

# Montana Tenants' Rights & Duties Handbook

## Forward/Disclaimer:

The Montana Legal Services Association developed this handbook to help residential tenants understand and exercise their rights and responsibilities under the Montana Residential Landlord and Tenant Act. This handbook is intended to provide general guidance only. It is not a substitute for the advice of an attorney.

## What Is This?

This is a handbook for residential tenants to learn more about their rights and duties under Montana law. As mentioned below, this handbook does not apply to all tenants.



## Who Can Use This Handbook?

If you are a residential tenant who leases or rents a house, apartment, or mobile home from someone else, this handbook was designed for you.

**Note:** If you own your own mobile home and are only renting the lot, different laws apply and this handbook is not right for you. This handbook also does not cover:

- Commercial rentals (including renting space for a business);
- Rent-to-own agreements;
- Fraternity or sorority houses;
- Temporary stays at hotels or motels;
- Condominium owners or holders of a proprietary lease in a cooperative;

- Commercial or agricultural rental agreements;
- Halfway houses or other residences related to detention;
- Housing that is provided as part of a job;
- Public or private residences that provide tenants with services including medical, geriatric, counseling, religious, educational, or other similar service (including all housing provided by the Montana university system and other postsecondary institutions);
- Members of a social or fraternal organization who rent part of a building that is operated for the benefit of the organization; or
- Rental agreements giving hunting, fishing, or agricultural privileges with the rental (for example, hunting lodges).

This handbook does not cover all of the rights and remedies available to tenants who receive government assistance for their rental, such as public housing or Section 8 voucher programs. Montana law still applies to these types of tenancies, but those tenants also have extra protections under federal law that are not addressed in this handbook. For more information about public housing and subsidized housing, visit [www.MontanaLawHelp.org](http://www.MontanaLawHelp.org).

### **Where Can I Get More Information?**

The laws of Montana are called the Montana Code Annotated or “MCA.” This handbook is based on the Residential Landlord and Tenant Act of 1977, which you can find in Title 70, Chapter 24 of the Montana Code Annotated. An easier way to write this law is § 70-24-101, MCA. The symbol “§” means section. You can also write a law as Section 70-24-101, MCA. You can find the MCA at your local library or on the Montana State Law Library website at [www.lawlibrary.mt.gov](http://www.lawlibrary.mt.gov). Click on the “Laws” option near the top of the website and then click on “MCA.”

## Warning:

This handbook is not designed to cover all possible situations where a tenant might need legal advice about a rental. The handbook is merely a guide to the general rights and responsibilities of a tenant. Please read the “Who Can Use This Handbook?” section of this handbook carefully to make sure this handbook applies to your situation. Please consult an attorney or tenant association to ensure all the legal requirements have been met if you plan to:

- Terminate your lease;
- Withhold rent;
- Make repairs and deduct;
- Sue your landlord; or
- Take other serious action based on what you have read in the Montana Code Annotated or this handbook.

It is a good idea to talk to a lawyer if you have **any** questions. If you end up in court and win, you may be able to get the landlord to pay your attorney’s fees. However, if you end up in court and lose, the court may make you pay for the landlord’s attorney’s fees. This may be true even if your rental agreement says something different. See Section 70-24-442, MCA.



## Where Can I Get Legal Help?

These organizations may be able to help you:

- **Montana Legal Services Association (MLSA)** gives free legal help to low-income people. To find out if you qualify for MLSA, call the MLSA HelpLine at 1-800-666-6899.
- **The State Bar Lawyer Referral and Information Service (LRIS)** refers people to Montana lawyers who might be able to help. Call LRIS at 1-406-449-6577.
- **The State Law Library** can help you find and use legal resources such as books, forms, and websites. You can visit the Law Library website at

[www.lawlibrary.mt.gov](http://www.lawlibrary.mt.gov). Or you can contact a Reference Librarian at 1-406-444-3636 or by email at [mtlawlibrary@mt.gov](mailto:mtlawlibrary@mt.gov).

**Note:** There may be forms available to help you with rental concerns. You can find form letters and housing pleading forms that can help you with security deposit issues, eviction, and other topics. Visit [www.lawlibrary.mt.gov](http://www.lawlibrary.mt.gov) and click on the “Forms” option near the top of the page to find forms that can help you write letters or court documents. You can also visit [www.MontanaLawHelp.org](http://www.MontanaLawHelp.org) for more information and access to forms.

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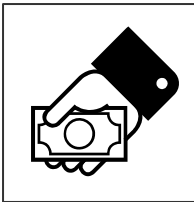
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## Section One: Rights of a Tenant

### Right # 1 - Right to know the name of the person responsible.

- Section 70-24-301, MCA -

You have the right to know the name and address of the person who is managing the rental property. You also have the right to know the name and address of the owner of the rental property (or the person the owner has designated to accept notices and demands from tenants). You have the right to get this information in writing before or when you start renting the rental property. You have the right to receive updates in writing when this information changes.



If your landlord does not give you this information, then you can treat the person that you rent the property from as your landlord. This may be the person that accepts your rental payments. This is also the person who is responsible for performing all of the obligations of the landlord under the rental agreement and under Montana law.

### Right # 2 - Right to possess the rental.

- Sections 70-24-302 and -405, MCA -



You have a right to possession of the rental as soon as your rental agreement starts. It is the landlord's responsibility to physically make the rental available to you at that time. If someone else remains in possession of the rental when your rental agreement is supposed to start, it is the landlord's responsibility to have that person move or bring a lawsuit against that person for wrongful possession.

You do not have to start paying rent until you actually get possession of the rental. If you do not get possession, you have two options. You can either:

- 1) Give the landlord five days written notice that you are ending the rental agreement. Then the landlord must return any rent and security deposit that you paid;

**OR**

- 2) Demand that the landlord make sure that you can take possession of the rental. You can also file a lawsuit against the landlord or the person that is wrongfully in possession of the rental. If you win the lawsuit, the court can award you money for any actual damage that you suffered. If the court finds that the landlord's actions were on purpose or not in good faith, the court may make the landlord pay up to three months' rent or three times the actual damages you suffered because you could not take possession of the rental as promised, whichever amount is larger.

### **Right # 3 - Right to have the landlord maintain the rental property.**

- Section 70-24-303, MCA -

The law requires the landlord to maintain the rental property. The landlord must:



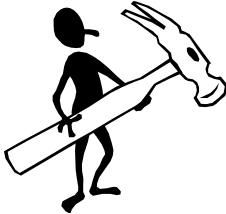
- Make sure the rental property meets all applicable building and housing codes that affect your health and safety;
- Not allow any tenant or other person to act on the rental property in a way that creates a reasonable chance that the rental property may be damaged or destroyed or that neighboring tenants may be injured by any of these crimes:
  - ▶ Criminal production or manufacture of dangerous drugs;
  - ▶ Operation of an unlawful clandestine laboratory; or
  - ▶ Gang-related activities.
- Make repairs and do whatever is necessary to put and keep the rental property in a fit and habitable condition;
- Maintain all common areas in a clean and safe condition;



- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances. This includes elevators that are supplied or required to be supplied by the landlord;
- Provide and maintain appropriate containers and conveniences for the removal of ashes, garbage, rubbish, and other household waste and arrange for their removal, unless otherwise provided in the rental agreement;
  - ▶ The landlord and tenant of a one-, two-, or three-family rental may agree in writing that the tenant perform this duty.
- Supply running water and reasonable amounts of hot water at all times;
  - ▶ The landlord and tenant of a one-, two-, or three-family rental may agree in writing that the tenant perform this duty.
- Supply reasonable heat between October 1 and May 1; and
  - ▶ The landlord and tenant of a one-, two-, or three-family rental may agree in writing that the tenant perform this duty.
- Install an approved carbon monoxide detector and smoke detector in each rental under the landlord's control.
  - ▶ At the start of the rental agreement, the landlord must make sure that the carbon monoxide detector and smoke detector in the rental are in good working order.
  - ▶ An approved carbon monoxide detector is a device that detects the presences of carbon monoxide and emits an alarm at elevated levels of carbon monoxide.
  - ▶ An approved smoke detector is a device that detects visible or invisible particles or combustion.
  - ▶ The carbon monoxide detector and smoke detector must also have a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly.

- ▶ The landlord is not liable for damages caused by the failure of the carbon monoxide detector or smoke detector.

### Can the landlord require me to make repairs?



The general rule is that the landlord cannot require you to make repairs. The law allows you and the landlord to agree that you will make certain repairs, or do certain maintenance tasks or remodeling only if:

- Your rental is part of a one-, two-, or three-family rental property;
- The agreement is:
  - ▶ In writing;
  - ▶ Signed by you and the landlord;
  - ▶ A separate document from the rental agreement; and, specifically states the tasks for which you are responsible;
- The agreement is supported by adequate consideration, which means that both parties must receive some benefit from the agreement.
  - ▶ For example, if you agree to fix the leaky roof, then the agreement would specify what benefit you will receive for doing that task which would normally be the landlord's responsibility.

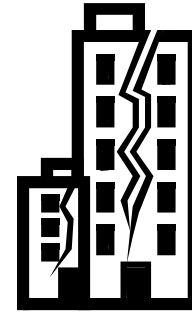
The law also requires that:

- The agreement is entered into in good faith with honest intentions and not just because the landlord is trying to avoid the landlord's obligations under the law;
- If construction of the rental was completed after July 1, 1977, the rental must already be in compliance with the building and housing codes that affect health and safety; and
- The agreement does not reduce the responsibilities of the landlord to other tenants in the rental property.

## What if the landlord does not make repairs that are necessary?

- Section 70-24-406, MCA -

If the maintenance problem affects your health and safety, you can choose between the following two remedies:



- 1) *End the Rental Agreement If the Landlord Does Not Fix the Problem.* You can deliver a written notice about the problem to the landlord. The written notice must include:

- ▶ A statement telling the landlord what repairs or maintenance the landlord is required to perform but is not performing; and
- ▶ A statement that if the problem is not fixed within 14 days, the rental agreement will end on a date at least 30 days after you gave the landlord notice. If the problem has created an emergency, you only have to give the landlord three working days to fix the problem. For emergency conditions, you must tell the landlord in the notice you will end the rental agreement immediately if the problem is not fixed in three working days.

If you have given the landlord a written notice of the same problem within the last six months, you do not have to give the landlord another chance to fix the problem. You can end the rental agreement by giving written notice that states that you have provided written notice on this same problem within the last six months and that you are ending the rental agreement at the end of 14 days.

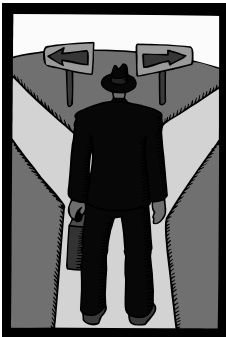
**Important:** If you, a member of your family, or any other person on the rental with your consent caused the maintenance problem, you may not end the rental agreement because of that problem.

**OR**

- 2) *Repair and Deduct.* First you must give the landlord written notice of the problem and give the landlord a reasonable amount of time to repair the

problem. Then, if the landlord does not make the repairs and the cost of repairs for the problem are less than what you pay for one month's rent, you can make the repairs and subtract the costs of the repairs from the rent that you pay next month. The law does not specifically say how much time is "reasonable" to make a repair. It would depend on the kind of repair needed. If the problem has created an emergency and the landlord has not made the repairs within a "reasonable" time, you can have the emergency repairs done as long as they do not cost more than one month's rent. You must have the emergency repairs done by someone qualified to make the repairs. For example, if your heater breaks in the winter and the landlord does not fix it quickly, you can have a qualified repairman fix it as long as the repair will not cost more than one month's rent. Then, you can deduct the cost of the repair from your next month's rent.

### **Can I end the rental agreement AND repair and deduct?**



You must decide to either end your rental agreement OR repair and deduct the amount of the repair from the rent. You cannot do both. Regardless of which option you choose, you can also file a lawsuit, asking the court to award you any actual damages you suffered from the landlord's failure to make repairs. In your lawsuit, you can also ask the judge to order the landlord to make the repairs.

### **Can I go to court to force the landlord to make repairs?**

Yes. This can be a good option if you want to stay in the rental but the costs of repairs are more than one month's rent. Even if the repairs are less than one month's rent, you can still take the landlord to court to make the landlord make the repairs instead of doing it yourself.

This is also an option for dealing with repairs that do not affect your health or safety. If the landlord refuses to make repairs that the landlord is required to make under the law,



but not making the repairs does not affect your health or safety, you can take the landlord to court to have the court force the landlord to make the repairs.

#### **Right # 4 - Right to “essential services.”**

- Section 70-24-408, MCA -



You have the right to have heat, running water, hot water, electric, gas and other essential services in your rental. The landlord is required to make sure that you have access to these essential services in your rental.

If the landlord fails to provide an essential service to your rental, your first step is to provide the landlord with written notice that you no longer have access to a specific essential service. After giving the landlord written notice, you must allow the landlord a reasonable amount of time to fix the problem keeping you from having essential services in your rental. The law does not specify what amount of time is “reasonable.” If the landlord does not fix the problem within a reasonable time, you have several remedies to choose from:

- 1) *Repair and Deduct.* If it costs less than one month’s rent, you can buy reasonable amounts of heat, hot water, running water, electricity, gas, or other essential service for the time that the landlord does not fix the problem. You can then deduct the amount you have spent getting the essential service from your next month’s rent before paying the landlord;

**OR**

2) *Alternate Housing*. You can decide to live somewhere else until the landlord fixes the problem. If you move somewhere else while the landlord fixes the problem:

- ▶ You *will not* have to pay the rent during the time that you do not live in the rental;
- ▶ You *may* have to pay whatever the cost is for the place that you live in while you are not living in the rental. You can ask your landlord to pay the cost for this alternate housing, but the law does not specifically require the landlord to pay it.

**OR**

3) *Diminution in Value*. You can continue to live in the rental without the essential services and file a lawsuit against the landlord. In the lawsuit, you will ask the court to determine what the value of the rental is without whatever essential service is missing from the rental. The value determined by the court will be the value that you will be expected to pay for the rental for the time that the rental did not have the essential service and the landlord knew that the rental did not have the essential service.

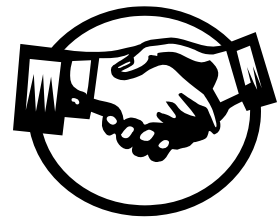
**Note:** If you, a member of your family, or any other person on the rental with your consent caused the lack of essential service you do not have the right to any of these remedies for loss of essential services.

**Important:** You must choose between the remedies offered for loss of essential services and the remedies for the landlord's failure to provide maintenance of the rental property described in the previous section. You cannot use both.

### **Right # 5 - Right to join resident associations.**

- Section 70-24-314, MCA -

You have the right to become a member of a resident association. A resident association has the right to elect



officers of the association at a meeting where a majority of the members are present. All residents have a right to attend association meetings.

**Right # 6 - Right to live in a rental that has no serious fire or casualty damage.**

- Section § 70-24-409, MCA -



If the rental or the rental property is seriously damaged or destroyed by fire or casualty, you can either:

- 1) Immediately move out of the rental and give the landlord written notice within 14 days that you have moved out and are ending the rental agreement. If you choose this option, the rental agreement will have ended on the date you moved out of the rental. The landlord must return your security deposit minus any lawful deductions and any unused rent that you paid;

**OR**

- 2) Continue living in the rental but move out of the parts of the rental that can no longer be used because of the damage. This is only an option if it is still lawful to live in the rental with the damage. If you choose this option, the landlord has to reduce your rent to reflect the lower value of the rental.

**Note:** You cannot use these options if the fire or casualty damage is caused by you, your family or your guests.

**Right # 7 - Right to live in a rental free of unlawful or unreasonable entry by the landlord.**

- Section 70-24-410, MCA -

The landlord cannot:

- Unlawfully enter your rental; or



- Lawfully enter (or make demands to enter) your rental:
  - ▶ In an unreasonable way; or
  - ▶ Repeatedly, unreasonably harassing you.

If the landlord does not follow these rules, you can either:

- 1) File a lawsuit against the landlord in court and ask the court to stop the landlord from continuing this behavior;

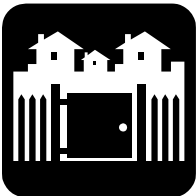
**OR**

- 2) End the rental agreement.

Regardless of which remedy you choose, you can also ask the court for any damages you suffered because of the landlord's actions.

### **Right # 8 - Right to not be kept from the rental by the landlord.**

- Section 70-24-411 and -428, MCA -



The landlord cannot:

- Unlawfully remove or exclude you from the rental; or
- Keep the heat, running water, hot water, electricity, gas or other essential service from your rental.

Even if you are behind on the rent, the landlord cannot lawfully change your locks or shut off your utilities. If the landlord does so, you can file a lawsuit against the landlord. If you win the lawsuit, the court can order the landlord to pay you up to three months' rent or three times the amount of the actual damage you suffered, whichever is larger.



## Right # 9 - Right to live free of the landlord's retaliation.

- Section 70-24-431, MCA -

The landlord cannot punish or retaliate against you for:

- Complaining of a health or safety violation to a government agency that enforces the codes;
- Complaining in writing to the landlord about the landlord not maintaining the rental property or making repairs; or
- Becoming a member of or organizing a tenant's union or similar organization.

The three tenant actions listed above are the only actions that are specifically protected by Montana law.

If you take one of the above actions, the landlord cannot retaliate against you by increasing your rent, decreasing services to your rental, or filing or threatening to file a lawsuit against you in court for eviction. If the landlord does any of these actions within six months after you have done one of the three things listed above, the court will assume the landlord is retaliating against you. The court will allow the landlord the opportunity to prove that there was no retaliation.



If the landlord violates the anti-retaliation law, you have these options:

- End the rental agreement and move out;
- OR**
- Continue living in the rental under the terms of your rental agreement;
- AND**
- File a lawsuit against the landlord and ask the court to make the landlord pay you up to three times the monthly rent or three times your actual damages because of the landlord's retaliation;

**AND**

- If the landlord files an eviction lawsuit against you, you can raise retaliation as a defense, claiming that the landlord cannot evict you because he or she is only seeking your eviction because of your protected actions as described above.

These anti-retaliation remedies are not available to you if:

- You or your family or guests caused the violation of the building or housing code;
- You are behind in rent; or
- The landlord has asked you to leave because the landlord must alter, remodel or demolish the rental in a way that would not allow you to live there in order to comply with the building and housing codes.

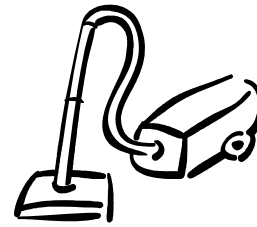
## Section Two: What a Tenant Must Do

### Duty # 1 – Duty to maintain the rental.

- Section 70-24-321, MCA -

To maintain the rental, you must:

- Obey any building and housing codes that deal with health and safety;
- Keep the rental reasonably clean and safe;
- Dispose of all waste in a clean and safe way;
- Keep all plumbing in the rental clean;
- Use facilities and appliances reasonably;
- Use all parts of the rental reasonably;
- Act (and make your guests act) in a way that does not disturb other tenants' peaceful enjoyment of their rentals and common areas;
- Not (and not allow others to) destroy, deface, impair or remove the any part of the rental;



- ▶ If you or your guests cause the destruction or damage of the rental, the landlord may give you a three day written notice of violating this duty. For the notice to be proper it must be in writing. The notice must explain what damage you have done to the rental and that the rental agreement will end three days after you get the notice. The law is not clear about whether you have the right to fix the problem within those three days to avoid eviction. If you prefer to fix the problem within three days rather than to move, talk to the landlord. If you do not work something out with the landlord or move out at the end of the three days, the landlord may file a lawsuit in court for possession of the rental property. If the landlord wins in court, then you will be evicted from the rental.



- Not criminally produce or manufacture dangerous drugs, operate a clandestine laboratory, or participate in gang-related activities on the rental property (and not allow others to do so);
  - ▶ If you are arrested for or charged with one of these crimes, the landlord may give you a three day written notice of violating this duty. The landlord can end the rental agreement at the end of the three days.
- Obtain the landlord's consent in writing before running any kind of business from your rental.
  - ▶ The landlord cannot unreasonably withhold consent as long as the limited business or cottage industry is maintained within the landlord's reasonable rules, and within the covenants that apply to the subdivision, if any.

### **Can the landlord end the rental agreement if I do not maintain the rental?**

Yes. If you fail to maintain the rental the landlord may provide you with written notice of that violation and possibly end your rental agreement. The number of days on the notice depends on the type of maintenance that you fail to perform. For destruction of the rental or being charged or arrested with the crimes given in the list above, the landlord can give a three day notice. For all of the other maintenance duties in the above list the landlord is required to give you 14 days' notice to fix the violation or move out. For the notice to be proper it must be in



writing. The notice must explain what duty you have violated. The notice must also state that the rental agreement will end 14 days after you get the notice if you do not fix the violation. If you do not move out or fix the violation at the end of the 14 days, the landlord may file a lawsuit in court for possession of the rental property. You will have the opportunity to appear in court to fight the eviction. But if the landlord wins in court, you will be evicted from the rental.

If you commit a violation of this duty within six months of receiving proper written notice of the same type of violation, the landlord does not have to allow you to fix the violation. The landlord may give you written notice that the rental agreement will end five days after you receive the notice. For the notice to be proper it must:

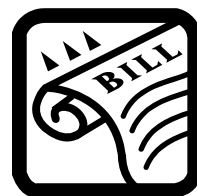
- Be in writing;
  - Explain what duty you have violated;
  - State that you have been given written notice of violating this duty within the last six months; and
  - State that the rental agreement will end five days after you get the notice.
- If you do not move out at the end of the five days, the landlord may file a lawsuit in court for possession of the rental property. You will have an opportunity to appear in court to fight the eviction. If the landlord wins in court, then you will be evicted from the rental.

### **Can the landlord make repairs for me and charge me for the repairs if I do not maintain the rental?**

- Section 70-24-425, MCA -

Yes. If you fail to do one of the maintenance duties described above, and your failure affects someone's health and safety, the landlord has the right to enter and complete that duty for you.

The landlord must provide you with proper written notice of the duty that you are not performing and that you have 14 days after receiving the notice to perform the duty. **[Note:** If it is an emergency, the landlord does not have to give you the 14-day notice, and can ask you to perform the duty immediately.] If you do not perform the duty within the 14 days (or immediately, if it is an emergency), the landlord may enter and get the work done. The landlord can then bill you for the actual and reasonable cost of the work. The landlord can give you an itemized bill that



will be due on the next date that rent is due. The amount of the bill will be considered part of your rent for that month.

### **Duty # 2 – Duty to allow the landlord to enter the rental.**

- Sections 70-24-312 and -424, MCA -

You must let the landlord onto the rental property when the landlord has a good reason, such as to:

- Inspect the rental;
- Make repairs, decorations or alterations, or improvements;
- Supply necessary or agreed services; or
- Show the rental to possible purchasers, mortgagees, tenants, workmen, or contractors.

Unless there is an emergency, the landlord must give you at least 24 hours' notice of any plan to enter the rental and can only enter the rental at reasonable times. In an emergency, the landlord can enter the rental without your consent.

The landlord cannot abuse the right of access to the rental or use it to harass you. See Right # 7 on page 15 for more information.

### **What if I deny access to the landlord?**



If you unreasonably deny the landlord access to the rental property, the landlord must first give you proper written notice of denying reasonable access to the rental property. For the notice to be proper it must be in writing and it must explain that you unreasonably denied the landlord access to the rental property. The notice must also state that the rental agreement will end in 14 days after you get the notice if you do not provide reasonable access to the landlord.

If you do not provide access, the landlord can choose to either:

- File a lawsuit in court to ask the court to make you allow access to the rental property; or
- End your rental agreement.

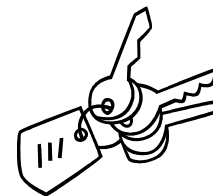
Regardless of which remedy the landlord chooses, the landlord can also ask the court to make you pay the landlord for any damages the landlord suffered because you unreasonably denied the landlord access to the rental property.

If the landlord decides to end your rental agreement and you do not move out at the end of the 14 days, the landlord may file a lawsuit in court for possession of the rental property. If the landlord wins in court, then you will be evicted from the rental. Under some circumstances, the court can also order you to pay the landlord a penalty for staying beyond the date in the landlord's notice, and to pay the landlord's attorney fees. If you win in court, the landlord may have to pay your attorney fees, if you have an attorney. See Duty #7 on page 28 for more information.

### **Duty # 3 – Duty to provide the landlord with keys to locks.**

- Sections 70-24-312 and -424(2), MCA -

You may not remove any locks or replace or add a different lock without the landlord's written permission. If you do remove, replace or add locks, you must provide the landlord with a key so that the landlord's right of access is preserved.



If you do not give the landlord keys to the new locks, the landlord must first give you proper written notice of changing the locks without providing keys to the landlord. For the notice to be proper it must be in writing. The notice must explain that you changed the locks without providing keys to the landlord and that the rental agreement will end 14 days after you get the notice if you do not provide the new lock keys to the landlord.

If you do not provide the keys to the landlord, the landlord can choose to either:

- File a lawsuit in court to ask the court to make you give the landlord keys;  
or
- End your rental agreement.

If the landlord decides to end your rental agreement and you do not move out at the end of the 14 days, the landlord may file a lawsuit in court for possession of the rental property. If the landlord wins in court, then you will be evicted from the rental.

#### **Duty # 4 – Duty to follow the landlord’s reasonable rules.**

- Section 70-24-311, MCA -

A landlord may adopt a rule about your use of the rental property. A rule is enforceable against you, only if:

- The rule is in writing;
- The rule is given to you and any other tenant on the rental property, and to each new tenant on the rental property upon arrival;
- The purpose of the rule is to promote the convenience, safety, or welfare of people living on the rental property, preserve the landlord's property from abusive use, or make access to services and facilities fair for all tenants;
- The rule is related to its purpose;
- The rule applies to everyone living in the rental property in a fair way;
- The rule is explained so that you are fairly informed of what you must or must not do to follow the rule;
- The rule is not for the purpose of allowing the landlord to avoid the landlord’s duties; and
- You have notice of the rule at the time that you enter into the rental agreement or when the rule is first in effect.





If the rule is adopted after you enter into a rental agreement and the rule makes a major change in the rental agreement, the rule is not valid until:

- Seven days after the landlord gives you written notice, if the rental is week-to-week; or
- 30 days after the landlord has given you written notice, if the rental is month-to-month.

### **Duty # 5 – Duty to not move out of the rental before the end of the rental agreement.**

- Section 70-24-426(3), MCA -



Your rental agreement is a contract between you and the landlord. Basically, you are agreeing to pay the landlord so much a month in exchange for the landlord letting you live in the rental. You must uphold your end of the bargain, and the landlord must uphold his or her end. If you move out or stop paying rent before the end of the rental agreement, you may still be responsible for all of the rent until the end of the rental agreement. This may be true even if you do not live there anymore.

### **What happens if I move out early?**

If you move out early from the rental, the landlord must try to re-rent the rental at a fair price. If the landlord re-rents the rental before the end date of your rental agreement, your rental agreement ends on the day the rental agreement with the new tenant begins. You are responsible for the rent from the time you move out, until the time the new tenant moves in. If the landlord does not try to re-rent the rental at a fair price, the rental agreement ends on the day the landlord first had notice that you left the rental. Then, you are only responsible for rent for the time that you lived there.



The landlord can also just decide to accept that you left the rental and end the rental agreement on the day he first noticed that you had left the rental.

### **Can I sublet the rental?**

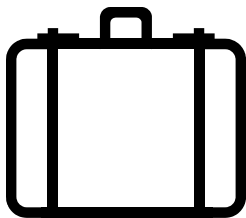
- Section 70-24-305, MCA -



If you want to sublet your rental, you must get the written permission of the landlord. If you sublet the rental without the written permission of the landlord, you are violating your duties under the rental agreement. Your landlord can take you to court for violating the agreement.

### **What happens to personal property left in the rental after I leave?**

- Section 70-24-430, MCA -



If you move out of the rental and leave your personal property behind, the law allows the landlord to seize your belongings under certain circumstances. If the landlord reasonably believes that you have abandoned personal property left in the rental and it has been at least five days since the landlord realized that you abandoned the property, the landlord can remove the property from the rental.

When the landlord removes the property from the rental, the landlord must inventory and store all of the property somewhere safe. The landlord may bill you for storage costs, labor to move the belongings, and other costs involved with moving the property to storage.

After seizing your property, the landlord must:

- Make a reasonable attempt to notify you in writing that the landlord has your property and that you must come get it;
- Notify law enforcement that the landlord has the property;

- Try to find out if someone else has an ownership interest in the property; and
- Send a notice by certified mail to your last-known address. The notice must say that the landlord will dispose of the property if not removed within a specific time. That specific time cannot be less than 15 days after the landlord mailed the notice to you. The landlord can require you to pay the reasonable or actual costs of removal and storage of your property before the landlord releases it to you, but the landlord cannot require you to pay whatever rent you may have left owing.

If you get the written notice sent by your landlord that the landlord has your property and that you need to come get it, you must respond to the landlord in writing on or before the day given in the notice from the landlord. You then have seven days from the day the landlord gets your letter to collect your property, or the property will be declared abandoned and the landlord can dispose of it.

After the landlord follows the steps above, if you do not pick up your belongings within the specific time given in the notice, then the landlord can then dispose of your property by:

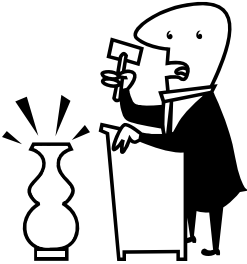
- Selling all or part of the property at a public or private sale; or
- Destroying or disposing of all or part of the property.

The landlord can only do this if the landlord believes that the value of the property is so low that the cost of storage or sale would be larger than the value of the property.



The landlord is not responsible for any loss or damage to your property because of the storage unless the landlord caused the loss or damage on purpose, or through the landlord's carelessness.

If the landlord follows the procedure above and has the public or private sale, the landlord may subtract the reasonable costs of notice, storage, labor, and sale

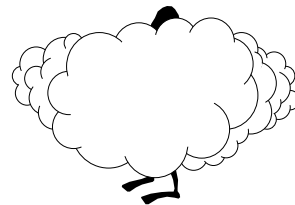


and any rent or damages you still owe on the premises from the amount raised by the sale. If any money from the sale is left after these deductions, the landlord must give the money to you along with a list of the prices of what was sold and what costs the landlord took from the sale money. If the landlord cannot find you, the remaining money is to go to the county treasurer where the sale happened. From that point you have three years to claim the money from the county treasurer. If you do not claim the money within three years, the money goes to the general fund of the county.

### **Duty # 6 – Duty to maintain the smoke detector.**

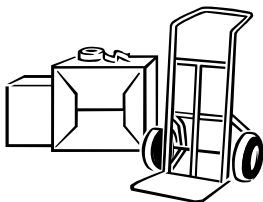
- Section 70-24-303, MCA -

Your landlord must provide you with an approved smoke detector that works. You must maintain the smoke detector in your rental in good working order while you are renting the rental.



### **Duty # 7 – Duty to leave the rental.**

- Section 70-24-429, MCA -



You have a responsibility to leave the rental once your rental agreement ends – whether your rental agreement is ended by expiration of its term, or by your landlord giving you a proper notice of termination. Your landlord can legally end your rental agreement if your landlord gives you the proper notice under the law. If you have a written rental agreement, you must leave the rental at the end of the term of the rental agreement (for example, one year), unless you and your landlord have agreed otherwise. If you do not move out of the rental once your rental agreement has been legally ended, the landlord can file a lawsuit against you in court to get possession of the rental from you.

Keep in mind that if your landlord files an eviction lawsuit against you, you run the risk of being ordered by the court to pay a penalty for staying beyond the date in the landlord's notice, and to pay the landlord's attorney fees. If you win in court, the landlord may have to pay your attorney fees, if you have an attorney. If the court decides that you remained in the rental after the landlord properly ended your rental agreement and that you did so on purpose and not for a good reason, the court may make you pay the landlord the amount of three months' rent or three times the damages that the landlord suffered because you stayed in the rental, whichever amount is larger. If the landlord hires an attorney, the court also may order you to pay the landlord's attorney fees. It is always a good idea to try and work things out with the landlord so that the landlord does not end up filing an eviction lawsuit against you in court.