Office of the
Attorney General

Landlord and Tenant Guidelines

JUNE 2008

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INTRODUCTION

My office publishes this manual as a courtesy to assist landlords and tenants of residential property in understanding their rights and responsibilities.

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 edition of the Landlord-Tenant Guidelines includes two new 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 C and Appendix D. I hope you find them helpful.

You should consult an attorney if you have questions regarding any part of a lease or if you are served with legal papers relating to your status as a landlord or tenant.

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

Sincerely,

LAWRENCE G. WASDEN
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Table of Contents

BEFORE RENTING **1**

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 1
Credit and Background Checks of Tenants 1
Recognize Housing Discrimination 2

LEASE AGREEMENTS **2**

The Dangers of an Oral Lease 3
Terms A Written Lease Should Include 3
Lease Addendums 3
Unlawful Lease Provisions 3
Cosigning A Lease 4

MOVING IN **4**

Parking and Community Facilities 4
Turning On the Utilities and Other Services 4
The Move-In Inspection and Video 5

THE TENANT'S RIGHT TO PRIVACY **5**

MAINTAINING THE RENTAL PROPERTY **5**

The Landlord's Duty to Keep the Property Safe and Healthy 6
The Tenant's Remedies When the Landlord Fails to Maintain the Rental Property 6
Notice of Violation *6*
Three-Day Rule *6*
Service *6*
The Trial *7*
Court's Order *7*
Personal Injuries *7*
The Tenant's Responsibilities for Safeguarding the Property 7
The Landlord's Remedies When the Tenant Damages the Rental Property 7
Notice of Violation *7*
Three-Day Rule *8*
Eviction Proceedings *8*

SPECIAL PROPERTY ISSUES **8**

The Landlord's Duty to Provide Utility Services 8
Toxic Mold Concerns 9
Assigned Parking 9

PAYING AND COLLECTING RENT **10**

Due Dates and Late Fees 10
Withholding Rent 10
The Landlord's Remedies When a Tenant Fails to Pay Rent 10
Notice to Pay *10*
Service of the Complaint *10*
Requesting a Continuance *10*
Recovery of Attorney Fees and Costs *10*
Recovery of Unpaid Rent and Damages *11*
The Fair Debt Collection Practices Act 11

CHANGING THE LEASE **11**
NOTICE 11
RENT INCREASES 11
SUBLETTING 11
EXTENDING THE LEASE 12
BREAKING THE LEASE 12
HOLDOVER TENANCIES 12
WHEN A NEW OWNER BUYS THE PROPERTY **12**
THE PRIOR LANDLORD 12
THE NEW LANDLORD 12
PROPERTY MANAGEMENT COMPANIES **13**
MOVING OUT **13**
NOTICE TO VACATE 13
MOVE OUT INSPECTION 14
RETURN OF THE SECURITY DEPOSIT 14
Is it Rent or a Deposit? *14*
21-Day Return Rule *14*
Wear and Tear vs. Damage and Excessive Filth *14*
Improper Notice May Affect Deposit Return *15*
Tenant's Remedies for Obtaining Security Deposit *15*
Misrepresenting Necessary Repairs *16*
Settlement Agreements *16*
EVICTIONS **16**
RETALITORY EVICTIONS 16
THE EVICTION PROCESS 16
Notice of Eviction *16*
Unlawful Detainer Action *17*
UNLAWFUL EVICTIONS 17
ABANDONED PROPERTY 18
THE MOBILE HOME PARK LANDLORD-TENANT ACT OF 1980 ..... **18**
WRITTEN LEASES 18
Mandatory Lease Terms *18*
Implied Lease Terms *18*
Prohibited Lease Terms *19*
PARK RULES 19
RENT INCREASES 19
SECURITY DEPOSITS 19
LIABILITY OF THE LIEN HOLDER OR LEGAL OWNER OF A MOBILE HOME FOR BACK RENT AND UTILITIES 19
REMOVAL OF A MOBILE HOME 20
SALE OF MOBILE HOME 20
RENEWAL OF THE LEASE 20
TERMINATION OF THE LEASE 20
TENANT'S RIGHTS AND REMEDIES 20
STORAGE UNITS **21**
APPENDIX A - RESOURCES **22**
CONSUMER ISSUES 22
DEBT AND CREDIT MANAGEMENT 23
DISCRIMINATION 23
HOUSING/RENTAL ASSISTANCE 24

LANDLORD ASSOCIATIONS 25
MOLD, LEAD & OTHER ENVIRONMENTAL ISSUES 27
SENIOR CITIZENS 27
UTILITY EXPENSE ASSISTANCE 28
VETERANS 28

APPENDIX B - IDAHO CODE SECTIONS 29

AT-WILL TENANCY 29
FIXTURES – REMOVAL OF 29
LEASES 29
MOBILE HOME PARKS 29
PROPERTY REPAIR ISSUES 29
SECURITY DEPOSITS 29
SMALL CLAIMS ACTIONS 30
TRANSFER OF PROPERTY 30
UNLAWFUL DETAINER 30
WASTE 30

APPENDIX C 31

PRE-RENTAL CHECKLIST 31

APPENDIX D 36

RENTAL MOVE-IN & MOVE-OUT CHECKLIST 36

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

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.

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.

CREDIT AND BACKGROUND CHECKS OF TENANTS

Landlords should check their prospective tenants' income, employment, and credit to verify that they pay their rent and other bills on time. In addition to revealing a person's financial history, a credit report also will indicate whether someone has been convicted of a crime or has ever been evicted.

Before running a credit check on a prospective tenant, the landlord should obtain the tenant's consent and Social Security number or Individual Taxpayer Identification Number. The landlord can order a credit report from any of the three national credit bureaus.

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 tenant 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 that agency within 60 days.

RECOGNIZE HOUSING DISCRIMINATION

Landlords may select prospective tenants based on any criteria, as long as their decisions comply with fair housing laws and are based on legitimate business criteria. For example, a landlord is entitled to reject someone with a poor credit history, insufficient income, or past criminal behavior. A valid occupancy policy limiting the number of people per rental unit – one that is based on health and safety standards – is a basis for refusing tenants. Landlords must apply selection standards equally to all tenants.

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:

1. Falsely denying that a rental unit is available to some applicants;
2. Running an advertisement that suggests a preference based on a group characteristic;
3. Setting restrictive standards for certain tenants;
4. Refusing to accommodate the needs of disabled tenants, such as allowing service animals;
5. Adopting inconsistent policies for different tenants; and
6. 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).

LEASE AGREEMENTS

The lease agreement is an important legal document that both parties negotiate and should 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 C 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. **Entrance**. When and how the landlord can enter the property.
10. **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.

UNLAWFUL LEASE PROVISIONS

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

1. Waive the tenant's rights under Idaho's Landlord-Tenant Act;
2. Waive the tenant's right to appear in court and defend against a landlord's allegations;
3. Limit the landlord's liability in situations where the landlord normally would be responsible;
4. Allow the landlord to enter the rental unit without proper notice;
5. Require the tenant to pay for damage not caused by the tenant or the tenant's guest;
6. 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; and
7. Allow the landlord to seize a tenant's property if the tenant fails to pay rent.

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 co-signer'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 D 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 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 D.

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. If the landlord enters the tenant's property without permission, the tenant may notify the police. 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 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 time 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. In the meantime, the tenant has the option of contracting for utility services in the tenant's own name. Public utilities (regulated by the Idaho Public Utilities Commission) and municipal corporations (cities) may not deny tenants services due to a landlord's outstanding bill or because the landlord instructed the utility to discontinue services in the landlord's name. (See Appendix A for a list of public service organizations that tenants can contact for financial assistance in establishing and/or maintaining utility services.)

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.

If the landlord does not restore services, the tenant may terminate the lease and vacate the premises, notifying the landlord in writing that the property is uninhabitable because of no power, water, or heat.

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.

For more information on mold and other indoor air pollutants, tenants may contact the public organizations listed in Appendix A.

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.

THE FAIR DEBT COLLECTION PRACTICES ACT

Although the Fair Debt Collection Practices Act (FDCPA) does not apply to landlords who are attempting to collect rent from tenants, it is applicable to attorneys, collection agencies, realty companies and servicing companies that a landlord uses to collect on the landlord's behalf. The FDCPA prohibits debt collectors from:

1. Demanding and collecting rent that is not due; and
2. Confiscating and/or selling a tenant's property to satisfy a rent debt.

For additional information about a consumer's rights and a debt collector's responsibilities under the FDCPA, please read our manual entitled Credit and Debt.

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 it is an important step in ending the landlord-tenant relationship. Both parties should be present during the inspection so they can agree on what is damaged and in need of repair or further cleaning. All observations should be documented and, if possible, photographed or videoed. The Rental Move-In / Move-Out Inspection Checklist in Appendix D is helpful for the move-out inspection.

If both parties cannot inspect the property together, the tenant should document, photograph and/or videotape the rental. 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:

Ordinary Wear & Tear (Landlord's Responsibility)	**Damage & Excessive Filth** (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

Ordinary Wear & Tear (Landlord's Responsibility)	**Damage & Excessive Filth** (Tenant's Responsibility)
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
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.

In addition to violating the Consumer Protection Act, a landlord who withholds a tenant's security deposit without lawful justification also may violate the FDCPA because the landlord is misrepresenting the character, amount or legal status of the tenant's debt.

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.

EVICTIONS

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.

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 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. The Idaho State Tax Commission provides more detailed information about 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.

THE MOBILE HOME PARK LANDLORD-TENANT ACT OF 1980

The Mobile Home Park Landlord-Tenant Act of 1980 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 1980 Act, owners, landlords and tenants can look to general landlord-tenant law for answers.

WRITTEN LEASES

The Mobile Home Park Landlord-Tenant Act of 1980 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 Mobile Home Park Landlord-Tenant Act of 1980.

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 - RESOURCES

CONSUMER ISSUES

Attorney General's Office
Consumer Protection Division
954 W. Jefferson, 2nd Floor
Boise, ID 83720-0010
(208) 334-2424 or (800) 432-3545 (in Idaho)
www.ag.idaho.gov

Better Business Bureau of Southwest Idaho
4355 Emerald St., Ste. 290
Boise, ID 83706
(208) 342-4649
www.boise.bbb.org

Better Business Bureau of Eastern Idaho & Western Wyoming
453 River Parkway
Idaho Falls, ID 83402
(208) 523-9754
www.idahofalls.bbb.org

Better Business Bureau of Eastern Washington, North Idaho, and Montana
152 S. Jefferson, Ste. 200
Spokane, WA 99201-4352
(509) 455-4200
www.thelocalbbb.com

Federal Communications Commission
Consumer & Governmental Affairs Bureau
445 12th St. S.W.
Washington, D.C. 20554
(888) 225-5322
www.fcc.gov

Federal Trade Commission
Division of Consumer & Business Education
600 Pennsylvania Ave. N.W., NJ-2267
(877) 382-4357
www.ftc.gov

Idaho Care Line (211)
(800) 926-2588
www.idahocareline.org

DEBT AND CREDIT MANAGEMENT

AFSA Education Foundation
919 Eighteenth Street, NW, Suite 300,
Washington, DC, 20006-5517
(202) 466-8611
www.afsaef.org

National Consumer Law Center
77 Summer St., 10th Floor
Boston, MA 02111-1006
(617) 542-8010
Surviving Debt: A Guide for Consumers
www.consumerlaw.org

National Foundation for Credit Counseling
801 Roeder Rd., Ste. 900
Silver Springs, MD 20910
(800) 388-2227
www.nfcc.org

DISCRIMINATION

Idaho Commission on Human Rights
1109 Main St., Ste. 450
PO Box 83720
Boise, ID 83720-0040
(888) 249-7025
www.humanrights.idaho.gov

Intermountain Fair Housing Council
350 N. 9th St., Ste. M200
Boise, ID 83702
(800) 717-0695
www.idahofairhousing.org

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street SW
Washington, DC 20410-2000
(800) 669-9777
www.hud.gov

U.S. Department of Housing & Urban Development
Idaho Office
1276 River Street, Suite 300
Boise, ID 83702
(208) 334-1990
www.hud.gov

U.S. Department of Justice
Americans with Disabilities Act Information Line
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section
NYA Washington, D.C. 20530
(800) 514-0301 (voice)
(800) 514-0383 (TTY)
www.ada.gov

HOUSING/RENTAL ASSISTANCE

Co-Ad, Inc. – Main Office
4477 Emerald, Ste. B-100
Boise, ID 83706
(866) 262-3462
(208) 336-5353

Co-Ad, Inc. - Pocatello Office
845 W. Center C107
Pocatello, ID 83204
(208) 232-0922

Co-Ad, Inc. - Moscow Office
428 W. 3rd St.
Moscow, ID 83843
(208) 882-0962

Community Action Partnership
124 New 6th St.
Lewiston, ID 83501
(800) 326-4843
www.acommunityactionpartnership.org

Community Council of Idaho
317 Happy Day Blvd., Suite 250
Caldwell, ID 83607
(208) 454-1652
www.communitycouncilofidaho.org
Email: info@ccimail.org

Eastern Idaho Community Action Partnership
357 Constitution Way
Idaho Falls, ID 83402
(800) 632-4813
www.eicap.org

El-Ada Community Action Partnership
701 E. 44th St.
Garden City, ID 83714
(208) 377-0700

Idaho Housing & Finance Association
565 W. Myrtle
PO Box 7899
Boise, ID 83707-1899
(877) 888-3135
Hearing Impaired, TDD: (800) 545-1833 ext. 400
www.ihfa.org

South Central Community Action Partnership
P.O. Box 531
Twin Falls, ID 83301
(800) 627-1733
www.sccap-id.org

Southeast Idaho Community Action Agency
641 N. 8th Ave.
Pocatello, ID 83201
(208) 232-1114
www.seicaa.org

Western Idaho Community Action Partnership, Inc.
315 South Main St.
Payette, ID 83661
(800) 870-2427
www.wicaphs.com

LANDLORD ASSOCIATIONS

Idaho Rental Owners & Managers Association
P.O. Box 15393
Boise, ID 83715-5393
(208) 336-9449
www.idahorentalowners.org

National Association of Residential Property Managers
638 Independence Parkway, Ste. 100
Chesapeake, VA 23320
(800) 782-3452
www.narpm.org

Legal Assistance
Idaho Legal Aid - Boise
310 N. 5th St.
P. O. Box 1683
Boise, ID 83701
(208) 345-0106
(208) 336-8980
www.idaholegalaid.org

Idaho Legal Aid – Caldwell
1104 Blaine Street
P. O. Box 1116
Caldwell, ID 83606
(208) 454-2591

Idaho Legal Aid – Coeur d'Alene
410 Sherman Ave., No. 303
P. O. Box 1439
Coeur d'Alene, ID 83814
(208) 667-9559

Idaho Legal Aid – Idaho Falls
482 Constitution Way, Ste. 101
Idaho Falls, ID 83402
(208) 524-3660

Idaho Legal Aid – Lewiston
633 Main St.
P. O. Box 973
Lewiston, ID 83501
(208) 743-1556

Idaho Legal Aid – Pocatello
150 S. Arthur, No. 203
P. O. Box 1785
Pocatello, ID 83204
(208) 233-0079

Idaho Legal Aid – Twin Falls
475 Polk
P. O. Box 1296
Twin Falls, ID 83303
(208) 734-7024

Idaho State Bar's Lawyer Referral Service
525 W. Jefferson St.
P. O. Box 895
Boise, Idaho 83701
(208) 334-4500
www2.state.id.us/isb

Idaho Supreme Court
Self-Help Center
www.courtselfhelp.idaho.gov

MOLD, LEAD & OTHER ENVIRONMENTAL ISSUES

Idaho Department of Health & Welfare
Indoor Environment Program
(800) 445-8647
Email: bceh@dhw.idaho.gov
www.healthandwelfare.idaho.gov

U.S. Department of Housing & Urban Development
Office of Healthy Homes & Lead Hazard Control
451 7th St., SW, P-3206
Washington, DC 20410-2000
(202) 755-1785
www.hud.gov

U.S. Environmental Protection Agency
Indoor Air Quality
(800) 438-4318
www.epa.gov/iaq

U.S. Safe Drinking Water Hotline
(800) 426-4791
www.epa.gov/safewater

SENIOR CITIZENS

AARP of Idaho
3080 E. Gentry Way, Ste. 100
Meridian, ID 83642
(866) 295-7284
www.aarpid.org

Idaho Commission on Aging
3380 Americana Terrace, Suite 120
P.O. Box 83720
Boise, ID 83720-0007
(208) 334-3833
www.idahoaging.com

National Council on the Aging
1901 L Street, NW, 4th Floor
Washington, D.C. 20036
(202) 479-1200
www.ncoa.org

Senior Legal Hotline
(866) 345-0106

UTILITY EXPENSE ASSISTANCE

Idaho Department of Health & Welfare
www.healthandwelfare.idaho.gov

Idaho Power
1221 W. Idaho
P.O. Box 70, Boise, ID 83707.
(208) 388-2323
(800) 488-6151
www.idahopower.com

U.S. Department of Health & Human Services
Low Income Energy Assistance Program
370 L'Enfant Promenade S.W.
Washington, D.C. 20447
(866) 674-6327
www.acf.hhs.gov

VETERANS

U.S. Department of Veterans Affairs
Consumer Affairs Service
810 Vermont Ave. N.W.
Washington, D.C. 20420
(800) 827-1000
www.va.gov

APPENDIX B - IDAHO CODE SECTIONS

Available at 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 C

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?	□ Yes □ No
Does the landlord accept personal checks?	□ Yes □ 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	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Electricity	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Natural Gas	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Internet Service	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Lawn Maintenance	□ Landlord □ Tenant

Provider's Name and Phone No.:	
Security System	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Telephone	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Water, Sewer, Trash	□ Landlord □ Tenant
Provider's Name and Phone No.:	
Other:	□ Landlord □ Tenant
Provider's Name and Phone No.:	

MANAGEMENT ISSUES		
Does the landlord live onsite?	□ Yes □ No	
Does a property management company oversee the property?	□ Yes □ No	
Who owns the property and is the owner in Idaho or out-of-state?		
Are onsite maintenance personnel available for repairs?	□ Yes □ 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?	□ Yes □ No	

FACILITY/PROPERTY ISSUES		
Where is the mailbox located?		
Is the mailbox locked?	□ Yes □ No	
Will the landlord accept/hold packages for tenants?	□ Yes □ No	
Are garbage facilities easily accessible?	□ Yes □ No	
Is there a laundry room on the property?	□ Yes □ 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?	□ Yes □ No	
Is there a swimming pool onsite?	□ Yes □ No	

Is there a clubhouse onsite?	□ Yes □ No
Is there an elevator between floors?	□ Yes □ No
Are the stairwells well-lighted and in safe condition?	□ Yes □ No
Is there sufficient parking?	□ Yes □ No
Is parking assigned and guaranteed?	□ Yes □ No
Is covered or secure parking available?	□ Yes □ No
Is the parking area well-lit and safe?	□ Yes □ No
How far away from the unit do I have to park?	□ Yes □ No
Is a fire alarm installed and is a fire extinguisher available?	□ Yes □ No
Is a security system installed and working?	□ Yes □ No
Are parents supervising their children?	□ Yes □ No
Are all necessary services relatively close by?	□ Yes □ 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?	□ Yes □ No
RENTAL UNIT ISSUES	
Is the rental clean and free of mold, rodents, and insects?	□ Yes □ No
Is the rental unit furnished?	□ Yes □ No
Is the unit air conditioned?	□ Yes □ No
Does the front door have a peephole, deadbolt, and chain?	□ Yes □ No
Is the carpet/tile clean and in good repair?	□ Yes □ No
Is the paint/wallpaper in good condition?	□ Yes □ No

Are there excessive nail holes or any damage to the walls?	□ Yes □ No
Can I hang things on the walls?	□ Yes □ No
Can I install shelves or make other improvements?	□ Yes □ No
Is the plumbing and electrical system in good repair?	□ Yes □ No
Where is the fuse/circuit box located?	
Are sufficient power outlets available in each room?	□ Yes □ No
Are the bathrooms clean and in good repair?	□ Yes □ No
Is there any evidence of past leaks? (stains, mold, etc.)	□ Yes □ No
Is the kitchen clean and in good repair?	□ Yes □ No
Do all of the appliances work?	□ Yes □ No
Is there a dishwasher?	□ Yes □ No
Is there a microwave oven?	□ Yes □ No
Does the oven have an exhaust fan?	□ Yes □ No
Does the refrigerator have an icemaker?	□ Yes □ No
Is the refrigerator frost free?	□ Yes □ No
Is there sufficient storage/cupboard space?	□ Yes □ No
Is there sufficient counter space?	□ Yes □ No
Does the washing machine and dryer work (if available)?	□ Yes □ No
Are the washing machine and drawer of sufficient size?	□ Yes □ No
What type of heating system does the unit have? (gas, baseboards, etc.)	□ Yes □ No
Do the ceiling fans work and are they clean?	□ Yes □ No
Do the windows have working locks?	□ Yes □ 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?	□ Yes □ No
Are there any drafts around the doors or windows?	□ Yes □ No
Is the unit properly ventilated?	□ Yes □ No
Can you hear noise from other tenants? (footsteps, babies crying, etc.)	□ Yes □ No
LEASE ISSUES	
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?	□ 1 Mo. □ 2 Wks. □ 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?		

OTHER QUESTIONS/ISSUES/PROBLEMS

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 D

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
Kitchen				
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				
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				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
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				
Windows & Screens, latches/locks				
Curtains/Rods/Blinds				
Other:				
Bathroom(s)				
Sink/Faucets				
Toilet & lid				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
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:				
Bedroom(s)				
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:				
Utility/Laundry Area				
Ceiling/Walls				
Paint/Wallpaper				
Doors/Doorstops				
Door locks & Knobs				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
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:				
Other Interior Spaces				
Entryway				
Hallways				
Stairs				
Basement				
Linen/Coat Closets/Cabinets				
Storage Rooms				
Other:				
Garage				
Ceiling/Walls				
Paint				
Doors/locks & Knobs				
Floor				
Light Fixtures/bulbs				
Electrical Outlets & Switches				
Windows & Screens, latches/locks				
Auto Door Opener/safety reversal/remotes				
Other:				
Other				
Thermostats				
Furnace/Filter				
Air Conditioner(s)				

Room/Area	Rating	Move-In Remarks	Rating	Move Out Remarks
Water Heater				
Water Softener				
Security System				
Smoke Detectors/Batteries				
Doorbell				
Entry Door Peephole				
Weather stripping				
Exterior				
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

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

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 1-800-432-3545. TDD access and Language Line translation services are available. The Attorney General's web site is available at www.ag.idaho.gov.