

**Office of the  
Attorney General**

# **Landlord and Tenant Manual**



**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**

This manual is intended to help tenants and landlords better understand their rights and responsibilities under Idaho law. It is not a restatement of Idaho law or a substitution for professional legal advice.

The Attorney General's Office does not enforce Idaho's landlord-tenant laws and encourages tenants and landlords to consult with a private attorney when they have questions about their legal rights or options.

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.

Sincerely,

LAWRENCE G. WASDEN

Attorney General

# Table of Contents

<b>PURPOSE AND SCOPE OF MANUAL</b> .....	<b>1</b>
<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 .....	2
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.....	5
<b>LEASE AGREEMENTS</b> .....	<b>5</b>
THE DANGERS OF AN ORAL LEASE.....	6
TERMS A WRITTEN LEASE SHOULD INCLUDE .....	6
LEASE ADDENDUMS .....	7
IMPROPER LEASE PROVISIONS.....	7
RESTRICTIVE LEASE PROVISIONS .....	8
COSIGNING A LEASE .....	8
<b>MOVING IN</b> .....	<b>9</b>
TURNING ON THE UTILITIES AND OTHER SERVICES .....	9
THE MOVE-IN INSPECTION AND VIDEO .....	9
<b>THE TENANT’S RIGHT TO PRIVACY</b> .....	<b>10</b>
<b>MAINTAINING THE RENTAL PROPERTY</b> .....	<b>11</b>
THE LANDLORD’S DUTY TO KEEP THE PROPERTY SAFE AND HEALTHY .....	11
WHAT TO DO IF A LANDLORD WON’T MAINTAIN A RENTAL .....	12
<i>Notify the Landlord</i> .....	12
<i>Wait Three Days for Repair</i> .....	12
<i>Sue the Landlord</i> .....	13
<i>Attend the Trial</i> .....	13
<i>Enforce the Court’s Order</i> .....	13
<i>Recover for Personal Injuries</i> .....	13
THE TENANT’S RESPONSIBILITIES FOR SAFEGUARDING THE PROPERTY .....	13
WHAT TO DO IF A TENANT DAMAGE THE RENTAL.....	14
<i>Notify the Tenant</i> .....	14
<i>Allow Three Days for Repair</i> .....	15

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

<b>MANUFACTURED HOME RESIDENCY ACT.....</b>	<b>28</b>
WRITTEN LEASES .....	28
<i>Mandatory Lease Terms</i> .....	28
<i>Implied Lease Terms</i> .....	29
<i>Prohibited Lease Terms</i> .....	29
PARK RULES.....	30
RENT INCREASES .....	30
SECURITY DEPOSITS.....	30
LIABILITY OF THE LIEN HOLDER OR LEGAL OWNER OF A MANUFACTURED HOME FOR BACK RENT AND UTILITIES .....	30
REMOVAL OF A MANUFACTURED HOME .....	31
SALE OF MANUFACTURED HOME .....	31
RENEWAL OF THE LEASE .....	31
TERMINATION OF THE LEASE .....	31
TENANT’S RIGHTS AND REMEDIES .....	32
<b>STORAGE UNITS .....</b>	<b>32</b>
<b>APPENDIX A - IDAHO CODE SECTIONS.....</b>	<b>34</b>
AT-WILL TENANCY.....	34
FIXTURES – REMOVAL OF.....	34
LEASES.....	34
MANUFACTURED HOME PARKS.....	34
PROPERTY REPAIR ISSUES .....	35
SECURITY DEPOSITS.....	35
SMALL CLAIMS ACTIONS .....	35
TRANSFER OF PROPERTY .....	35
UNLAWFUL DETAINER .....	35
WASTE .....	36
<b>APPENDIX B .....</b>	<b>37</b>
PRE-RENTAL CHECKLIST.....	37
<b>APPENDIX C .....</b>	<b>43</b>
RENTAL MOVE-IN & MOVE-OUT CHECKLIST .....	43

## **PURPOSE AND SCOPE OF MANUAL**

The Attorney General's Office publishes this manual as a courtesy to Idaho's tenants and landlords. It outlines general guidelines about the parties' rights and responsibilities under Idaho law and is not a restatement of the law or a substitution for professional legal advice.

The Attorney General's Office does not enforce Idaho's landlord-tenant laws. Parties with questions about their legal rights should schedule a consultation with a private attorney.

### **BEFORE RENTING**

Choosing where to live is an important decision. For a landlord, deciding whether an individual will make a suitable tenant can be challenging. Considering the following factors may help the parties make more informed decisions before they commit to a lease.

**THE PRE-RENTAL CHECKLIST  
IN APPENDIX B WILL HELP  
DURING YOUR RENTAL SEARCH.**

### **EVALUATE THE NEIGHBORHOOD**

Investigate the neighborhood where 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 can charge. It is best to walk-away in situations where the landlord refuses to disclose upfront and in writing all of the costs involved in renting a property.

## **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 can set their own smoking, pet and other policies as long as they are not discriminatory under local, state or federal law.

### **! A NOTE ABOUT SUPPORT ANIMALS !**

Support animals, service animals and companion animals are not legally considered “pets,” and tenants are entitled to a support animal regardless of the landlord’s policy on pets. Call the Intermountain Fair Housing Council at 208-383-0695 for more information about specific issues related to support, service and companion animals.

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. Former tenants also post reviews on social media websites, the Better Business Bureau’s website or on business-review websites.

## **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, most landlords do check an applicant's income, employment and credit to verify the applicant can afford to pay the rent each month.

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.

**IMPORTANT!**

Landlords may not reject an applicant based 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, chronic alcoholism,



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.

**! HOUSING DISCRIMINATION COMPLAINTS !**

If you believe you have suffered discrimination while trying to rent a home or apartment, you can contact the [Idaho Commission on Human Rights](#).

## **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 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 a legal document that both parties should negotiate, read, understand and sign. 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. When a dispute between the parties arises, look first to the lease for a resolution.

## THE DANGERS OF AN ORAL LEASE

Idaho recognizes oral leases for tenancies lasting less than one year as long as the parties agree to all terms. The terms of an oral agreement, however, are difficult to prove. A written, signed lease avoids the problems of a “he said/she said” situation.

## TERMS A WRITTEN LEASE SHOULD INCLUDE

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

- 1. Contact Information.** The names, addresses and telephone numbers of the landlord or property management company, the property owner (if managed by a property management company), the tenant and the tenant’s emergency contact, maintenance and after-hours maintenance and any other important persons.
- 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 the landlord will hold the deposit and an explanation of how the landlord will use the deposit 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 is 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 attach addendums to the lease agreement to address specific policies (e.g., pets, parking, mold disclosure, etc). An addendum should be signed at the same time as the 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;

- limit the landlord's liability in situations that conflict with the duties and responsibilities that Idaho law imposes upon the landlord;
- allow the landlord to enter the rental unit without providing proper notice as provided by law or the lease agreement;
- require the tenant's security deposit to cover damages not caused by the tenant or the tenant's guests;
- 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;
- allow the landlord to seize a tenant's personal property if the tenant fails to pay rent.

## **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. Examples of restrictive lease provisions are 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 when the

potential tenant is young, lacks a credit history or does not meet minimum income requirements.

The cosigner's credit is impacted if the tenant stops paying rent, gets evicted or the landlord sends unpaid lease payments to a collection agency.

## **MOVING IN**

Before moving into the rental, the tenant should find out where to park, tour the community facilities, turn on the utilities and complete the move-in inspection.

## **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/satellite TV or 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 should inform the tenant about the shared meters before the tenant agrees to lease the property. If the tenant is responsible for paying the utilities, the parties should agree 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. If a defect is serious, the landlord should repair it before the tenant moves in.

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.

**THE RENTAL MOVE-IN/OUT CHECKLIST IN  
APPENDIX C HELPS TENANTS  
DOCUMENT THE RENTAL'S CONDITION  
AT MOVE-IN/OUT.**

Each party should keep a copy of the inspection checklist and the video/photographs. Many court disputes concern the condition of a rental property after a tenant moves out. A case without documents and photos is difficult to win.

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

Tenants have a right to privacy in their rentals. 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 for maintaining the rental property. The lease agreement should include these duties. Idaho law outlines additional responsibilities.

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

Landlords must maintain the rental to protect a tenant's safety and health. This means landlords must comply with city and county ordinances and state laws regarding housing conditions.

The following are examples of housing conditions that may violate local or state housing standards:

- 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.

## **WHAT TO DO IF A LANDLORD WON'T MAINTAIN A RENTAL**

The Attorney General's Office cannot assist tenants (or landlords) with property repair or maintenance issues. The process for forcing a landlord to repair the property is relatively simple. *Tenants who need legal assistance should talk to a private attorney.*

### **IMPORTANT!**

If you need a rental repair, follow this process!

### **Notify the Landlord**

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.

### **Wait Three Days for Repair**

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

## **Sue the Landlord**

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

## **Attend the Trial**

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

## **Enforce the 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.

## **Recover for 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.

## **WHAT TO DO IF A TENANT DAMAGES THE RENTAL**

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.

The following outlines the process for obtaining the tenant's compliance:

### **Notify the Tenant**

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.

## **Allow Three Days for Repair**

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.

## **Evict the Tenant**

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 or the presence of mold in the rental unit.

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

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 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. A utility company is not required to take action on a tenant's behalf.

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. Only public utilities are subject to this prohibition.

## **TOXIC MOLD CONCERNS**

Idaho does not have a government agency that regulates the inspection or abatement of toxic mold within rental property. 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.

## **PAYING AND COLLECTING RENT**

Landlords may restrict the form in which they accept rental payments, such as by certified check or cash. This is not an unlawful practice.

## **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.

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 12 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.

## **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 after proper notice. If a lease specifies a certain amount of rent for a set time period, such as \$1,200 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. Legal service isn't required, but the landlord should make sure the tenant actually receives the notice.



## **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**

Breaking a lease is like breaking a contract. Doing so results in legal consequences. A party who is considering breaking a lease should consult with a private attorney about their legal rights and options.

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.

## **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.

## **PROPERTY MANAGEMENT COMPANIES**

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.

A property management company 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 and form 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.

## **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 should participate in the move out inspection, and both parties should document the inspection in writing and through video or photographs.

**THE RENTAL MOVE-IN/OUT CHECKLIST IN  
APPENDIX C HELPS TENANTS  
DOCUMENT THE RENTAL'S CONDITION  
AT MOVE-IN/OUT.**

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 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. If a tenant is unsure whether a fee is a deposit or rent, the tenant should ask the landlord before signing the lease.

### **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. Landlords should avoid using deposits to pay for ordinary wear and tear. Examples of wear and tear versus damage or excessive filth include:

<b>Ordinary Wear &amp; Tear (Landlord's Responsibility)</b>	<b>Damage &amp; Excessive Filth (Tenant's Responsibility)</b>
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
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.

## **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 to 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**

The Idaho 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.

## 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. The Attorney General's Office cannot advise landlords about eviction matters.

### RETALIATORY 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. Eviction forms are available through the [Idaho Court Assistance Office's Self Help Website](#).

#### 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 cure the illegal activity.
- c. 30-Day Written Notice.** When terminating a tenancy-at-will, a 30-day written notice is permissible.
- 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 21 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 rental the landlord should file an eviction complaint and obtain a court order allowing the landlord to remove the property. The landlord should ask the court's permission to sell the property to cover the costs of removal and storage or to pay any back rent.

Idaho law does not provide for a landlord's lien on the tenant's property, but a lease may include such a provision. 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**

The Manufactured Home Residency Act establishes rights and responsibilities on the part of manufactured home park owners and manufactured home 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 MANUFACTURED HOME FOR BACK RENT AND UTILITIES**

Idaho law does not specifically provide for the creation of a lien on the manufactured 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 manufactured home to notify the park owner in writing of any secured or legal interest in the manufactured home.

If a tenant becomes 60 days behind in rent or if the tenant abandons the manufactured home, the park manager must notify the lien holder or legal owner of responsibility for any

such costs incurred for the manufactured 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 MANUFACTURED HOME**

A manufactured home may not be removed from the manufactured 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 MANUFACTURED HOME**

A park owner may sell a manufactured 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 manufactured 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 manufactured 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 written rental agreements that contain 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**

### **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.

### **MANUFACTURED 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?			



## 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
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

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.

**LAWRENCE G. WARDEN**

Office of the Attorney General • State of Idaho  
Consumer Protection Division

P.O. Box 83720 • Boise, ID 83720-0010

954 W. Jefferson St., 2<sup>nd</sup> Fl. • Boise, ID 83702

(208) 334-2424 (local) • (800) 432-3545 (in Idaho)

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