



Consumer Protect

Office of the Attorney General
State Of Arkansas

WHAT YOU SHOULD KNOW ABOUT LANDLORD/TENANT RIGHTS

Tenants have very few rights under current Arkansas law. The following information will tell you what limited rights you do have. This information applies only to privately owned rental units and not to government subsidized housing.

When you rent a house or apartment, you usually agree to take it "as is". This means that the landlord does not have to provide additional maintenance to the dwelling. There are, however, city building codes to protect your health and safety. If you have health or safety problems with your dwelling, contact the City Housing Inspector to find out if your landlord has violated housing codes.

The landlord may not have to make repairs to your dwelling unless there is an agreement to do so, either written or oral, that can be proven. Such agreements should be made in writing.

If a landlord does not live up to his end of the bargain or do what he says he will do, the tenant should still pay rent. Tenants may have some recourse such as going to small claims court, renegotiating the terms of your lease agreement, moving or seeking the advice of a private attorney.

Both oral and written lease agreements are binding. In most cases it is better to have a written agreement so there are no misunderstandings about each party's responsibilities.

If you plan to move and have an oral lease agreement, you must give one rental period's notice, before the next rent is due.

If you plan to move and have a written lease agreement, you must give notice according to the provisions of your lease.

If you plan to sublease your apartment or house, you must settle with the landlord, and obtain written directions from him or her stating the amount of rent that can be collected.

If a landlord is going to raise your rent, he must give you one rental period's notice in writing for an oral lease agreement or abide by the terms of a written lease.

A security deposit law gives tenants added protection when leasing a residential dwelling. This law applies only to landlords who rent six or more dwellings and contains the following provisions:

If you are required to pay a security deposit, you cannot be charged in excess of two months rent. For example, if your rent is \$200 a month, a landlord cannot require a security deposit of more than \$400.

When you move, the landlord must return your security deposit within 30 days. The landlord may, however, deduct from the security deposit any damages made to the dwelling or any past due rent.

If the landlord deducts from your security deposit an amount to cover damages or unpaid rent, he must give you a written, itemized list of the charges withheld within 30 days of the time you vacate.

A landlord may withhold the entire amount of the security deposit for damages or unpaid rent. He must give you a written, itemized list of the charges withheld within thirty (30) days of the time you vacate.

In Arkansas, a landlord may give notice of termination for any reason. Even if you are a model tenant—quiet, paying your rent on time and keeping your apartment clean—your landlord can refuse to renew your lease. He must give you one rental period's notice if you have an oral lease, or give notice according to the terms of the written lease if you have one. (The only exception is for non-payment of rent in which case eviction procedures may take place.)

Failure to pay rent or to pay rent on time, for any reason, is grounds for eviction.

There are two types of eviction procedures a landlord can use to get you to move: "unlawful detainer" (a civil eviction) and "failure to vacate" (a criminal eviction).

If a landlord uses the "unlawful detainer" method of eviction, he must give you three (3) days written notice to vacate. If you do not leave, the landlord can sue by filing a complaint against you in court. After you receive a summons to appear in court, you have five (5) days to object in writing to the eviction. If you do not file an objection you can be removed from the dwelling by the Sheriff. If you do object, a hearing will be scheduled to determine your right to possession of the property.

If a landlord uses the "failure to vacate" method of eviction, he must give you ten (10) days written notice. This method of eviction applies only to non-payment of rent. If you do not leave the premises within ten (10) days, you can be charged with a misdemeanor. You would then be required to appear in court where you could be fined up to \$25 for each day you remained in the dwelling after being given the ten (10) day notice to vacate.

A landlord is not permitted to change the locks on your doors, move your furniture out, turn off your utilities or use any other "self-help" method of eviction or harassment to get you to move.

Additionally, Arkansas landlord/tenant law states that upon the voluntary or involuntary termination of any lease agreement, all property left in the dwelling by the tenant will be considered abandoned, and may be disposed of by the landlord as the landlord sees fit and without recourse by the tenant. All property left on the premises by the tenant is subjected to a lien in favor of the landlord for the payment of all sums agreed to be paid by the tenant.

Discrimination is another issue which Arkansas tenants may experience. A new federal housing law protects tenants from some acts of discrimination at apartments. In September 1988, amendments to the Fair Housing Act were enacted into law to take effect March 20, 1989, (Pub. L. No. 100-430, 102 Stat. 1619). The Act prohibits discrimination in any residential real estate-related transaction. The new law includes the following provisions:

Bans residential discrimination based on race, color, religion, gender, handicap, familial status or national origin;

Bars advertisements and publications that indicate or intends any preference, limitation, or discrimination (e.g., adults only in a particular complex or section);

Prohibits discrimination in the terms or conditions of the sale or rent of a dwelling;

Bans discriminating against any person because of race, color, religion, gender, handicap, marital status or national origin in the use of facilities associated with the dwelling;

Forbids discriminatory assignment of a person to a particular section of a complex or development or to a particular floor of a building.

Always read a lease agreement before signing and keep a copy for your files. If you have questions about your rights under Arkansas landlord/tenant laws, seek legal advice.