



August 2023

New Renter Training

North Dakota Housing Stability – August 2023

NORTH
Dakota | Health & Human Services
Be Legendary.

New Renter Training



Being a good renter is essential for maintaining a positive relationship with your housing provider and ensuring a smooth living experience.

Building a positive relationship and commitment to ongoing communication with your housing provider increases the likelihood of getting assistance and can lead to more favorable rental terms and renewals in the future.

Respect of Property

- Do what you can to avoid causing damage to your rental. Notify your housing provider and work with them on a solution when damage occurs.
- Painting and remodeling should not be done without the housing provider's permission.
- **Report maintenance and safety issues to your housing provider immediately.** This prevents minor problems from becoming major ones and may relieve you of being responsible for repair costs or loss of deposit.





Follow The Lease Agreement

Follow the terms and conditions outlined in the lease, including the number of occupants, pet policies, and restrictions on alterations.

Failure to follow the terms in the lease agreement could lead to eviction.

Ask your housing provider before you make any decisions that may affect the lease agreement. (Ex. adding occupants, cosmetic updates, subleasing, fixing damages yourself, etc.)

If you have concerns about the terms of your lease agreement, contact an attorney.

Communicate Effectively and Respectfully with your Housing Provider

Be Honest and Transparent

- If you encounter any issues or face challenges that may affect your tenancy, communicate honestly with your housing provider.

Focus on Conflict Resolution

- Effective communication is key to resolving conflicts. Open and honest dialogue is encouraged to understand each party's perspective and concerns. Active listening is essential to ensure all viewpoints are heard.

Keep Good Records

- Maintain a record of all communication with your housing provider.
- Ask that conversations be clarified/provided in a written statement.
- Documents may include; emails, letters, or maintenance requests.

Be Respectful

- If you have concerns or questions, address them promptly and professionally.
- Be polite and respectful in all your interactions, whether it's in person, via email, or over the phone.

➤ Contact your coach if there is a need for conflict-resolution between housing provider and renter.

Be a Good Neighbor

- Be considerate, kind, and friendly to your neighbors.
- Avoid excessive noise, especially during quiet hours.
- Clean up after yourself in shared residential spaces like hallways and laundry areas.
- Be certain to keep your own apartment clean and free of garbage.
- Park in your own designated area.

Keep the Property Clean and Tidy



Regularly clean and maintain the rental property, both the interior and exterior areas. Keep your living space tidy and organized.



Clean up after approved pets. Be sure pets are allowed and if they are, you are responsible to clean up after them. This includes messes or damage to property as well as animal waste.



Attend to responsibilities as agreed. If the lease agreement states such, tend to maintenance, snow removal, or other property care in a timely manner.

Things to Consider

Extended Absences

- Inform your Housing Provider if you plan to be away for an extended period of time.
- This ensures they can address any emergencies that might arise in your absence.

Renters Insurance

- Check your lease to see if Renters Insurance is mandatory.
- Consider obtaining renters insurance even when not required.
- Renters insurance can protect you and your personal belongings in case of unforeseen events like theft, fire, or water damage.

Be Financially Responsible

- ❖ Create a budget to help pay your rent on time.
- ❖ Communicate openly and immediately with your housing provider if you have an unexpected cost that will affect your paying rent on time.
- ❖ Be sure to responsibly make payments for other aspects of your rental such as utility bills and renters' insurance.
- ❖ In situations where you qualify for other programs that assist with your rent, keep the information organized, communicate frequently, and be sure to make any partial payments that need to be paid by you.
- ❖ Take necessary steps to avoid causing any financial burden on yourself or the housing provider

Housing Provider Post Lease Responsibilities



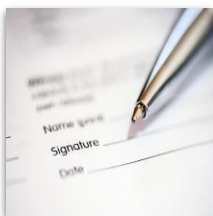
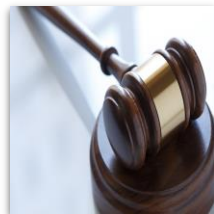
Communicate regularly with Renters.

Keep the property safe and in working order.



Operate within Century Code (NDCC 47-19 Leasing of a Real Property)

Ensure the lease violations will be handled in accordance with ND State Law.



Enter into no more than one lease agreement per unit, per household, per lease term.

Housing Provider and Renter Things to Know:

- If a lease and LOC is signed, moving elsewhere will cause NDHS assistance to end.
- If approved, NDHS will issue 3 months of assistance. Additional months are not guaranteed.
- NDHS will not reimburse any payments made out-of-pocket by anyone.
- NDHS does not give legal advice, please contact an attorney if needed.
- Renter direct payments are the responsibility of the renter to give to the housing provider.

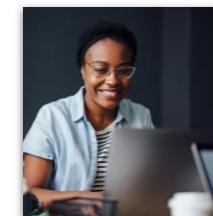
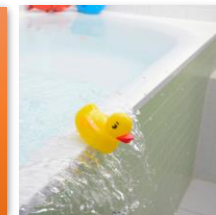
For any questions, please call the contact center. 701-328-1907- dhserb@nd.gov

Renter Post Lease Responsibilities



Communicate effectively with the housing provider.

Keep the property clean and damage free.



Adhere to the lease terms.

Take advantage of post lease resources for continued long-term stable housing.



Set your next goals that can be reached to ensure continued housing stability.

What is a 3 Day Notice of Intention to Evict?

- This notice is given when your housing provider is attempting to get your attention about an issue. If you do not resolve the issue in 3 days, they can start the eviction process.
- Ignoring this notice may lead to an eviction. Address the issue promptly and seek resolution.
- **This notice does not require you to move out immediately.** If you move without legally terminating the lease you may still be responsible for payment throughout the entire lease term.
- Contact your Housing Provider immediately. Remain calm and be respectful.
- If communications with your Housing Provider do not resolve any issues, contact your coach.

NORTH DAKOTA 3-DAY NOTICE TO EVICT (QUIT)

In Accordance with § 47-32

TO: _____ (tenant) AND ALL OTHERS IN POSSESSION OF THE PREMISES LOCATED AT:

_____, (address) _____, (city) North Dakota _____ (zip code)

PLEASE TAKE NOTICE that you or others in possession of the premises have violated the lease dated _____, 20____ or other rental agreement in the following manner:

- There is due, unpaid and delinquent rent in the total sum of \$ _____ which represents the rent due for the period from _____ to _____.
- Unreasonable peace disturbances
- Unreported pets
- Too many occupants in violation of the lease
- Other _____

PLEASE TAKE NOTICE that you are in default of the terms of the residential lease and that Within THREE (3) days of service of this notice, you must vacate the premises or the undersigned will start legal action to remove you from the premises and to recover all unpaid rents, costs and damages regarding the premises.

THIS IS INTENDED AS A THREE (3) DAY NOTICE OF INTENTION TO EVICT. THIS NOTICE IS IN ACCORDANCE WITH NORTH DAKOTA CENTURY CODE 47-32-01.

Dated this _____ day of _____, 20____

Signature of landlord or property holder

LANDLORD RESERVES ALL THE RIGHTS AND REMEDIES PROVIDED UNDER THE RENTAL AGREEMENT AND UNDER THE APPLICABLE LAWS OF THE STATE OF NORTH DAKOTA INCLUDING BUT NOT LIMITED TO DAMAGES FOR UNPAID RENT OR PROPERTY AND NOTHING IN THIS NOTICE MAY BE CONSTRUED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.

What is a 30 Day Notice of Intention to Evict?

- This notice is to inform you of their intention to terminate the lease or rental agreement.
- Ignoring this notice may lead to an eviction.
- **This notice does not require you to move out immediately.**
- Contact your housing provider immediately. Remain calm and be respectful.
- If there can be no resolution, and your lease term or month-to-month term is ending or has ended, your lease will terminate in 30 days from this notice. Legal action may be initiated if the premises is not vacated by the end date.
- You are responsible for any rental obligations while the lease is still in affect.
- If communications with your housing provider do not resolve any issues, contact your coach.

State of North Dakota Rev. 133C7E1

NORTH DAKOTA LEASE TERMINATION

30-Day Notice to Vacate

_____, 20__

To: _____

Rental Address: _____

YOU ARE HEREBY NOTIFIED THAT, under the terms of: (Check one)

Your tenancy (if no original agreement)

The Lease Agreement dated _____, 20__

The Rental Agreement dated _____, 20__

The Residential Lease Agreement dated _____, 20__

Other: _____

(the "Lease") for the rent and use of the premises listed above now occupied by you:

YOUR MONTH-TO-MONTH TENANCY WILL BE TERMINATED IN THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THIS NOTICE. You therefore must deliver possession of the premises to me on such date. You are further notified that unless you vacate the premises by such date, legal action may be initiated against you.

THIS NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH THE LEASE AND NORTH DAKOTA CENTURY CODE § 47-16-15. NOTHING IN THIS NOTICE IS INTENDED OR SHALL BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER THE LEASE OR UNDER STATE OR FEDERAL LAW.

Signature _____
Date

Landlord's Contact Information:
Name: _____
Address: _____
Phone Number: _____

Eviction Notice (Rev. 133C7E1)

Eviction

Steps in the Eviction Process

Step One: Service of 3 Day Notice of Intention to Evict
You will receive this if they can provide legal grounds for eviction. This isn't an eviction summons. 30 day notices may not require reasoning.

Step Two: Service of Eviction Summons and Complaint
Starts the District Court eviction process to obtain an eviction order.

Step Three: Prepare for the Eviction Hearing
Gather information, documents, etc. to tell the tenant's side of the eviction.

Step Four: Attend the Eviction Hearing
The tenant's opportunity to tell their side and/or request more time to move out.

Step Five: After the Eviction Hearing
If evicted, you are required to move out by the deadline in the eviction order.

NORTH DAKOTA 3-DAY NOTICE TO EVICT (QUIT)
In accordance with § 47-32

TO: _____ (tenant) AND ALL OTHERS IN POSSESSION OF THE PREMISES LOCATED AT: _____ (address) _____ (city) North Dakota _____ (zip code)

PLEASE TAKE NOTICE that you or others in possession of the premises have violated the lease dated _____, 20____, or other rental agreement in the following manner:

- There is due, unpaid and delinquent rent in the total sum of \$ _____, which represents the rent due for the period from _____ to _____
- Unreasonable noise disturbances.
- Unreported pests.
- Too many occupants in violation of the lease
- Other: _____

PLEASE TAKE NOTICE that you are in default of the terms of the residential lease and that within THREE (3) days of service of this notice, you must vacate the premises or the undersigned will start legal action to remove you from the premises and to recover all unpaid rents, costs and damages regarding the premises.

THIS IS INTENDED AS A THREE (3) DAY NOTICE OF INTENTION TO EVICT. THIS NOTICE IS IN ACCORDANCE WITH NORTH DAKOTA CENTURY CODE § 47-32-01.

Dated this _____ day of _____, 20____.

Signature of landlord or property holder

LANDLORD RESERVES ALL THE RIGHTS AND REMEDIES PROVIDED UNDER THE RENTAL AGREEMENT AND UNDER THE APPLICABLE LAWS OF THE STATE OF NORTH DAKOTA INCLUDING BUT NOT LIMITED TO DAMAGES FOR UNPAID RENT OR PROPERTY AND NOTHING IN THIS NOTICE SHALL BE CONSIDERED AS A WAIVER OF SUCH RIGHTS AND REMEDIES.

State of North Dakota Rev. 1/2017E1
NORTH DAKOTA LEASE TERMINATION
30-Day Notice to Vacate

_____, 20____
To: _____
Rental Address: _____

YOU ARE HEREBY NOTIFIED THAT, under the terms of (Check one):

- Your tenancy (if no original agreement)
- The Lease Agreement dated _____, 20____
- The Rental Agreement dated _____, 20____
- The Residential Lease Agreement dated _____, 20____
- Other: _____

(the "Lease") for the rent and use of the premises listed above now occupied by you: YOUR MONTH-TO-MONTH TENANCY WILL BE TERMINATED IN THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THIS NOTICE. You therefore must deliver possession of the premises to me on such date. You are further notified that unless you vacate the premises by such date, legal action may be initiated against you.

THIS NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH THE LEASE AND NORTH DAKOTA CENTURY CODE § 47-36-18. NOTHING IN THIS NOTICE IS INTENDED OR SHALL BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER THE LEASE OR UNDER STATE OR FEDERAL LAW.

Signature _____ Date _____

Landlord's Contact Information:
Name: _____
Address: _____
Phone Number: _____

Eviction Notice (Rev. 1/2017E1)

Step 1 examples-
Does not require you to leave the premises immediately.



Step 2-5 example-
At this point you are required to leave the premises **if** the court rules in favor of the housing provider.



STATE OF NORTH DAKOTA IN DISTRICT COURT
COUNTY OF _____ JUDICIAL DISTRICT

Plaintiff (landlord),
vs
Defendant (tenant).

Case No. _____
COMPLAINT FOR EVICTION

The Plaintiff, _____ (name), in this Complaint alleges and states as follows:

- The Plaintiff is an adult resident of _____ (city, state, zip code).
- The Plaintiff is the owner of the leased property located at _____ (street address), _____ (city), North Dakota.
- The leased property is **not** owned by a business, corporation, limited liability company, or other artificial person.
- On or about _____, 20____, the Plaintiff and Defendant entered into a written oral (lease and) lease agreement for the property listed in Paragraph 2 of this Complaint.
 A true and correct copy of the written lease agreement is attached as Exhibit _____ and incorporated by reference (choose if the lease agreement is written).
- The lease agreement requires payment of monthly rent in the amount of \$ _____ on or by the _____ day of each month, with a late fee of \$ _____ according to the following terms of the lease _____

NO COURT FEE THIS COVER
www.courtsonline.gov Page 1 of 3 In Compliance Aug 2016

Notice for Lease Termination

Renters are responsible to provide proper notice for termination of your lease.

Communication is key! Notify your Housing Provider as soon as possible; the proper notice time period can be found in your lease.

While 30 days are true for most leases, it is up to the housing provider to decide, usually 30, 60, or 90 days.

Provide the required notice as stated in your lease agreement or State/local laws. You signed a contract and may be responsible and charged fees for breaking the lease.

Contact your coach BEFORE you take any actions of moving out. Unauthorized move outs may result in your rent assistance being terminated.

Keep all notices and communication in writing. Save for future reference.



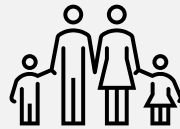
What's next?



- New Renter assessment for other resources to assist in continued housing stability.
- Set goals and meet goals for long term stable housing.
- Contact ND Housing Stability immediately with questions or concerns.
 - Missing payments.
 - If you receive a 3-day or eviction court date.
 - If you are considering moving.
- Potential Recertifying- check for email messaging from *IT Service Desk* for additional information regarding recertifying or extending benefits.

ND Health & Human Services

ND Housing Stability



Call Center

DHSERB@nd.gov - 701-328-1907

Monday – Friday 8 am – 5 pm