

LANDLORD-TENANT RELATIONSHIP

LEASE/RENTAL AGREEMENT

A legally binding contract between the landlord and tenant(s).

Can be oral or in writing;
a written agreement becomes binding when it is signed and can be for any length of time whereas an oral agreement cannot exceed one year.
Best practice to have a written lease.

Generally, these agreements set forth the time period, rent amount and due date, penalty for late payment, and other terms and conditions agreed to by the parties.

When unsure about what to do when housing issues arise, look to the lease first to see if it covers the issue.

EARLY TERMINATION

Terminating a tenancy means that one of the parties has decided to end the tenancy prior to the expiration of the lease agreement. South Dakota State law requires one party give written notice of the decision to terminate the tenancy to the other party, which is known as a notice to vacate.

Landlord may terminate a lease before it expires

- (1) when the tenant(s) uses or permits a use of the premises in a manner contrary to the lease agreement;
or
- (2) when the tenant(s) does not conduct required repairs within a reasonable time after request.

Tenant may terminate a lease before it expires

- (1) when the landlord does not, within a reasonable time after request, place and secure the tenant(s) in quiet possession of the premises or put the premises into good condition or repair the premises as needed;
or
- (2) when the greater part of the leased premises is destroyed from any cause other than the ordinary negligence of the tenant(s) (i.e. fire flood, etc.)

SECURITY DEPOSIT

Money paid by the tenant and held by the landlord to pay for damages (beyond ordinary wear and tear), unpaid rent, or any other money owed to the landlord by the tenant under said agreement.

Landlords cannot require a security deposit that is more than one month's rent, unless special conditions exist.

When a tenant moves out, the landlord is required to return the deposit or provide a written statement showing the specific reason(s) for the failure to return the deposit. The written statement must be furnished within two weeks after the tenancy has been terminated.

The landlord can only withhold such amounts as are necessary to remedy the defaults in the rent payment and/or to restore the premises to its condition at the beginning of the tenancy minus ordinary wear and tear.

Tenant(s) can demand an itemized account of the withheld deposit, which must be provided within forty-five (45) days of the termination of the tenancy. If the landlord does not follow these rules for returning the deposit, the landlord forfeits all rights to the security deposit.

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RIGHTS AND RESPONSIBILITIES

The following outlines some of the rights and responsibilities set forth in SDCL 43-32.

LANDLORD

Rights:

- To collect rent on-time.
- Has a right to reasonable inspection of the property, but only with prior notice to the tenant(s) and at a reasonable time, except in an emergency. If the tenant continuously refuses reasonable entry, the landlord can get a court order allowing entry or evicting the tenant and recovering actual monetary losses.
- Right to ensure tenant(s) preserve the premises in a good and safe condition and repair all damage caused by ordinary negligence or that of their family, guests, or pets. This excludes ordinary wear and tear.

Responsibilities:

- Must abide by the terms of the lease.
- Required to keep rental premises in reasonable repair and fit for human habitation, except for damage caused by tenant, and in compliance with health and safety codes. This includes maintaining all electrical, plumbing, and heating systems and the common areas of the rented property. This cannot be waived or modified by the parties.
- Cannot lock out a tenant(s) or interrupt electric, gas, water, or other essential services.
- Cannot hold a tenant's property for payment of back rent or damages to the unit.
- After notice, must repair the premises fit for human habitation and in good and safe working order.
- Must provide reasonable notice of entry into Tenant's home; 24 hours is considered reasonable.

TENANT

Rights:

- Must be allowed to see the rental unit prior to making any payment or signing any lease. This includes inspecting appliances and electrical system.
- Has a right to possession and "quiet enjoyment" of property. Quiet enjoyment means to be free from unreasonable interference by the landlord or other persons.
- After giving proper notice of repairs, if the landlord fails to make the needed repairs in a reasonable time frame thus jeopardizing the property fit for human habitation, the tenant(s) may make the repairs and hold the cost of said repairs in a separate escrow account or otherwise recover the amount from the landlord; or the tenant may vacate the premises. It is always best practice to provide written notice of repairs needed to the landlord with a reasonable deadline for completion.

Responsibilities:

- Must pay rent on time.
- Must abide by the terms of the lease.
- Obligated to repair all damage to the premises caused by ordinary negligence.
- Obligated to use ordinary care to preserve the premises in good, safe condition.
- Responsible for the actions of guests, family members, and pets within the premises.
- Required to check with the landlord before allowing a roommate or pet to move into the unit.
- Required to check with the landlord before attaching anything such as shelves, carpeting, etc. to the rental unit.

This information is not intended to be legal advice.
If you have questions about housing rights, contact
the City of Sioux Falls Human Relations Office.



human.relations@siouxfalls.gov



(605) 367-8745 TRS Relay (7-1-1) & VRS calls accepted

CITY OF
SIOUX FALLS
HUMAN



RELATIONS
COMMISSION