

# Landlord and Tenant Law

The law described in this fact sheet does NOT apply to people who receive Section 8 funding or who live in public housing.

## Renting a Home

A lease or rental agreement is a contract. Your rights and duties and your landlord's rights and duties are explained in the contract. If you do not have a written contract, your landlord's duties and your rights are limited.

**NEVER rent a house or an apartment without a written lease.**

## What does my landlord have to do?

The landlord must:

- **Give you sole possession of the property.**  
Landlords can go into the home or apartment to:
  - Inspect it
  - Make repairs that are necessary or have been agreed upon
  - Make decorations, alterations, or improvements to the home
  - Supply necessary or agreed services
  - Investigate possible rule or lease violations
  - Investigate possible criminal activity
  - Show the apartment to buyers, mortgage holders, tenants, workers, or contractors

Since Arkansas law gives the landlord broad rights to enter the home, you may want to have your lease state that you want to limit entry to reasonable times and that you want the landlord to give you at least 24-hour notice.

- **Provide you with quiet enjoyment.** This means the landlord is supposed to take reasonable steps to make sure that other tenants do not affect your enjoyment of the property. For example, loud music or criminal activity affects your enjoyment.
- **Not lock you out of the home or use self-help to evict you.** This means the landlord cannot change the locks or remove doors. The landlord also cannot turn off your utilities.

The landlord does NOT have to:

- **Give you a fit place to live.** This means the floor can be rotten, the roof can leak, and the plumbing does not work.
- **Make any repairs to the home or common areas.** Even if your landlord tells you that repairs will be made, that agreement cannot be enforced. If the landlord makes a repair, though, the landlord must do it correctly.
- **Insure your personal property against loss.** The landlord's insurance policy will not cover you or your personal belongings. You should buy renter's insurance in case of fire, vandalism, or theft. Call an insurance agent to get a quote.

A written lease changes what the landlord has to do. For example, if the written lease requires that the landlord make necessary repairs or offer a fit place to live, then the landlord must do what the lease says. This is why it is important to have a written lease and to keep a copy for yourself.

## What do I have to do as a tenant?

Before you sign a lease and become a tenant, look at the home. Make sure that the home meets your needs and is in good condition. Write down anything wrong with the home when you move in and take pictures.

When you are a tenant, you must:

- **Pay rent in full and on the day that it is due.** If you do not pay or do not pay on time, the landlord can evict you. NEVER pay rent in cash unless the landlord gives you a receipt. If the landlord will not give you a receipt, do NOT give your landlord the cash. If the landlord will not accept the rent, write the landlord a letter that says that you offered to pay rent on the day you offered it and that the landlord refused it. Keep a copy of the letter for yourself. Do not spend that rent money in case the landlord tries to evict you or tries to take you to court.

- **Not use or let another person use the property for criminal activity.** If you do, the landlord or the prosecuting attorney can evict you.
- **Not use or let another person use the property to disturb the quiet enjoyment of others.** If you or someone that you let stay in the home makes too much noise, then the landlord or prosecuting attorney can evict you.
- **Keep the home clean and in the condition that it was in when you rented it.** Normal wear and tear is fine.

## What is considered normal wear and tear?

Normal wear and tear happens when you use the property in a reasonable manner. For example, the carpet is worn from walking on it.

Your landlord CAN evict you for damages that happened because of unreasonable use, even if it was an accident. Examples include stained carpets or walls that are burned.

If you damage the apartment, your landlord can evict you, keep your security deposit, and sue you for the cost of repairs.

## Does the landlord have to make repairs?

No. Under oral and written leases, you take the home as is. This means that the landlord does not have a duty to give the home any additional maintenance or repairs unless the landlord agreed in writing.

You should ALWAYS look at the home before you sign a lease agreement.

You can ask the landlord to make repairs. If the landlord agrees, put that agreement in writing and keep it with your copy of the lease agreement. If the landlord makes repairs, then the repairs must be done well and must be done safely.

**Even if your home needs repairs or the landlord does not keep a promise to make repairs, continue to pay rent.** In Arkansas, you CANNOT stop paying rent for any reason. If you do not pay rent, you will be evicted

and the landlord may try to keep your personal belongings.

As a tenant, you must keep your home reasonably safe and clean. If you don't, then the landlord can choose to go into the home and make repairs. You will have to pay for these repairs.

If you think your home has health and safety problems, call the city housing inspector to find out if your home meets city building codes. If the home does not meet city building codes, then the home will be condemned and you will be required to move. Many towns do not have building codes.

## Take Your Belongings with You

When the lease ends, ALWAYS take your belongings with you. Do not leave anything, even for a day.

If you leave your property behind after your lease ends or you move out, the landlord may try to sell your property or throw it away. If your landlord puts your property in a storage unit, you will have to pay storage fees to get your belongings back.

## Domestic Abuse

If you are a victim of domestic abuse, a landlord CANNOT end your lease or refuse to lease to you because you are a victim. The landlord can refuse for other reasons.

With your landlord's permission, you can change the locks. You will have to pay to change the locks. You must give the landlord a key immediately after changing the locks.

A written lease cannot forbid you from calling the police or emergency services.

If the court orders the abuser to stay away from you, then your landlord can help. The landlord must choose to help. If the abuser lives in the same house as you, your landlord can evict that person or forbid that person from coming into the home.

## Mobile Homes

If you own a mobile home but rent the land that it is on, you can lose your mobile home if you do not pay rent and have stopped living in the mobile home.

If you do not live in your mobile home or pay rent for two months, then the landlord will send you a written notice.

After 30 days, if you have not removed the mobile home, the landlord can take it, sell it, and use the money to pay your rent.

## Commonly Used Terms

The following list defines words that are in most lease agreements.

If there is anything in the lease agreement that you do not understand, ask a lawyer what it means before you sign.

- Assignment – when you let someone take over the rest of your lease for you.
- Covenants – promises that you and your landlord make in the lease agreement. For example, you promise to pay rent.
- Default – not following and obeying the terms of the lease. For example, if you do not pay rent, you have defaulted on your lease agreement.
- Eviction – when the landlord uses the legal process to remove you from the home. You can be evicted if you have defaulted on the terms of your lease.
- Hold over – to keep possession of the home after the lease ends.
- Lessee – the person who rents a place to live. This person is also known as the tenant.
- Lessor – the owner of the property. This person is also known as the landlord.
- Lease – a written agreement between the person who owns the property and another person. A lease states use of the property for a specific period of time, for specific payments (like rent), and other terms and conditions.
- Premises – the home that you are renting may be referred to as the premises or property.
- Quiet Enjoyment – your right to use and enjoy the home without interference.

- Security Deposit – an amount of money given to the landlord that can be used to cover unpaid rent, damages to the property, or cleaning. This is also known as a damage deposit.
- Sublease – when you allow someone else to take over your lease for a certain period of time. After that time, you agree to take over the lease again.
- Surrender – to give up or return the property

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*The information and statements of law in this fact sheet should not be considered legal advice. This fact sheet is provided as a broad guide to help you understand how certain legal matters are handled in general. Courts may interpret the law differently. Before you take action, talk to an attorney and follow his or her advice. **Always do what the court tells you to do.***

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