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Landlord and Tenant Relationships

Arkansas law provides rights to both residential tenants and landlords. Arkansas laws on such issues apply only to private rental units and not government-subsidized housing.

TENANT RIGHTS AND OBLIGATIONS:

- Landlords must provide notice of at least one rental period before raising the rent. This rule applies to both oral and written leases.
- If you plan to sublease your apartment or house, you typically must obtain prior approval from the landlord, and obtain written direction from him or her stating the amount of rent that can be collected.
- 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 move out and have an oral lease agreement, you must give one rental period's notice.

LANDLORD RIGHTS:

- In Arkansas, a landlord may give notice of lease termination for any reason. Even model tenants may be subject to having a lease terminated. The landlord must give one rental period's notice for an oral lease, or provide notice according to the terms of a written lease.
- State law provides 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 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.

REPAIR AND MAINTENANCE:

- When you rent a house or apartment, you usually agree to take it "as is." This means that the landlord is not required 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 to find out if the residence fully complies with housing codes.
- If your landlord promises to make repairs, make sure that promise is in the written lease.
- Even if a landlord does not make a promised repair, the tenant should continue to pay the rent. Tenants have some recourse, such as going to small claims court, renegotiating lease agreement terms, moving or seeking the advice of a private attorney.

- Should you feel that your living conditions are an immediate health risk, you may contact the health inspector in your locality.

SECURITY DEPOSITS:

Arkansas's security-deposit law provides tenants with added protection. This law applies only to landlords who rent six or more dwellings. It 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 \$500 a month, a landlord cannot require a security deposit of more than \$1,000.
- When you move, the landlord must return your security deposit within 60 days. The landlord may, however, deduct from the security deposit the cost to repair any damages made to the dwelling or any past-due rent.
- If the landlord deducts from your security deposit, the landlord must give you a written, itemized list of the charges withheld within 60 days of the time you vacate.