a specified time, such as a six-month lease, cannot be extended unless both parties to the lease consent to the extension. If the parties agree to continue the lease for an additional amount of time, they should sign a new lease.

## **BREAKING THE LEASE**

A tenant can end a lease before the end of the lease term if the agreement contains a termination clause, the landlord violates the terms of the agreement or the landlord agrees to release the tenant. Otherwise the term of the lease is binding.

If the lease is a month-to-month tenancy, either party may end the lease with at least a month's advance written notice to the other party unless the landlord otherwise agrees. Sometimes landlords will permit a termination date other than the last day of the tenancy if enough notice is provided. Notice should be in writing and handed to the landlord or sent certified mail.

If the tenant breaks the lease unlawfully, the tenant could be forced to pay the landlord for the lost rent and for the costs of re-renting the property. The landlord must re-rent the property as soon as possible at a reasonable price to limit any monetary losses.

## **HOLDOVER TENANCIES**

If there is no provision in a lease regarding what happens when the lease ends, the lease simply expires, and the tenant becomes a "holdover" tenant. At this point, unless the landlord agrees to continue the tenancy or a new lease is signed, the landlord can start eviction proceedings.

## **WHEN A NEW OWNER BUYS THE PROPERTY**

Assuming the landlord is the property owner, when the landlord sells the rental property, the new landlord assumes all rights and responsibilities of the prior landlord. To ensure a smooth transition between the owners and limit tenant confusion, it is advisable for the prior and new landlords to complete the following tasks:

### **THE PRIOR LANDLORD**

When the sale is finalized, the prior landlord should notify the tenants in writing of the following:

1. The new landlord's name and contact information, if known;

2. The date when the new landlord will assume control; and
3. The date when tenants must begin paying rent to the new landlord.

## **THE NEW LANDLORD**

When the new landlord assumes control of the purchased property, it is important to provide the following to the tenants in writing:

1. All necessary contact information;
2. Names and contact information of the property staff, so tenants know who to call about maintenance issues, rent questions, or emergencies;
3. A copy of the lease and a brief explanation that it remains in effect; and
4. Any other information that will ease tenants' uneasiness about having a new landlord.

## **PROPERTY MANAGEMENT COMPANIES**

Idaho has experienced an increase in the number of property management companies handling large amounts of rental properties within an area. Some of these companies contract with out-of-state property owners who have purchased homes and multi-family residences in Idaho as investment properties.

With the introduction of a third party into the landlord-tenant relationship, issues may arise concerning the contractual rights and obligations of each party. The lease agreement should specify the duties of the property management company and provide tenants with a contact name, address and telephone number for the property manager and the owner.

Before selecting a property management company, owners should research the company's history and obtain a written contract outlining what services the management company will provide. Owners also should require a property management company to provide copies of all lease agreements in case the owner needs to contact a tenant about the property. In addition, owners should demand timely and accurate accountings from the property management company.

Individuals considering property management as a career should obtain proper education, such as a business management degree, and train with an established company before assuming responsibility for someone else's property. A property management company also should employ an accountant to manage its financial affairs and have sufficient maintenance personnel to ensure prompt and satisfactory service for tenants.

## **MOVING OUT**

When a tenant decides to vacate a rental unit at the end of the lease term, the tenant should provide the landlord with proper notice and complete a move-out inspection. The landlord is obligated to return the tenant's deposit pursuant to Idaho law.

## **NOTICE TO VACATE**

Tenants always should consult their leases to verify the amount of notice they must provide to their landlords before vacating their rental. If the lease does not specify a certain number of days, the lease expires at the end of the stated period and no notice is required. However, as a courtesy to the landlord, the tenant should always give the landlord as much notice as possible. Notice needs to be in writing and delivered personally to the landlord or sent certified mail.

## **MOVE OUT INSPECTION**

Inspecting the rental once the tenant finishes cleaning is an important step in ending the landlord-tenant relationship. To ensure that the tenant has first-hand knowledge of any property damage that the tenant must pay to repair, the tenant needs to participate in the move out inspection. Both parties should document the inspection in writing and through video or photographs. If possible, the parties should write down a list of the items in need of repair, replacement or further cleaning. The Rental Move-In / Move-Out Inspection Checklist in Appendix C is helpful for the move-out inspection. While it is not unlawful for the landlord to disallow the tenant's presence at the move-out inspection, the Attorney General's Office discourages this business practice. Not allowing the tenant to attend the move out inspection places the tenant in an indefensible position if the landlord withholds the tenant's security deposit for unnecessary repairs. If the landlord refuses to allow the tenant to attend the move out inspection or both parties cannot inspect the property together, the tenant should document, photograph and/or videotape the rental once it is vacant and cleaned. Having an additional individual present during the inspection also may be useful if the tenant needs a witness to testify at a hearing to recover the security deposit.

## **RETURN OF THE SECURITY DEPOSIT**

Any money deposited with a landlord is either "rent" or a "deposit." Rent is non-refundable, while deposits are refundable. During the tenant's lease term, deposit funds should be held in a special escrow or trust account for safekeeping and to avoid intermingling refundable funds (deposits) with nonrefundable funds (rents).

## Is it Rent or a Deposit?

Unless called “rent” or a “deposit,” determining whether money paid to a landlord actually is rent or a deposit can be confusing. Leases often use terms such as “processing fees” or “non-refundable cleaning fees.” To decide if a particular amount is rent or a security deposit, a judge looks at the language of the agreement and evaluates what the parties had in mind when they entered into the agreement.

## 21-Day Return Rule

When the lease ends, the landlord has 21 days to return the tenant’s entire deposit or a partial refund and a written statement listing the amounts deducted from the deposit and how the deductions were spent. The 21-day period can be shortened or extended by an agreement between the tenant and landlord, but it may not be longer than 30 days.

## Wear and Tear vs. Damage and Excessive Filth

The landlord may use the deposit for reasons designated in the lease, such as cleaning or repairs necessary to restore the rental to its condition at the beginning of the tenancy. However, landlords may not use the deposit to pay for ordinary wear and tear resulting from a tenant’s normal living activities. Examples of wear and tear versus damage or excessive filth include:

<b>Ordinary Wear &amp; Tear</b> (Landlord’s Responsibility)	<b>Damage &amp; Excessive Filth</b> (Tenant’s Responsibility)
Faded curtains, carpet, & paint	Cigarette burns in curtains & carpet
Water-stained linoleum by shower	Broken tiles & torn linoleum
Minor marks on or nicks in wall	Excessive wall damage
Moderate dirt or spotting on carpet	Pet damage to carpets & curtains
Moderately dirty blinds or curtains	Missing or broken blinds
Warped cabinet doors	Sticky cabinets & water damaged interiors

<b>Ordinary Wear &amp; Tear</b> (Landlord's Responsibility)	<b>Damage &amp; Excessive Filth</b> (Tenant's Responsibility)
Minor marks on or nicks in floors	Water stains on wood floors
Worn out thermostat on dryer	Broken dryer or washer
Mineral deposits in the toilets	Plugged toilets & other plumbing
Stains on old porcelain fixtures	Grime-coated bathtub & toilet
Black spots on mirrors (de-silver)	Mirrors with makeup or hairspray

## **Improper Notice May Affect Deposit Return**

If a tenant fails to give proper notice and terminates the lease early, the landlord may use the tenant's security deposit to cover the landlord's actual expenses in re-renting the property. However, if the tenant was forced to move because of poor living conditions, the landlord may not retain any portion of the deposit.

## **Tenant's Remedies for Obtaining Security Deposit**

Idaho law provides a relatively simple procedure for a tenant to follow to obtain a deposit from a landlord who fails to return the tenant's deposit or provide an itemized list of deductions within 21 days after the lease ends.

**Step 1: Write a letter to the landlord.** Send written notice by certified mail to the landlord demanding return of the deposit. Be sure to keep a copy of the letter.

**Step 2: Wait for a reply from the landlord.** The landlord has three business days from the date the letter is received to return the deposit.

**Step 3: Sue the landlord.** If the landlord fails to return the deposit, the tenant can file a complaint in small claims court.



**Step 4: Go to trial.** The parties will receive notification of the date, time and place for the trial. The judge will ask the parties to explain their positions and present their evidence. The tenant should provide a copy of all communication with the landlord, photographs and/or videotapes, and bring witnesses who accompanied the tenant during the final inspection. If the tenant wins, the judge may award the tenant three times the security deposit, plus court costs and attorney fees.

### **Misrepresenting Necessary Repairs**

Idaho's Consumer Protection Act prohibits landlords from misrepresenting to a tenant that a repair is necessary when it is not. If a landlord deducts costs for imaginary repairs or for repairing items that were damaged before the tenant moved in, the tenant should send a letter to the landlord objecting to the landlord's itemized list of deductions. In the letter, the tenant should provide a detailed explanation of why the deductions are excessive or incorrect and demand that the deposit be returned within three days.

### **Settlement Agreements**

Settlement agreements between tenants and landlords are legally binding, whether or not they are in writing. As with any contractual obligation, it is in the parties' best interests to document the details of the settlement in case any disagreement should arise.

## **EVICCTIONS**

One of the most important issues affecting landlords is how to lawfully and efficiently remove tenants from rental properties when tenants violate the terms of their lease. While the eviction procedure itself is uncomplicated, each landlord-tenant relationship involves a unique set of

circumstances. Landlords should consult a private attorney for assistance with individual situations or specific questions regarding the eviction process.

## **RETALITORY EVICTIONS**

Landlords may not evict a tenant because the tenant requests that repairs be made or because the tenant joins a tenants' association.

## **THE EVICTION PROCESS**

The following procedure is outlined in title 6, chapter 3 of the Idaho Code.

### **Notice of Eviction**

A tenant must be properly served with a three-day or 30-day written notice, depending on the circumstances.

- a. Proper Service of the Notice.** The landlord is required to deliver the notice to the tenant in person. However, if the tenant is absent from the property or place of business, the landlord may leave a copy of the notice with a competent person at the residence and mail a copy to the tenant's residence. If the tenant and a competent person are not located at the residence, the landlord must do all of the following:
  - (i) Post a copy of the notice on the property at a conspicuous place;
  - (ii) Leave a copy of the notice with any person found residing on the premises; and
  - (iii) Mail a copy of the notice to the tenant at the rental address.
- b. Three-Day Written Notice.** A three-day written notice is permissible only if a tenant:

- (i) Failed to pay rent. The notice must include the amount of rent owed and advise the tenant of a three-day right to pay.
  - (ii) Violated the lease. The notice must specify the provisions the tenant violated and advise the tenant of a three-day right to fix the problem.
  - (iii) Engaged in the unlawful delivery, production or use of a controlled substance on the premises of the leased property during the tenancy. The tenant has no three-day right to cease the illegal activity, and the landlord is obligated to report the crime.
- c. **30-Day Written Notice.** A 30-day written notice is permissible when a tenant is renting for an open-ended period of time.

If a tenant lives in government subsidized or public housing or receives government housing assistance and receives a 30-day notice, it must be for good cause. If the issue is non-payment of rent, the three-day notice may be sufficient.
- d. **Other Notice.** A lease can provide for notice other than the three-day or 30-day time as long as it is reasonable. The notice requirement cannot be waived.

## **Unlawful Detainer Action**

If a tenant receives proper notice and fails to pay the rent, comply with the lease or vacate the rental, the landlord must file an unlawful detainer action to force the tenant to leave the property.

- a. **Expedited Proceedings.** When rent is past due or the tenant is engaging in drug activities, a quick

summary trial procedure is available to the landlord to regain possession within five to twelve days after the tenant receives notice. The tenant also may be required to pay the landlord's attorney fees if the notice discloses that attorney fees will be awarded and the landlord wins.

- b. Normal Eviction Proceedings.** When the tenant receives notice for violating the lease, the landlord must serve the tenant with a summons and a complaint. The tenant has 20 days to file an answer.

If the tenant does not comply with the court-ordered time deadlines, the sheriff, through a writ of restitution, removes the tenant, along with the tenant's property, from the rental.

## **UNLAWFUL EVICTIONS**

Landlords may not engage in any form of self-help to force a tenant out of a rental property. It is unlawful for a landlord to:

1. Fail to provide proper notice;
2. Fail to allow time for the tenant to pay the overdue rent or comply with the lease;
3. Shut off the utilities;
4. Change the locks;
5. Confiscate the tenant's property; or
6. Do anything other than institute lawful eviction proceedings.

## **ABANDONED PROPERTY**

If a tenant leaves property of value behind after vacating the premises the landlord should file an eviction complaint. The

sheriff will direct the removal of the tenants' property from the residence and place it in storage. The property may be sold to cover the costs of removal and storage and to pay any back rent. If any money remains from the sale it must be turned over to the state as unclaimed property.

Idaho law does not provide for a landlord's lien on the tenant's property. However, leases sometimes include a provision allowing a landlord's lien. A court may uphold the lien if the tenant knowingly and voluntarily entered into the lease and understands the consequences of the lease provision.

## **MANUFACTURED HOME RESIDENCY ACT**

Manufactured Home Residency Act formally established specific rights and responsibilities on the part of mobile home park owners and mobile home park tenants. For areas not covered by the Act, owners, landlords and tenants can look to general landlord-tenant law for answers.

## **WRITTEN LEASES**

The Manufactured Home Residency Act generally requires that park owners provide tenants with written leases. Some lease terms are required or prohibited, while others are assumed to be included, whether stated or not.

### **Mandatory Lease Terms**

The lease must be signed by the landlord and tenant and include, at a minimum:

1. The payment terms, including the time and place of payment;
2. The park rules;
3. The name and address of the park landlord;

4. The name and address of the park owner;
5. The name and address of the owner's agent who resides within the state where the park is located; and
6. An explanation of when the owner may withhold the tenant's security deposit at the end of the lease.

### **Implied Lease Terms**

Every lease is assumed to include the following terms, whether stated or not:

1. The landlord must maintain street, entry and common area lights, if any, in good working condition;
2. The landlord must notify each tenant within 15 days after a petition has been filed by the owner for a change in the zoning of the land upon which the park is located;
3. With the tenant's consent, the landlord may enter the lot to maintain utilities, protect the park and periodically inspect the lot.
4. The landlord may enter the lot without the tenant's consent in case of an emergency affecting life or property or if the manager suspects the tenant abandoned the property.

### **Prohibited Lease Terms**

A lease may not require a tenant to:

1. Pay an entrance or exit fee;
2. Obtain a permit; or
3. Waive any rights or remedies provided by the Manufactured Home Residency Act.

## **PARK RULES**

Written rules are enforceable if they are part of the signed contract. Rule changes are effective if the tenant consents to the change or if the landlord provides written notice to the tenants at least 90 days before the rule change.

## **RENT INCREASES**

With 30 days written notice, a lease may provide for rent increases or decreases based on the increase or decrease of ad valorem taxes, utility assessments or other service fees included in the monthly rental charge. All other rental increases require 90 days written notice to the tenant.

## **SECURITY DEPOSITS**

The landlord must maintain a separate record of deposits. General landlord-tenant law concerning security deposits applies.

## **LIABILITY OF THE LIEN HOLDER OR LEGAL OWNER OF A MOBILE HOME FOR BACK RENT AND UTILITIES**

Idaho law does not specifically provide for the creation of a lien on the mobile home on behalf of a park owner for unpaid rent and utilities. However, Idaho law does require the lien holder or legal owner of a mobile home to notify the park owner in writing of any secured or legal interest in the mobile home. If a tenant becomes 60 days behind in rent or if the tenant abandons the mobile home, the park manager must notify the lien holder or legal owner of responsibility for any such costs incurred for the mobile home space, such as rent and utilities. The lien holder or legal owner is responsible for payment of utilities from the date of the

notice and for payment of the rent due, up to a maximum of 60 days preceding the notice.

### **REMOVAL OF A MOBILE HOME**

A mobile home may not be removed from the mobile home space without a signed written agreement from the park landlord, owner, or manager, showing a clearance for removal. In addition, all monies due must be paid in full unless other arrangements are made.

### **SALE OF MOBILE HOME**

A park owner may sell a mobile home in the park and receive a commission on the sale if the park owner acts as the agent for the home owner pursuant to a written agreement. If the mobile home is to remain in the park, the landlord and tenant must sign a new lease before the sale is executed.

### **RENEWAL OF THE LEASE**

Leases are automatically renewed, unless the landlord gives the tenant at least 90 days written notice of intent not to renew, or the tenant gives 30 days written notice of intent not to renew.

### **TERMINATION OF THE LEASE**

If a tenant is vacating the property at the end of the lease term, the tenant must give the landlord written notice at least 30 days before the lease expires. A tenant who must relocate because of a job change may terminate the lease early by giving 30 days written notice. If the tenant is with the armed forces and is reassigned, the tenant may give the landlord less than 30 days notice and not incur a penalty for doing so.



During the term of the lease, the landlord may terminate the lease based on any of the following:

1. Nonpayment of rent or other charges provided for in the lease; and
2. Substantial or repeated violations of the written park rules.

In either case, the landlord must allow the tenant three days to remedy the problem by paying the rent or complying with the lease or park rules. If the tenant fails to do so, the landlord must give the tenant 20 days to vacate the park.

When the termination of a mobile home space rental operation is at issue, the landlord must give the tenant at least 180 days written notice before terminating the lease.

## **TENANT'S RIGHTS AND REMEDIES**

A landlord may not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease services because the tenant has exercised legal rights, such as complaining about safety conditions of the park. If a landlord fails to provide services as required, the tenant may file an action for damages or specific performance.

## **STORAGE UNITS**

Operators of self-service storage facilities must provide lessees with a written rental agreement that contains a conspicuous statement advising the lessee:

1. Of the existence of any lien placed on the lessee's property;
2. That the property in the leased space may be sold to satisfy the lien if the lessee is in default;

3. That the personal property stored in a storage space will not be insured unless the lessee obtains insurance on his property; and
4. That the lessee must disclose any lien holders or secured parties who have an interest in property that is stored in the self-service storage facility.

Both the storage facility operator and the lessee must sign the rental agreement.

## APPENDIX A - IDAHO CODE SECTIONS

Available at [www.ag.idaho.gov](http://www.ag.idaho.gov).

### AT-WILL TENANCY

55-208	Termination of tenancy at will.
55-209	Rights of landlords.
55-210	Right of reentry.
55-211	Summary proceedings.
55-212	Action for real property.

### FIXTURES – REMOVAL OF

55-308	Removal of fixtures by tenant.
--------	--------------------------------

### LEASES

55-307	Change in lease terms and notice.
--------	-----------------------------------

### MOBILE HOME PARKS

55-2005	Rental agreements.
55-2006	Adjustments to rent, services, utilities or rules.
55-2007	Required provisions and disclosures.
55-2008	Park rules.
55-2009	Mobile home sales and space transfers.
55-2009A	Notice of lienholder.
55-2010	Termination of rental agreement.
55-2011	Renewal of rental agreement.
55-2012	Mobile home improvements.
55-2013	Security deposits.
55-2013	Tenant associations.
55-2014	Tenant actions for damages or specific performance.
55-2015	Retaliatory conduct by landlord.
55-2016	Arbitration.
55-2017	Penalties.

- 55-2018 Attorney fees.
- 55-2019 Venue.

## **PROPERTY REPAIR ISSUES**

- 6-320 Action for damages and specific performance by tenant.
- 6-323 Service of notice to landlord.
- 6-324 Attorney fees.

## **SECURITY DEPOSITS**

- 6-321 Security deposits.

## **SMALL CLAIMS ACTIONS**

- 1-2301 Scope of claims and venue.
- 1-2301A Civil liability for bad checks.
- 1-2302 Commencing an action.
- 1-2303 Filing a claim and entering default.
- 1-2304 Service of process.
- 1-2305 Contents of claim.
- 1-2307 Attorneys, witnesses, evidence and judgments.
- 1-1209 Speedy and informal trials.
- 1-2310 Judgment against defendant.
- 1-2311 Appeals.
- 1-2312 Filing and disposition of appeals.
- 1-2313 Judgment and enforcement.
- 1-2315 Jury trials prohibited.

## **TRANSFER OF PROPERTY**

- 55-301 Grantee's rights against grantor's tenants.
- 55-302 Lessor's remedies against lessee's assignee.
- 55-303 Lessee's remedies against lessor's assignee.

## **UNLAWFUL DETAINER**

6-303	Unlawful detainer defined.
6-304	Service of notice.
6-305	Jurisdiction of district court.
6-308	Parties defendant.
6-309	Parties generally.
6-310	Complaint and summons.
6-311	Continuances.
6-311A	Judgment on trial by court.
6-311C	Form of execution.
6-311D	Additional undertaking on appeal.
6-311E	Action for damages.
6-312	Judgment by default.
6-313	Trial by jury.
6-314	Sufficiency of evidence and defenses.
6-315	Amendment of complaint.
6-316	Judgment and restitution.
6-317	Treble damages.
6-318	Pleadings must be verified.
6-319	Appeal as stay.
6-324	Attorney fees.

## **WASTE**

6-201	Actions for waste.
-------	--------------------

## APPENDIX B

### PRE-RENTAL CHECKLIST

Take this checklist with you when you are searching for a rental, and, before you enter into a lease agreement, ask questions, explain your concerns, and inspect the rental.

Street Address: \_\_\_\_\_

Unit No. \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Telephone Number: \_\_\_\_\_

FINANCIAL ISSUES	
How much is the rent per month?	\$ _____
Is the rent expected to change in the near future?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the landlord accept personal checks?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the fee for paying the rent late?	\$ _____
How much is the security deposit?	\$ _____
How much is the pet deposit?	\$ _____
How much does the landlord charge for extra services, such as:	
Storage Space	\$ _____
Parking Space	\$ _____
Recreational Areas (pool, exercise equipment, etc.)	\$ _____
Other	\$ _____
What utilities does the landlord pay and what utilities do I pay?	
Cable/Satellite TV	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
Provider's Name and Phone No.:	_____
Electricity	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
Provider's Name and Phone No.:	_____
Natural Gas	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
Provider's Name and Phone No.:	_____

Internet Service	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
Lawn Maintenance	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
Security System	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
Telephone	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
Water, Sewer, Trash	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
Other:	<input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
Provider's Name and Phone No.:		
<b>MANAGEMENT ISSUES</b>		
Does the landlord live onsite?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does a property management company oversee the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Who owns the property and is the owner in Idaho or out-of-state?		
Are onsite maintenance personnel available for repairs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
How are emergencies addressed? (leaky pipes; broken appliances, etc.)		
What are the designated "quiet hours"?	AM:	PM:
What kinds of pets are allowed?		
Is smoking allowed on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>FACILITY/PROPERTY ISSUES</b>		
Where is the mailbox located?		
Is the mailbox locked?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the landlord accept/hold packages for tenants?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Are garbage facilities easily accessible?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a laundry room on the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
How many washers and dryers are available?	Washers:	Dryers:

How much does it cost per load?	Wash: \$	Dry: \$
Is there an exercise room onsite?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a swimming pool onsite?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a clubhouse onsite?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there an elevator between floors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the stairwells well-lighted and in safe condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there sufficient parking?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is parking assigned and guaranteed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is covered or secure parking available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the parking area well-lit and safe?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
How far away from the unit do I have to park?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is a fire alarm installed and is a fire extinguisher available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is a security system installed and working?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are parents supervising their children?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are all necessary services relatively close by?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Where is the closest grocery store?		
Where is the closest gas station?		
Where is the closest newspaper vendor?		
Where is the closest gym?		
Where is the closest park?		
Where is the closest bus stop?		
Where is the closest daycare?		
Where is the closest hospital?		
Where is the closest police station/fire department?		
Are there registered sex offenders in the neighborhood/complex?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>RENTAL UNIT ISSUES</b>		
Is the rental clean and free of mold, rodents, and insects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the rental unit furnished?	<input type="checkbox"/> Yes	<input type="checkbox"/> No



Is the unit air conditioned?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the front door have a peephole, deadbolt, and chain?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the carpet/tile clean and in good repair?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the paint/wallpaper in good condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there excessive nail holes or any damage to the walls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Can I hang things on the walls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Can I install shelves or make other improvements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the plumbing and electrical system in good repair?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Where is the fuse/circuit box located?		
Are sufficient power outlets available in each room?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the bathrooms clean and in good repair?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there any evidence of past leaks? (stains, mold, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the kitchen clean and in good repair?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do all of the appliances work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a dishwasher?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there a microwave oven?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the oven have an exhaust fan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the refrigerator have an icemaker?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the refrigerator frost free?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there sufficient storage/cupboard space?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there sufficient counter space?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the washing machine and dryer work (if available)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are the washing machine and dryer of sufficient size?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
What type of heating system does the unit have? (gas, baseboards, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do the ceiling fans work and are they clean?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do the windows have working locks?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Where are the telephone jacks located?		
Where are the cable/satellite hookups located?		

What special equipment to access cable/satellite TV?			
Are all of the rooms well-lighted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Are there any drafts around the doors or windows?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is the unit properly ventilated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Can you hear noise from other tenants? (footsteps, babies crying, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>LEASE ISSUES</b>			
What is the length of the lease? (month-to-month; six months, etc.)			
How much notice do I have to give before I move out?	<input type="checkbox"/> 1 Mo.	<input type="checkbox"/> 2 Wks.	<input type="checkbox"/> 30 Days
When is the move-in inspection scheduled?	Date:	Time:	
How many days do I have to conduct a move-out inspection?			
What cleaning company does the landlord prefer to use?			
<b>OTHER QUESTIONS/ISSUES/PROBLEMS</b>			
WHAT I LIKE ABOUT THE RENTAL:			
WHAT I DISLIKE ABOUT THE RENTAL:			
WHAT REPAIRS NEED TO BE MADE BEFORE I MOVE IN?			

**WHAT I NEED TO DO BEFORE I MOVE IN:**

Task Description:	Deadline	Completed ✓

## APPENDIX C

### RENTAL MOVE-IN & MOVE-OUT CHECKLIST

The Attorney General recommends that renters conduct a move-in inspection with their landlord or property manager present. This should be done before moving in or at the time of move-in. The checklist below, or a similar form will provide a record of the inspection. Renters are similarly encouraged to conduct a move-out inspection, also with the landlord or property management representative present, several days before vacating the premises and utilizing the same form for purposes of comparison. It is also recommended that, during the move-out inspection, the renter ask what is required to receive a full refund of any security deposit paid at the beginning of the rental period.

Ratings:

E = Excellent

G = Good

F = Fair

P = Poor

R/C = needs to be repaired or cleaned

N/A = Not Applicable

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
<b>Kitchen</b>				
Refrigerator, Exterior				
Refrigerator Interior incl. Shelves/Drawers				
Refrigerator Temp. and light				
Freezer Temp.				
Ice Maker/Ice cube trays				
Stove incl. hood/light/fan/filter				
Stove incl. Burners, Burner Pans, Knobs				
Oven incl. Interior/Broiler Pan, Racks/Knobs/light				
Garbage Disposal and Switch				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
Dishwasher incl. racks/baskets/soap dispenser				
Microwave, inserts/racks				
Cabinets/Drawers/Handles/Shelves				
Countertops				
Sink /Faucet				
Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Electrical Outlets & Switches				
Smoke Detector/Battery				
Fire Extinguisher				
Other:				

**Living Room**

Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Electrical Outlets & Switches				
Other:				

**Dining Room**

Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Electrical Outlets & Switches				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Other:				
<b>Bathroom(s)</b>				
Sink/Faucets				
Toilet & lid				
Tub/Shower Enclosure				
Plumbing				
Cabinets/Drawers/Handles/Shelves				
Towel Racks				
Toilet Paper Holder				
Exhaust Fan/Heaters				
Countertops				
Mirror				
Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Electrical Outlets & Switches				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Other:				
<b>Bedroom(s)</b>				
Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Electrical Outlets & Switches				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Closet/Shelves/Rod				
Smoke Detector/Battery				
Other:				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
<b>Utility/Laundry Area</b>				
Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				
Flooring/Carpet				
Baseboards				
Light Fixtures/bulbs				
Electrical Outlets & Switches				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Closet/Shelves/Rod				
Sinks/Faucets				
Countertops				
Cabinets/Drawers/Handles/Shelves				
Washer				
Dryer				
W&D Connections				
Other:				
<b>Other Interior Spaces</b>				
Entryway				
Hallways				
Stairs				
Basement				
Linen/Coat Closets/Cabinets				
Storage Rooms				
Other:				
<b>Garage</b>				
Ceiling/Walls				
Paint				
Doors/locks & Knobs				
Floor				
Light Fixtures/bulbs				
Electrical Outlets & Switches				
Windows & Screens, latches/locks				
Auto Door Opener/safety reversal/remotes				
Other:				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
<b>Other</b>				
Thermostats				
Furnace/Filter				
Air Conditioner(s)				
Water Heater				
Water Softener				
Security System				
Smoke Detectors/Batteries				
Doorbell				
Entry Door Peephole				
Weather stripping				
<b>Exterior</b>				
Mailbox				
Fences/Gates				
Lawn/Trees/Shrubs				
Roof & Gutters				
Flowerbeds/landscaping				
Doors/Knobs/Locks				
Lights/Bulbs				
Other:				

**Move-in Remarks Approved:**

\_\_\_\_\_  
 Tenant Signature Date

\_\_\_\_\_  
 Landlord Signature Date

**Move-out Remarks Approved:**

\_\_\_\_\_  
 Tenant Signature Date

\_\_\_\_\_  
 Landlord Signature Date



## Consumer Protection Manuals

Charitable Giving	Landlord and Tenant Guidelines
Foreclosure Prevention: A Workbook	Residential Construction
Guidelines for Motor Vehicle Advertising in Idaho	Senior Citizens Manual
Idaho Consumer Protection Manual	Service on an Idaho Nonprofit Board of Directors
Idaho Lemon Law	Telephone Solicitation
Internet Safety	Young Adult Handbook

Funds collected by the Attorney General's Consumer Protection Division as the result of enforcement actions paid for these pamphlets. No tax monies were used to pay for these publications.

The Consumer Protection Division enforces Idaho's consumer protection laws, provides information to the public on consumer issues, and offers an informal mediation process for individual consumer complaints.

If you have a consumer problem or question, please call (208) 334-2424 or in-state toll-free (800) 432-3545. TDD access and Language Line translation services are available. The Attorney General's website is available at [www.ag.idaho.gov](http://www.ag.idaho.gov).