



MOVING IN, MOVING OUT

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LOUISIANA DEPARTMENT OF JUSTICE



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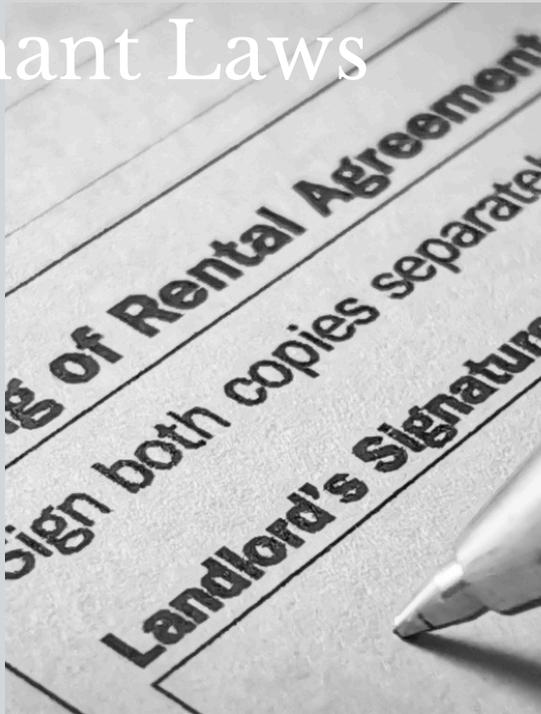
Liz Murrill

Making moving easier.

The Louisiana Department of Justice can assist landlords with understanding their responsibilities under the law and help tenants recognize and report unfair housing practices. Free education is often provided through Fair Housing Seminars to the public; however, my office has created this guide to inform you of your rights and make moving easier.

Within this pamphlet, you will find information on how to move into a new house or apartment, as well as move out of one with as few disputes as possible. We hope that you will use this guide to your advantage as you sign your next lease. However, should you need more information, please visit our website at www.AGLizMurrill.com.

Welcome to Your Guide to Louisiana's Landlord & Tenant Laws





01

THE DEPOSIT

BEFORE YOU SIGN THE DOTTED LINE...
READ, KNOW & UNDERSTAND
THE LEGAL IMPLICATIONS

DEPOSIT

THE BASICS

When a landlord agrees to reserve rental property, the landlord will likely ask the tenant for a deposit. This transaction obligates the tenant to occupy the property on the agreed date, and it obligates the landlord to have the property fit for occupancy on the agreed date. If the tenant fails to occupy the property on the agreed date, the tenant could lose the deposit and may be liable for damages. If the landlord fails to fulfill his obligation, the landlord would have to refund the deposit and may be liable for damages.

SECURITY/DAMAGE

A security or damage deposit may be required by the landlord to satisfy nonpayment of rent or any other default, including physical damage to the property. The landlord may keep the deposit for such defaults. However, normal wear and tear is not deductible. If the deposit is not enough to cover all damages, the tenant may be held responsible for additional damages.

INSPECTION CHECKLIST

Before putting down a deposit on a property, the tenant should inspect the property for any visible defects, damage, or missing items. When the tenant signs an agreement to lease the property, the landlord and the tenant should agree on what problems are to be corrected *before* the tenant moves in. Here is an example:

LIVING ROOM:

- Light Fixtures & Switches
- Floor
- Walls
- Ceiling
- Holes
- Paint

BEDROOM:

- Light Fixtures & Switches
- Floor
- Walls
- Ceiling
- Holes
- Paint

KITCHEN, PART 1:

- Light Fixtures & Switches
- Floor
- Walls & Ceiling
- Cabinets, Shelves & Knobs
- Exhaust Fan
- Paint & Holes

KITCHEN, PART 2:

- Disposal
- Stove
- Burners
- Oven
- Broiler
- Refrigerator

The checklist should be signed by both the tenant & landlord. Each should hold their own copy to prevent future disputes. Do not sign the lease or leave a deposit *unless* there is an agreement in writing that the property will be in the agreed condition on the date of occupancy.



02

THE LEASE

GET IT IN WRITING
KNOW YOUR RIGHTS & RESPONSIBILITIES
UNDER THE LEASE

THE BASICS

A lease is an agreement which legally binds both the landlord and the tenant to the terms for a specified period of time. The lease may be oral or written. However, oral agreements may be impossible to prove in court should a dispute arise.

TERMS & AUTOMATIC RENEWALS

The terms and conditions of the lease are usually regulated by the lease agreement.

Fixed Term Lease:

The duration of the lease may be agreed upon by both the landlord and the tenant for a fixed period of time. A fixed term lease usually runs for a year but can be for any time period stipulated in the agreement not to exceed 99 years.

Month-to-Month Lease:

If the duration of the lease is not stated in the agreement, it is presumed by law to be month-to-month. The tenant or the landlord may terminate or change the terms of the lease with *ten days*

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written notice before the end of the month.

Renewal Clauses:

Some leases contain automatic renewal clauses, which renew the lease for another term equal to the original term.

For example: if the tenant has a one year lease that expires December 31, the lease will automatically renew for another full year with the same terms.

- Either the tenant or the landlord can avoid automatic renewal by giving written notice of his/her intent to vacate.
- Most leases require written notice for termination at least 30 days prior to the current lease's expiration.

Other leases contain automatic month-to-month renewal clauses. Again, all lease terms will remain the same.

Any alteration to these terms (i.e. changes to the amount of rent, termination of the lease, etc.) must be made with the proper notice as provided for in the lease.

Without a Renewal Clause:

If the tenant remains in the apartment for one week after the lease expires and there is no renewal clause, then the lease will automatically renew on a month-to-month basis. In this situation, any change to the terms of the lease must be made with *ten days written notice* prior to the end of the monthly period.

CO-SIGNING A LEASE

Tenants can co-sign a lease with a roommate(s). In this case, either or both tenants can be held responsible for the entire rent, damage, or any other breach of agreement. Therefore, if a roommate moves out or causes damage to the apartment, the remaining roommate can be held responsible for all the damages.

NON-PAYMENT OF RENT

Some lease agreements allow for the landlord to charge a fee for the late payment of rent. Late fees cannot be charged unless they are provided for in the lease agreement. If not written lease exists, fees cannot be charged unless they are agreed upon orally. The law sets no specific amount for late fees;

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however, unreasonable high fees can be contested.

SPECIAL RULES

- A tenant should ask the landlord about the written rules governing the conduct of the tenant and his/her guests. Before signing the lease, the tenant should request a copy of the rules and study them carefully.
- The death of either the landlord or the tenant does not dissolve the lease agreement. The lease is continued, and both the landlord and the tenant's respective heirs are bound by the agreement.
- The destruction of the property without fault of either the landlord or the tenant does terminate the lease obligations.



03

OBLIGATIONS

KNOWING WHAT TO DO
UNDER THE TERMS OF THE LEASE

OBLIGATIONS

OBLIGATIONS OF THE LANDLORD:

- To deliver the property to the tenant at the agreed time and in good condition for its leased purpose
- To maintain the property in a suitable condition for the purpose for which it was leased
- To protect the tenant's right of peaceful possession for the duration of the lease
- To refrain from making any alterations to the property
- To pay taxes, assessments, and other charges to the property

If the landlord sells the property during the term of the lease, then the new owner may change the lease terms or evict the tenant.

In order to prevent this, the lease must be *recorded* in the parish where the property is located. The tenant may have an action against the landlord for loss sustained as a result of the sale.

OBLIGATIONS OF THE TENANT:

- To pay the rent in accordance with the lease terms
- To return the property in the same condition as it was leased, except for normal “wear and tear”
- To refrain from altering the premises without first obtaining written consent from the landlord
- To allow the landlord to make all necessary repairs that cannot be postponed until the end of the lease
- To use the property for the purpose for which it was leased. Any misuse by the tenant may cause the lease to be dissolved.
- To inform the landlord promptly when the property has been damaged or needs repair.

The tenant is liable for damages to the property that exceed the normal “wear and tear” caused by the tenant or the tenant’s guests.



04

PROBLEMS

KNOWING WHO IS RESPONSIBLE
FOR DAMAGE OR DESTRUCTION

MAINTENANCE & REPAIR

Many leases require that requests for repairs be made in writing. Regardless, all requests *should* be made in writing and/or in the presence of witnesses. Tenants are strongly advised to keep a record of all maintenance problems, repairs, and failures to repair.

The landlord must maintain the property by making all necessary repairs. The tenant is responsible for the damages caused by this fault, the fault of his guests, and those exceeding normal “wear and tear.”

If the repair cannot be postponed until the end of the lease, then the tenant must allow the landlord to make these repairs -- even if they are an inconvenience. However, a reduction in rent may be possible.

If the landlord refuses to maintain the property or to make necessary repairs after being notified, the tenant has several options to address the problem.

TENANT OPTIONS:

- The tenant can file a dispute with the Attorney General Liz Murrill's Consumer Protection Section at 1-800-351-4889 or AGLizMurrill.com.
- If there is a structural or hazardous defect, the tenant can complain to the local building officials.
- If a serious problem is ignored, then the tenant may terminate the lease. This requires *substantial proof* of the landlord's failure to perform his/her obligations. Terminating a lease without sufficient cause will result in serious financial and legal consequences. Therefore, the tenant should seek *legal advice* before terminating a lease due to improper maintenance.
- Louisiana law allows tenants to pay for necessary repairs and deduct the cost from the rent due or demand immediate reimbursement from the landlord. However, the tenant must *prove* the repairs were necessary, the landlord had failed to act, and the price paid was reasonable. Keep all receipts, estimates, and documents.

IMPROVEMENTS

At the termination of the lease -- *absent a contrary agreement* -- improvements, attachments, or additions made by the tenant to the property are dealt with as follows:

- The tenant may remove his/her improvements if he/she restores the property to its former condition
- If the tenant fails to remove the improvements, then:
 - The landlord may pay the tenant for the cost of the improvements or for the enhanced value of the leased thing -- whichever is less.
 - The landlord may demand that the tenant remove the improvements within a reasonable time and restore the property to its original condition.
- If the tenant fails to remove the improvements, the landlord may:
 - Remove the improvements and restore the property to its former condition at the expense of the tenant.
 - Acquire the improvements without any obligation to reimburse the tenant.

PROBLEMS



05

OTHER DEPOSITS

REQUESTING DEPOSIT REFUNDS
WHEN YOU MOVE OUT

LESSEE'S DEPOSIT ACT

The Lessee's Deposit Act requires the landlord to return deposits within one month after the end of the lease, provided the tenant fulfilled the lease obligations and left a forwarding address.

If any part of the deposit is retained, the landlord must send the tenant an itemized list of deductions and any remaining balance within one month. If the landlord fails to return the deposit or to send the itemized list within one month, the tenant may sue in Small Claims Court to recover the deposit.

If the landlord fails to account for the deposit within 30 days of a tenant's written request for a refund, then the law allows the tenant to recover actual damages (amount of damages made) or \$200.00 -- whichever is greater.

The judge may also award court costs and attorney fees to the person who wins the suit. The law does not permit the tenant to give up or waive this right in a lease.

PET DEPOSITS

Pets may or may not be permitted under the terms of the lease. However, most leases that allow pets require the tenant to pay a deposit for damages caused by the pet. Money held as a pet deposit is recoverable under the *Lessee's Deposit Act*.

Money held as “pet fee or charge” is not covered by the Act and may or may not be recoverable according to the terms of the lease. Tenants should apply for refunds of pet deposits in writing on the final day of occupancy, the same way they would request security or damage deposits.

For example, tenants should request deposit refunds by certified mail, return receipt requested, on the last day of tenancy. The tenant should give a forwarding address in this letter and keep a copy of the letter for his/her records.



06

VACATING

WHAT TO DO WHEN
YOU'RE MOVING OUT

MOVING OUT

The tenant must give proper *written notice* of his/her intent to vacate the property in accordance with the provisions of the lease. If there is a month-to-month lease, then the tenant must give written notice of intent to vacate at least ten days prior to the last day of the month for which the rent was paid.

FINAL CLEANING & REPAIR

If there is no clause in the lease which requires specific cleaning, then the tenant must return the property in the same condition in which it was rented -- allowing for normal “wear and tear.” If the tenant fails to do so, all or part of the deposit may be withheld.

If the property is not cleaned, the landlord may deduct all or part of the cleaning charges from the deposit. Clauses in a lease that automatically deduct for cleaning, *regardless of the property’s condition*, may be invalid.

FINAL INSPECTION

During the final week of occupancy, the landlord should inspect the property. If the landlord refuses to perform the inspection, the tenant should have a witness inspect and/or photograph the property and prepare a written statement of the apartment's condition. The tenant should date and sign the statement and have it witnessed.

ON THE WAY OUT

The tenant should return the keys to the landlord, leave a forwarding address, and mail a certified letter requesting a refund of the security deposit.

VACATING

DEPARTMENT OF HOUSING

EVICTIION NOTICE

YOU ARE HEREBY REQUIRED TO VACATE,
FAILURE TO VACATE WILL RESULT IN LEGAL
PROCEEDINGS, ATTORNEY FEES, COURT COSTS,
AND PENALTY DAMAGES.

Section 1752 Civil Code

#9672

07

EVICTIION

WHAT TO DO WHEN
YOU'RE TOLD TO VACATE THE PROPERTY

PROPER PROCEDURE:

- When the tenant breaches the lease agreement (i.e., fails to pay rent), the landlord must first deliver a written *Notice to Vacate* to the tenant.
- This notice gives the tenant five (5) business days to vacate.
 - (Exception: When the lease was signed, the tenant may have waived the five day notice to vacate requirement. Many standard lease forms contain a waiver of notice clause.)
- If the tenant is not at home when the notice is given, then the notice may be posted on the door of the leased property. This has the same effect as delivering the notice to the tenant.
- If a tenant fails to vacate within five (5) days of notice, the landlord will begin eviction proceedings by filing a petition with the justice of the peace or city court.
- The eviction trial will be heard three days after the tenant has been served.
- The tenant will then have to appear in court and state why he/she should or should not be ordered to vacate.

EVICTIION

EVICTIION

PROPER PROCEDURE (CONT):

- If the justice of the peace finds the landlord entitled to evict the tenant or if the tenant fails to appear, the court will rule in favor of the landlord.
- The tenant will be ordered to vacate the property within 24 hours.
- If the tenant fails to vacate the premises within 24 hours after the landlord is granted a judgement of eviction - then the court must issue a warrant commanding the local sheriff, constable, or marshal to seize the leased property, remove the non-complying tenant, and return possession of the leased thing to the landlord.
- Though not absolutely necessary, you may wish to have an attorney represent you at an eviction proceeding. An attorney is recommended if you believe you have legally valid reasons to contest the eviction and/or wish to preserve your rights to appeal the judge's or justice's decision.

PROPER PROCEDURE (CONT):

- A tenant who has appeared at the trial and argued a defense can file a suspensive appeal. An appeal bond must be applied for and filed within twenty-four (24) hours of judgement of eviction. A landlord cannot legally evict a tenant without this procedure.
- If the landlord locks the tenant out of the leased property, puts the tenant's possessions on the street, or otherwise takes the law into his/her own hands, the landlord may be liable for damages for wrongful eviction.

COLLECTION OF PAST DUE RENT

A landlord may file a separate suit to collect past due rent and seize personal items found in the property. If the landlord is unable to locate the tenant, the court may allow the landlord to get a judgement against the former tenant. The landlord may also get a court order to seize personal property without posting a bond or other security. If the landlord does not follow proper legal procedure, the tenant may be entitled to damages. Consult an attorney.

EVICTIION



08

TERMINATION

HOW TO TERMINATE A LEASE
FOR ACTIVE MILITARY PERSONNEL

TERMINATING A LEASE:

Any active or reserve member of the armed forces, including the National Guard and the U.S. Coast Guard, or the member's spouse may terminate his/her lease if any of the following occur:

- The member receives orders to depart 35 miles or more from the location of the dwelling.
- The member receives orders to depart 35 miles or more from the location of the dwelling for more than three months.
- The member is discharged, released, or retires.
- The member is ordered to reside in government-supplied quarters.
- The member is notified of the availability of government-supplied quarters which were not available at the time the lease was executed. The member should have notified the landlord *in writing* that he/she had a pending request for the government-supplied quarters before signing the lease.
- The member is injured or killed due to service in the armed forces.

FOR MILITARY

TERMINATING A LEASE (CONT):

The member must provide a written notice of the termination of the lease, with a termination date not less than 30 days after the notice is served on the landlord. The member or spouse must also provide proof of the hospitalization or death of the member, if that is the reason for the termination of the lease.



09

FAIR HOUSING

LOUISIANA LAW PROHIBITS DISCRIMINATION
BECAUSE OF RACE, COLOR, NATIONAL ORIGIN,
GENDER, RELIGION, HANDICAP, OR FAMILIAL STATUS

LOUISIANA EQUAL HOUSING OPPORTUNITY ACT

The Louisiana Equal Housing Opportunity Act (45) prohibits discrimination in housing and related activities because of a person's race, color, national origin, sex, religion, disability, familial status, or natural, protective, or cultural hairstyle.

WARNINGS SIGNS

- Refusing to rent housing
- Falsely denying the availability of housing for inspection or rent
- Differing terms, conditions, or privileges for certain people
- Intimidating, interfering, or coercing a person to prevent him/her from leasing/renting a home or apartment
- Landlords "steering" tenants to or from certain areas of the complex

OUR HOTLINE

If you have been discriminated against or want more information about fair housing, visit www.AGLizMurrill.com or call our hotline at 800-272-5718.

FAIR HOUSING



ABOUT US

ATTORNEY GENERAL LIZ MURRILL
LOUISIANA DEPARTMENT OF JUSTICE

ABOUT THE LOUISIANA DEPARTMENT OF JUSTICE

If you are seeking justice for yourself in a personal, corporate, or family matter, you try to get the best legal representation. But if an entire State or its political subdivisions are injured or victimized by the federal government, a multi-national corporation, or even another State -- that requires an Attorney General.

The Office of the Attorney General *is* the Louisiana Department of Justice, and we work to protect the people of Louisiana as a whole. We fight for Louisiana's natural resources, investigate fraud, secure justice for our most vulnerable, and so much more.

We also provide educational content meant to help you make wise choices based on guidance you can trust. With that in mind, we hope this guide has been both enlightening and instructive; but should you need more information, please feel free to reach out to our office or your local parish representative.

ABOUT
ATTORNEY GENERAL
LIZ MURRILL



AG Liz Murrill is committed to defending the rule of law and protecting the people of our State. She has argued multiple cases before the U.S. Supreme Court and served as lead counsel in many cases challenging federal overreach, ranging from open border policies and attacks on religious liberty to COVID-19 mandates and First Amendment violations. With more than 30 years experience working in state and federal government, including eight as Louisiana's first Solicitor General, Liz Murrill has been a champion for women, children, and victims demanding justice. Now she is leading the fight to preserve our rights, our industries, and Louisiana's unique way of life. You can learn more at www.AGLizMurrill.com.

