

TENANTS' RIGHTS IN IDAHO



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INTRODUCTION

If you are renting your home or apartment, you are a tenant. As a tenant you have various rights and obligations under Idaho law. Other rights and obligations are created by your lease or rental agreement. Knowing your rights can help you avoid disagreements and other problems with your landlord.

LANDLORD'S DUTIES

Idaho law requires landlords to do **all** of the following:

- Provide reasonable waterproofing and weather protection.
- Maintain in good working order the electrical, plumbing, heating, ventilating, cooling, and sanitary facilities.
- Maintain the premises in a manner that will not be hazardous to the health or safety of the tenant.
- Return the security deposit as and when required by law. The law requires landlords to return the security deposit within 21 days if no time is stated in the lease and, in any event, within 30 days after the tenant surrenders the premises.
- Uphold explicit and implicit terms of the lease affecting the health and safety of the tenant.
- Install approved smoke detectors in each dwelling unit.

If the landlord breaches any of these duties, the tenant may commence a lawsuit after giving three days written notice to the landlord, listing each failure, and demanding repair. If the tenant sues only for repair of the deficient items, the courts will schedule a trial date within 12 days of filing suit. Suing for damages also, while it may be appropriate in some cases, will lengthen the judicial process.

TENANT'S DUTIES

Although Idaho statutes do not specifically mention tenant's duties, common law requirements follow conclusions of common sense. Tenants must, of course, maintain clean and sanitary premises, properly dispose of garbage, and properly use all appliances and fixtures. Further, tenants are liable for any negligent or purposeful damage to the premises by themselves or their guests.

DUTIES UNDER THE LEASE

The lease is another source of responsibilities for both landlord and tenant. For example, certain leases prohibit smoking, waterbeds, or pets. Others require landlords to pay utilities or maintain landscaping.

It is important to remember that the lease is a private agreement between the landlord and tenant. Even though some leases look formal and complete, you can always try to negotiate. If your lease either includes

something you disagree with or omits something important to you, talk to the landlord about making necessary changes. Be wary of oral promises from the landlord; always have promises specified in writing.

MILITARY CLAUSES

As a military member, **ALWAYS** ensure a military clause is included in your lease. A military clause allows early termination of the lease for reasons related to military service. These reasons typically include PCS orders, discharge or other relief from active duty, and sometimes orders to occupy base housing.

A Military Clause is routinely included in most Mountain Home leases. Be wary of signing away the Military Clause terms. Talk to the legal office if you think you may have done so.

EVICCTIONS

A tenant can be evicted for violating the terms of the lease, but not for exercising a legal right, such as requesting necessary repairs. A legal eviction requires the landlord to first notify the tenant.

Only three days notice is required to evict a tenant who is behind in rent or violating express terms of the lease. The three day notice must include the amount of past due rent or the specific lease provisions violated. If the tenant pays the rent or cures the violation within the three day period, the eviction cannot continue.

If the tenant is renting for an open-ended period of time, thirty days notice is required; notice must be given thirty days before the next rent payment is due.

If the tenant refuses to move, the landlord can commence an “unlawful detainer” action to regain possession and recover unpaid rent. The tenant may be required to pay the landlord’s attorney fees if the landlord prevails in the action.

INVASION OF PRIVACY

If a landlord enters a tenant’s home at any time without permission, the tenant has the right to call the police. A tenant has a right to privacy without being unduly harassed by a landlord.

A landlord does have the right to enter a tenant’s home:

- to make necessary repairs;
- to show future tenants the premises at convenient times; or
- in the case of an emergency involving life or property.

The lease should outline how much notice the landlord is required to give before entering the premises in non-emergency situations.

OTHER AVAILABLE RESOURCES

The Idaho Office of the Attorney General website has a manual titled “Landlord And Tenant Guidelines” available on their website with more information about the security deposit rules in Idaho.

***This handout is general in nature. It is not a substitute for legal advice from an attorney regarding individual situations. (August 2021)**

For additional information on this and other legal topics, see the Air Force Legal Assistance Website: <https://aflegalassistance.law.af.mil>