



# A National Survey of Tenant Protections Under State Landlord Tenant Acts

January 2023





## Introduction

Housing is a fundamental need. For renters, that need is met by multifamily property owners, and to a lesser extent, public housing authorities that provide rental housing. The relationship between these property owners (landlords) and renters (tenants) — and the obligations they have to each other — impact not just property owners and renters, but also local, state, and national economies, and rental market dynamics overall. Federal, state and local governments have sought to establish standards in landlord tenant relations and practices through a range of laws that provide various tenant protections, balancing the interests of landlords and tenants while maintaining a stable rental housing system.

Across states and localities there is a wide variety of approaches to landlord tenant law, with many jurisdictions utilizing provisions from model landlord tenant laws, such as the Uniform Residential Landlord and Tenant Act (URLTA) or the Model Residential Landlord Tenant Code, while other jurisdictions take individual or unique approaches. This paper surveys the legal landscape, identifying trends, commonalities, and differences. It does not contain an evaluation or assessment of the utility of those laws, nor does it contain any recommendations for changing or making those laws consistent across jurisdictions.

In this paper and associated materials, we provide a consolidated source of information on current state landlord tenant laws for the public, policy makers and industry stakeholders. We identified a list of issues that receive significant attention in policy discussions and a team of analysts and attorneys surveyed each state’s landlord tenant act (“Landlord Tenant Act”) to determine how those issues are addressed.<sup>1</sup> We grouped our research questions into five focus areas across the renting experience:

- Tenant Screening
- Rent, Late Payments, and Security Deposits
- Habitability and Retaliation
- Pre-Eviction Protections Including Notice & Opportunity to Cure Lease Violations
- Eviction Fees, Right to Counsel and Eviction Diversion Programs

We highlight some of the trends and outliers in how states address tenant protections. Our findings include the following:

- Three states (6%) have state-wide limits on rent increases.
- Three states (6%) grant a right to counsel in an eviction proceeding.
- Seven states (13%) have laws prohibiting a landlord’s use of certain information, such as a tenant’s criminal history, when screening tenants.
- Forty-four states (85%) have laws that prohibit eviction or other forms of retaliation by a landlord in response to a tenant’s exercise of their legal rights.
- Forty-four states (85%) require landlords to give tenants notice of rent payment defaults before the landlord can begin the eviction process.

In the following sections, we detail our in-depth analysis of 18 different tenant protection topics under our five focus areas and provide examples of nuances across states. Separately, we provide an in-depth table (“Consolidated Table”) that details which states have each of these tenant protections. This table can be found [here](#).

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<sup>1</sup> References in this paper to “state” or “states” refers to the 50 U.S. states, Guam, and Washington, D.C. We limited our review of U.S. territories to only those locations in which Freddie Mac has purchased multifamily loans (Puerto Rico and Guam). Puerto Rico, however, has not adopted a Landlord Tenant Act, so it was not included in our results.



## Research Methodology and Scope of Review

The landlord tenant relationship is primarily governed by state law and typically addressed in a state's Landlord Tenant Act. For this reason, we limited the scope of our review to this law.<sup>2</sup> We note that federal law, including the Fair Housing Act and Title VI of the Civil Rights Act, may in some cases preempt or supplement state law, particularly in prohibiting forms of discrimination. We also note that in some states, landlord tenant law may also be addressed by local law (such as the laws of counties or cities) or even by other provisions of state law.<sup>3</sup> However, unless otherwise noted, local laws, other state laws (including case law), and federal laws were outside the scope of our review. We also did not consider tenant protection laws addressing COVID-19 relief efforts, as these laws have generally been temporary.

## Findings: Analysis of Tenant Protections

In the following sections we discuss our focus areas in greater detail and present aggregated results of our research. To see a detailed view of which states have each tenant protection, please see our Consolidated Table [here](#).

### A. Tenant Screening

As part of a tenant's application for an apartment, the landlord may employ tenant screening to validate a tenant's identity, background, and other characteristics, often as a way to gauge the risk that a tenant fails to pay rent, damages the property, or otherwise violates the lease. In addition to the federal Fair Housing Act and state fair housing acts, which protect tenants from discrimination based on characteristics like race, color, national origin, religion, sex, familial status, and disability, some states have adopted laws that specifically limit the types of information a landlord can consider when screening a tenant in connection with a rental application.

In our research, we identify which states have laws, outside the state's fair housing acts, that prohibit landlords from considering certain tenant characteristics when processing rental applications. We investigated the following questions:

#### 1. Does state law prohibit landlords from using certain information in screening tenants?

We found that seven states expressly prohibit the use of specific information when screening tenants. Six states (Colorado, Connecticut, Illinois, New Jersey, New York, and District of Columbia<sup>4</sup>) prohibit or restrict the use of certain types of criminal history. For example, in New Jersey, landlords may only consider convictions for certain offenses like murder or those that occurred within a certain timeframe prior to a rental application; however, arrest records and certain other criminal records may not be reviewed. Further, in considering this information, landlords in New Jersey must weigh factors like the nature and severity of the offense and the applicant's age at the time and may not withdraw an offer to rent unless there is a substantial, legitimate, and non-discriminatory reason for doing so.

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<sup>2</sup> A list of the Landlord Tenant Acts is provided in Appendix A. We reviewed the Landlord Tenant Acts in effect as of June 30, 2022. If we relied on laws or other sources outside of the Landlord Tenant Acts, a reference to the additional source is provided in Appendix B. We reviewed these laws and other sources in effect as of June 30, 2022.

<sup>3</sup> For example, the June 2022 Consumer Guide to Tenant and Landlord Rights (the "PA Consumer Guide"), the Pennsylvania Office of Attorney General notes that in addition to Pennsylvania's Landlord Tenant Act, "[l]easing of residential property is also subject to the Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 P.S. §§ 201-1-201-9.2), the Responsible Utility Customer Protection Act (66 Pa. C.S. §§ 1401-1419), the Pennsylvania Utility Service Tenant Rights Act (68 P.S. §§ 399.1-399.19a), the Pennsylvania Human Relations Act (43 P.S. §§ 951-963), and the federal Fair Housing Act (42 U.S.C. §§ 3601-3631)." See <https://www.attorneygeneral.gov/wp-content/uploads/2022/06/OAG-Consumer-Guide-Tenant-Landlord-Rights-v.13-web-version.pdf>, last viewed November 4, 2022. The PA Consumer Guide also notes that landlords and tenants in Philadelphia are "also subject to Philadelphia Code ch. 9-800, and Philadelphia Code ch. 9-1100, which are enforced by the Philadelphia Commission on Human Relations and the Philadelphia Fair Housing Commission."

<sup>4</sup> In Colorado, Connecticut, and New Jersey, these prohibitions are set forth in the Landlord Tenant Act; in the District of Columbia, they are addressed in the real property statute; and in Illinois and New York, they are addressed in the human rights' statutes.



Similarly, in Colorado, landlords may not consider a tenant’s arrest record from any time, or criminal convictions from more than five years prior to the rental application (with some exceptions). Other states take a different approach and expressly permit landlords to ask about a tenant’s criminal history during the application process. In Arizona, for example, landlords have the right to inquire about a tenant’s criminal records, including current criminal activity. Some states also prohibit landlords from considering information unrelated to criminal history. For example, in Colorado, landlords are prohibited from considering a tenant’s rental or credit history from more than seven years prior to the application, as well as a tenant’s immigration or citizenship status. In New York, landlords cannot consider past landlord/tenant legal actions in screening tenants; however, in Arizona, landlords have a statutory right to inquire about a tenant’s prior eviction record.

Some state governmental agencies have recommended that landlords follow these types of restrictions when screening tenants, even if not required by state law. In the PA Consumer Guide, the Pennsylvania Office of Attorney General encourages landlords throughout the state to develop uniform screening criteria to give each tenant an individualized assessment, following the approach adopted by the City of Philadelphia in its municipal code. In the PA Consumer Guide, the Pennsylvania Office of Attorney General advises that landlords should not deny a rental application just because an eviction record exists or solely because of a prior conviction; instead, in considering a tenant’s criminal history, landlords should have a screening policy that accurately distinguishes between criminal activity that presents a safety risk for residents or the property, and criminal activity that does not.<sup>5</sup> On the other hand, many states have remained silent on the question of using this information in tenant screening.

## 2. Does state law prohibit discrimination based on source of income?

While housing assistance helps low-income tenants afford rent payments, some landlords may be unwilling to rent to tenants that receive such assistance. Twenty-one states have laws that prohibit discrimination based on source of income, but in a few states, those laws have limitations – either expressly stated in their statutes or stemming from subsequent case law. In Delaware, for example, the state’s Fair Housing Act provides that a landlord’s failure to participate in a rental assistance program, voucher, or certificate system does not, in and of itself, constitute source of income discrimination. In Maine, a court found that a landlord’s refusal to use the lease form required by a voucher program was not source of income discrimination. Further, in Minnesota, case law holds that a landlord can choose not to participate in a Section 8 program based on a legitimate business reason.

#	Question	# States with this Protection (of 52)
A. Tenant Screening		
1	Does state law prohibit landlords from using certain information in screening tenants?	7
2	Does state law prohibit discrimination based on source of income?	21

<sup>5</sup> Consistent with the guidance from the Pennsylvania state attorney general, the April 4, 2016 Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real-Estate Related Transactions published by the Office of General Counsel of the U.S. Department of Housing and Urban Development provides “Policies that exclude persons based on criminal history must be tailored to serve the housing provider’s substantial, legitimate, non-discriminatory interest and take into consideration such factors as the type of the crime and the length of the time since conviction.”



## B. Rent, Late Payments, and Security Deposits

We researched state laws regarding the maximum rent that can be charged, maximum allowed rent increases, minimum notice periods for rent increases, maximum late fees and grace periods for late rent, and security deposit requirements. These types of considerations can have near- and long-term economic impacts on both landlords and tenants, and as such, are the subject of frequent discussion and debate. In our research, we show which states have state-level laws addressing these issues. In our survey, we explored the following:

### Rent Increases

#### **3. Does state law limit the maximum amount that can be charged for rent or rent increases?**

We found that three states have state-wide limits on rent increases. California law mandates that over the course of any 12-month period, a landlord cannot increase rent more than 5% plus the percentage change in the cost of living or 10%, whichever is lower. In the District of Columbia, a landlord may not increase rent by more than 10% for most tenants and by no more than 5% if tenants are elderly or disabled. Oregon law states that rent cannot be raised more than 7% plus the annual 12-month average change in the Consumer Price Index during a 12-month period; however, newly constructed units are exempt from these limits for approximately 15 years. New Jersey takes a similar approach, exempting newly constructed units from local rent control ordinances for 30 years.

Although New Jersey does not have a statewide rent control law, state law does require that rent increases not be unconscionable. Factors used to determine if a rent increase is unconscionable include the amount of the increase, the landlord's expenses, profitability, and how the existing and proposed rent compares to rents charged at similar properties in the same area.

Our research also showed how state-level approaches differ regarding regulation of local-level rent controls. Some states, like Missouri, have statutes that expressly prohibit counties and cities from adopting rent control laws, whereas other states, like New Jersey, have numerous municipalities with rent control ordinances.

#### **4. Does state law require landlords to give tenants notice of rent increases? If yes, how many days' notice is required?**

We found that 20 states have statutes that require landlords to give notice to tenants prior to rent increases. Notice requirements vary, however, by lease duration (such as yearlong leases and month-to-month leases) and lease type (written vs. oral leases). We cover both month-to-month and longer-term leases in our research due to the prevalence of both lease types in multifamily properties.

For a yearlong lease, most states require landlords to give at least 30 days' notice prior to increasing rent, with some states requiring 90 days' notice. There are a few states, such as Indiana, that have an automatic 30 days' notice period unless the lease agreement specifies a different notice period. In Virginia, although landlords are required to provide tenants with notice of rent increases, no minimum number of days is specified (except for month-to-month leases). New York's notice requirements for rent increases are more intricate as the notice period depends on the length of tenancy or lease term and percent increase in rent: for leases with a term of at least two-years, 90 days' notice is required but for leases with terms of between one and two years, 60 days' notice is required. Further, these notices are only required for rent increases of 5% or more and when the properties are not rent regulated.

For states that have specific notice requirements for month-to-month leases, the majority of these states require landlords give at least 30 days' notice of a rent increase, with notices ranging from 15 days to a maximum of 90 days. The notice period may increase depending on additional factors, such as the amount of the rent increase and the age of the tenant.



We also note that certain periodic tenancies (such as month-to-month) require notice prior to termination. In effect, this may create a notice requirement with respect to rent increases for periodic tenancies, because if the lease is not terminated in a timely manner, it will continue for the next period on the same terms as the prior period. Most states require 30 days' notice before terminating a month-to-month tenancy, while a few states permit less than a 30-day notice, and a few states require more.<sup>6</sup>

## **Late Fees**

### **5. Does state law require a grace period before a late fee can be charged, and if so, how many days?**

When a tenant does not pay rent by their due date, there may be a grace period during which the tenant has additional time to make the rent payment. If the tenant still does not make the rent payment by the end this grace period, the landlord can charge a late fee. We investigate how long of a grace period tenants have before a landlord can charge a late fee. There are 16 states that do require a grace period for late fees, most of which have a grace period of 5 days, with the longest grace period being 30 days (Maryland). New Jersey provides a grace period only to certain individuals receiving specific retirement or other social security-type benefits. Additionally, Minnesota law states that a grace period must be specified in the lease agreement, but the length of that grace period is not determined by the statute.

### **6. Does state law limit the maximum amount that can be charged for late fees, and if so, what is the amount?**

Nineteen states mandate maximum late fees, where these limits range from 4% to more than 10% of the amount of rent owed. Two states' statutes (Texas and Arizona) require that the late fee be "reasonable," but what this means differs in these states. In Texas, the Landlord Tenant Act states that 10% of the rent amount is a "reasonable" late fee, while in Arizona, the meaning of "reasonable" is not defined in the state's Landlord Tenant Act.

## **Security Deposit**

### **7. Does state law limit the maximum amount that can be charged for a security deposit, and if so, what is the amount?**

Twenty-nine states have provisions limiting the amount of security deposits that a landlord can collect. In these states, the maximum security deposit a landlord can request ranges from one to three months of rent. However, there are some exceptions, including Alaska, where no limit on the security deposit amount applies if rent is above \$2,000 per month, and New Mexico, where no limit applies if the length of the lease is at least one year. The most common limit on security deposits (for fourteen states) is one month of rent. The second most common limit on security deposits (for eleven states) is two months of rent. There are some unique provisions relating to security deposits in Washington; for deposits that exceed 25% of the monthly rent,<sup>7</sup> landlords must allow the tenant to pay the deposit (and other fees) in installments.

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<sup>6</sup> Seven states have notice requirements that exceed thirty days. Three states have extended notice periods: Hawaii (45-day notice), Delaware (60-day notice) and Maryland (60-day). Four states base the notice period on the cumulative amount of time the tenant has occupied their unit: California (60-day notice if the tenant has lived in the unit for more than one year; otherwise, 30-day notice), New York (90-day notice if the tenant has lived in the unit for two years or more; 60-day notice if tenant has lived in unit for at least one year but not two years; and 30-day notice if tenant has lived in the unit for less than 1 year), Oregon (30-day notice during the first year of occupancy and then 90-day notice and only if good cause), and Vermont (60-day notice if the tenant has lived in the unit more than two years; otherwise, 30-day notice). In D.C., a tenant cannot be evicted from a rental unit, even upon expiration of the lease term, if it continues to pay the required rent.

<sup>7</sup> The requirement that landlords allow tenants to pay their deposits in installments only applies if the landlord collects the last month's rent when the tenant signs their lease.





In addition, in 2022, Washington passed a law that allows landlords to offer tenants the option of paying a non-refundable recurring fee instead of having to pay the entire security deposit and last month’s rent upfront when the lease is signed. This fee must be used by the landlord to purchase insurance coverage for losses related to unpaid rent or damage to the tenant’s residence. This new law provides tenants with additional flexibility and may help ease the financial burden of entering into a new lease.

**8. Does state law include a time limit for the return of a security deposit, and if so, what is the time limit?**

After a lease ends or terminates, the landlord is typically required to return their security deposit or whatever is left of the security deposit after charges are deducted. For this topic, we researched how quickly a landlord is required to return a security deposit to the tenant. Fifty out of 52 states mandate when the security deposit must be returned. Across these states, the time period in which a security deposit must be returned to the tenant ranges from 10 to 60 days after the lease terminates or expires. Five states have longer timelines for returning the security deposit if the landlord deducts charges from the security deposit.

Oklahoma and Mississippi have unique requirements that state a tenant must demand that the landlord return the security deposit.<sup>8</sup> Kentucky and Tennessee are the two states that do not include statutory timing requirements for returning the security deposit, but landlords are required to notify tenants that a refund is due.

**9. Does state law require the landlord to provide an accounting of the security deposit?**

The landlord may deduct from the tenant’s security deposit charges for any damages or other costs incurred resulting from the tenant’s time renting the unit. We investigated if and how states require landlords to itemize, organize, and justify any charges deducted from tenant security deposits. Every state requires landlords to provide tenants with either an accounting of any security deposit charges, i.e., an itemization of deductions from the tenant’s security deposit, or a written statement including the reasons for retaining any portion of the security deposit.

#	Question	# States with this Protection (of 52)	Range of Time & Most Common (if applicable)
<b>B. Rent Late Payments, and Security Deposits</b>			
3	Does state law limit the maximum amount that can be charged for rent or rent increases?	3	-
4	Does state law require landlords to give tenants notice of rent increases? If yes, how many days’ notice is required?	20	Range: 15 - 90 days’ notice Most Common: 30 days (10 states)
5	Does state law require a grace period before a late fee can be charged, and if so, how many days?	16	Range: 2 - 30 days’ grace period Most Common: 5 days (9 states)

<sup>8</sup> In Oklahoma, the landlord is entitled to keep the security deposit if the tenant fails to make a written demand for the return of those funds within 6 months.



6	Does state law limit the maximum amount that can be charged for late fees, and if so, what is the amount?	19	Range: 4% - 10% of rent owned Most Common: Varies
7	Does state law limit the maximum amount that can be charged for a security deposit, and if so, what is the amount?	29	Range: 1 - 3 months' rent Most Common: 1 month (14 states)
8	Does state law include a time limit for the return of a security deposit, and if so, what is the time limit?	50	Range: 10 - 60 days after lease termination Most Common: 30 days (21 states)
9	Does state law require the landlord to provide an accounting of the security deposit?	52	-

## C. Habitability and Retaliation

Habitability laws set standards for acceptable building quality and the responsibilities of landlords to complete repairs. Such standards are meant to prevent living conditions from deteriorating to an unsafe or unlivable condition. If the unit is not properly maintained, then tenants may exercise their legal rights, such as requesting needed repairs at the property, making repairs themselves and offsetting repair costs against their rent, or filing reports with a governmental agency. Laws against retaliation prevent the landlord from evicting tenants or taking other retaliatory action against tenants for exercising their legal rights.

We researched whether states have minimum habitability laws, as well as laws prohibiting retaliation against tenants who exercised their legal rights. To better understand how these issues are regulated, we explored two questions:

### 10. Does state law include requirements regarding habitability that apply to multifamily properties?

This topic covers minimum standards for property quality and repair, as well as minimum required unit services, such as heating and running potable water. Habitability laws address the landlord's duty to make necessary repairs to comply with applicable housing codes and to support the health and safety of the tenant. The minimum standards for habitability vary greatly across the states.

We found that all states except Illinois and New Jersey have statutory minimum habitability requirements for multifamily properties. Although Illinois and New Jersey have no minimum habitability requirements established in their Landlord Tenant Acts, there is an implied warranty of habitability under case law. Missouri, in its statute, addresses the rights of certain tenants when repairs are not made, but it does not list specific landlord responsibilities. Other state statutes specifically mandate that the landlord provide minimum essential services at the property, such as running potable water, electricity, heating, and air conditioning.





## 11. Does state law prohibit landlord retaliation against tenants for enforcing their legal rights?

This topic addresses laws prohibiting landlords from retaliation against a tenant solely because that tenant exercises a legal right, such as requesting necessary repairs. We found that 44 states have laws that prohibit eviction, or, in most cases, general forms of retaliation, in direct response to a tenant exercising their rights – commonly defined to include complaining to a governmental agency about living conditions, requesting needed repairs from the landlord, joining a tenants’ union/organization, and/or seeking legal remedies against the landlord. Under these statutes, prohibited retaliation is commonly defined to include increasing rents, implementing evictions, refusing to renew a lease, and/or reducing services.

#	Question	# States with this Protection (of 52)
C. Habitability & Retaliation		
10	Does state law include requirements regarding habitability that apply to multifamily properties?	50
11	Does state law prohibit landlord retaliation against tenants for enforcing their legal rights?	44

## D. Pre-Eviction Protections Including Notice and Opportunity to Cure Lease Violations

Landlords can begin an eviction action (i.e., the legal process used by landlords to remove tenants and recover possession of the residential unit) if a tenant remains in the unit after the lease ends or the tenant does not otherwise comply with the obligations under the lease. We researched several tenant protections that apply before landlords can begin the eviction process, including whether landlords are required to give notice<sup>9</sup> of lease violations, whether tenants have a right to cure lease violations before the landlord can begin the eviction process, whether tenants can waive their right to notice, and whether there is any limitation on the landlord’s right to evict at the end of the lease term. To better understand this topic, we explored the following:

### 12. Does state law require the landlord provide notice of lease violations and/or a right to cure before beginning the eviction process? If yes, how many days are required for the notice or cure period (as applicable)?

We investigated if landlords are required to provide tenants notice of lease violations before beginning the eviction process, and if so, how many days’ notice is required. We also researched if tenants have the right to cure lease violations, and if so, how much time is given to cure.

If a landlord is required to provide the tenant notice of a lease violation but is not required to allow the tenant to cure that violation, we refer to this type of notice as a “notice to quit” which requires the tenant to vacate the property within the time frame provided in the notice. For this question and Question 13, we only addressed notice and opportunity to cure for the first violation under the lease. For some states, additional violations (generally occurring within six months to one year of the initial violation) may have shortened notice and/or cure periods, or no notice or opportunity to cure.

<sup>9</sup> As noted in more detail in the footnote to Question 12 in the Consolidated Table, notices may be subject to various technical requirements, such as requirements regarding the form of notice, the counting of days for time periods, method of delivery, or conventions regarding when notice or cure periods begin.



Our research broke down state requirements for lease violation notices and rights to cure into three different types of violations: failure to pay rent, illegal/bad acts, and all other violations. Some states, such as Nebraska, provide different notice and opportunity to cure periods based on the type of violations. Other states, such as Maine, do not differentiate between lease violations other than a failure to pay rent.

As detailed further in Question 14, four states expressly allow tenants to waive their rights to some or all the notices discussed in this section (Louisiana, Pennsylvania, Tennessee, Texas).

## **I. Failure to Pay Rent**

We found that 44 states require landlords provide tenants with notice of failure to pay rent before beginning the eviction process. Of these 44 states, 37 provide tenants the right to cure that violation. For these 37 states, tenant can have anywhere from immediately (Missouri) to thirty days (D.C.) from notice to cure a nonpayment of rent. A three-day notice is most common (10 states<sup>10</sup>), followed by a seven-day notice or a five-day notice (each having 7 states).

While in most states the length of the notice or cure period will generally depend on the type of lease violation, for some states the cure periods for a failure to pay rent are determined by the length of the tenancy. In Wisconsin, a five-day cure period is required for month-to-month and year-to-year tenancies, and if not cured, the tenant must vacate within 14 days from the original notice. For leases over a year, landlords are required to give a 30-day notice and opportunity to cure. In Kansas, the ten-day cure period is shortened to three days for tenancies less than three months.

Three states (Arkansas, Connecticut, and North Dakota) give an automatic grace period ranging from three days to nine days without the landlord being required to send a separate notice. While South Carolina requires a notice for failure to pay rent, it also permits this notice to be included in the lease, resulting in the functional equivalent of a 5-day grace period without notice.

Seven states do not require landlords to provide tenants with a right to cure but do require landlords to provide tenants with a notice to quit, which ranges from three days to ten days. In these states, a three-day notice to quit is the most common (4 states). Five states do not provide notice or opportunity to cure rental payment defaults.

## **II. Illegal/Bad Acts by Tenants**

In all states, tenants generally do not have the right to cure illegal or so-called “bad acts” before the landlord can begin an eviction process.

Thirty states require the landlord to send a notice to quit and provide tenants time to vacate their unit before beginning the eviction process, ranging from one day to 30 days’ for tenants to vacate their unit. A three-day notice to quit is most common (14 states), followed by a seven-day notice (five states) and a five-day notice (four states).

There may be limitations on the landlord’s ability to evict the tenant for an illegal or bad act. In the District of Columbia, a notice to quit can only be issued if the tenant knew or should have known that an illegal act was taking place. In Nebraska, landlords are not permitted to send a notice to quit if the illegal activity is committed by a resident other than the tenant and the tenant gets a protective order or reports the activity to law enforcement.<sup>11</sup>

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<sup>10</sup> Oregon is one of the states that provide a 3-day notice. Oregon law provides 3 days to cure if notice is sent on the 8th day of the rental period; 6 days to cure, however, are required if notice is sent on the 5th day of the rental period.

<sup>11</sup> Additionally, if the lease violation is related to domestic violence, the tenant may not be evicted if a certification from a qualified third party under the federal Violence Against Women Reauthorization Act of 2013 is obtained.



### III. Other Lease Violations by Tenants

Any lease violations that were not categorized as a failure to pay rent or an illegal/bad act were categorized as “Other Violations.” These types of violations can include certain health and safety violations, property damage, illegal pets, unauthorized residents or guests, violations of rules and regulations, and misuse of property, and/or nuisance. We found that 45 states require landlords provide tenants with notice of these violations before beginning the eviction process. Of these states, 33 states require the landlord to provide the tenant a right to cure Other Violations.

The amount of time to cure ranges from a “reasonable amount of time after notice” (Indiana) to thirty days (District of Columbia). A 14-day notice is most common (8 states), followed by a ten-day notice (7 states). No state provides a right to cure without also requiring notice of said violations.

Twelve states do not require a cure period for Other Violations before beginning the eviction process; instead, a notice to quit is required, providing tenants a range of three days to 30 days for tenants to vacate their unit depending on the state, with a 30-day notice to quit being the most common (5 states). Seven states do not require landlords to provide any notice of Other Violations.

#### **13. Does state law require the landlord provide notice prior to beginning an eviction action, separate and apart from any notice detailed in Question 12? If yes, how many days’ notice is required?**

We investigated if landlords are required to provide tenants notice prior to beginning an eviction action, separate and apart from any notice requirements discussed above. We additionally researched how many days’ notice was required, if applicable.

We found that the same three states that provide a grace period (Arkansas, Connecticut, and North Dakota) require a separate 3-day notice to quit prior to beginning eviction proceedings for payment defaults. This notice to quit may not be sent until after any grace or prior notice period ends.

Four states require a separate notice to be sent for Other Violations before beginning an eviction action. In North Dakota, a 3-day notice is required for any violation of a material term of the lease. A separate notice is also required in Connecticut (3 days), Nevada (5 days), and New York (30 days).

Two states require a separate notice to be sent for limited Illegal/Bad Acts before beginning an eviction action (Connecticut: 3-day notice; Nevada: 5-day notice). In Missouri, if the illegal act is committed by someone other than the tenant, then the landlord must provide a 5-day notice prior to beginning the eviction process and provide the tenant a chance to file for a protective order or report illegal activity to law enforcement.

States may provide a right to cure certain violations even after an eviction action has been filed. For some states, the state’s Landlord Tenant Act specifically provides this opportunity to cure; for other states, opportunity to cure is addressed elsewhere in the law. We did not address rights to cure after the eviction action has started.

#### **14. Does state law expressly permit tenants to waive their right to notices detailed in Question 12?**

We researched whether states expressly permit tenants to waive any of the required notices of violation under the lease.

Only four states expressly permit tenants to waive their right to some or all of the notices previously discussed in Question 12. All four states require that any waiver of notice must be specifically provided in the lease, and to ensure visibility by the tenant, is also subject to requirements regarding size, font, and placement in the lease.



For those subject to the URLTA in Tennessee,<sup>12</sup> tenants are permitted to waive their right to notice of failure to pay rent but may not waive their right to the 5-day grace period. In Louisiana and Pennsylvania, tenants are permitted to waive their rights to all notices. In Texas, tenants and landlords are permitted to contract for shorter or longer notice periods for all notices.

### **15. Does state law limit the reasons a landlord can evict a tenant or refuse to renew a lease at the end of its term?**

In most states, if the tenant does not move out at the expiration of its lease term, the landlord has the right to evict.<sup>13</sup> We researched whether state law limits the reasons that a landlord can evict a tenant or refuse to renew a lease at the end of the lease term.

Based on our research, six states have laws that limit the reasons a landlord can evict a tenant or refuse to renew a lease at the end of the lease term. These laws, including the reasons a landlord can evict a tenant or terminate a tenancy, vary greatly across the states. In the District of Columbia, for example, a tenant cannot be evicted just because its lease term has expired; instead, a landlord is only permitted to evict a tenant for one of the ten specific reasons set forth in the statute. In New Hampshire and Washington, a landlord can terminate a tenancy for any legitimate business or economic reason. California provides tenants additional monetary assistance if the landlord terminates the lease for a reason other than a tenant default – in that case, the landlord must either pay the tenant a month’s rent or waive payment of the final month’s rent under the lease.

### **16. Does state law expressly prohibit (i) evictions based on a tenant’s use of emergency assistance and/or (ii) a waiver of a tenant’s right to call emergency assistance in the lease?**

We reviewed whether state law expressly prohibits an eviction based on the tenant calling or otherwise summoning law enforcement or other emergency assistance, as well as whether that prohibition extends to situations in which another person is the one calling for assistance on the tenant’s behalf. We additionally reviewed whether states expressly prohibit the tenant waiving their right to call law enforcement or other emergency assistance in the lease. In order to streamline the answers to this question, if the state’s Landlord Tenant Act either (i) expressly prohibited evictions based on tenant’s use of emergency assistance or (ii) expressly prohibited a waiver of tenant’s right to call, we answered the question with an affirmative response.<sup>14</sup>

We found that fourteen states either prohibited evictions based on tenant’s use of emergency services or prohibited the waiver of tenant’s right to use such services. Of these fourteen states, six states expressly prohibit evictions if the tenant summoned law enforcement or other emergency assistance only in connection with domestic abuse, sexual offenses, or stalking (Colorado, Delaware, District of Columbia, Indiana, Oregon, and South Dakota). In two of these states, the tenant must take additional actions. Three states (Colorado, District of Columbia, and South Dakota) also expressly prohibit a waiver of tenant’s right to emergency assistance only in connection with domestic abuse, sexual offenses, or stalking.

In the remaining eight states, six states prohibited evictions based on tenant’s use of emergency assistance for reasons not limited to domestic violence, sexual offenses, or stalking (California, Iowa, Minnesota, Nevada, New York, and Texas). Seven states prohibit waivers of a tenant’s right to use emergency assistance in the lease for reasons not limited to domestic violence, sexual offense, or stalking (Arizona, Arkansas, California, Iowa, Minnesota, New York, and Texas).

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<sup>12</sup> The Tennessee Uniform Residential Landlord Tenant Act only applies to tenants residing in counties in Tennessee with a population of 75,000 people or more.

<sup>13</sup> We note that in certain states if the landlord accepts rental payments after the termination of the original term of the lease, the lease may be considered extended as a month-to-month lease or renewed for the original term. See Question 4 for discussion of notice to terminate month-to-month tenancies.

<sup>14</sup> We also assumed that any person calling for assistance (a) believes that immediate law enforcement or other emergency assistance is needed and (b) met any other requirements, if any, under state law.



#	Question	# States with this Protection (of 52)	Range of Time (if applicable)
<b>D. Pre-Eviction Protections Including Notice and Opportunity to Cure Lease Violations</b>			
12	Does state law require the landlord provide a notice of lease violations and/or a right to cure before beginning the eviction process? If yes, how many days are required for the notice or cure period (as applicable)?		
	<b>Failure to Pay Rent</b>		
	a. Notice Required	44	
	b. Right to Cure	40	Immediately – 30 days
	c. Notice Required but No Right to Cure	8	3 – 10 days to vacate
	d. Right to Cure but No Notice Required	3	3 – 9 days
	e. No Notice or Right to Cure	4	
	<b>Illegal/Bad Acts</b>		
	a. Notice Required	30	1 – 30 days to vacate
	b. No Notice Required	22	
	<b>Other Violations</b>		
	a. Notice Required	45	
	b. Notice Required and Right to Cure	33	Reasonable amount of time – 30 days
	c. Notice Required but No Right to Cure	12	3 – 30 days to vacate
	d. No Notice or Right to Cure	7	
13	Does state law require that the landlord give notice prior to beginning an eviction action, separate and apart from any notice detailed in Question 12? If yes, how many days' notice is required?		
	a. Failure to Pay Rent	3	3 days to vacate
	b. Other Violations	5	3 - 30 days to vacate
	c. Illegal/Bad Acts	2	3 - 5 days to vacate
14	Does state law expressly permit tenants to waive their right to notices detailed in Question 12?	4	-
15	Does state law limit the reasons a landlord can evict a tenant or refuse to renew a lease at the end of its term?	6	-
16	Does state law expressly prohibit (i) evictions based on a tenant's use of emergency assistance and/or (ii) a waiver of a tenant's right to call emergency assistance in the lease?	14	-



## E. Eviction Fees, Right to Counsel, and Eviction Diversion Programs

Many policy discussions surrounding eviction include the eviction filing fees (i.e., landlord's cost to initiate an eviction), the tenant's right to counsel during eviction proceedings, and alternatives to eviction proceedings (i.e., eviction diversion programs). We note that while landlords and tenants are generally free to enter into lease agreements that provide additional protections beyond the minimum state requirements, any tenant protections relating to these items would require legislative action.

The amount of filing fees may impact when or if a landlord decides to pursue an eviction. We reviewed a 22-state sampling<sup>15</sup> of eviction filing fees and found that 12 of those states set fees at the state level.<sup>16</sup> In those states, eviction filing fees varied significantly, ranging from \$15 in the District of Columbia to \$370 in California.

Additionally, we researched a tenants' right to legal counsel for evictions. Since 2017, three states have passed legislation ensuring certain tenants have the right to legal counsel during the eviction process.

Lastly, we investigated state-level eviction diversion programs. Some states offer eviction diversion programs to help resolve or mediate landlord tenant disputes before or during the eviction process. These programs can include legal representation or legal counseling services for tenants, community outreach, housing/finance counseling, collaboration with local courts, and expedited access to Emergency Rental Assistance (ERA) prior to or in the early stages of the eviction process. At least 16 states have statewide diversion programs or pilots available, with many more programs offered at the county/municipal level that the states do not provide. Legal counseling services can also be integrated into eviction diversion programs.<sup>17</sup>

We note that even though municipal laws were outside the scope of our research, we encountered examples of municipalities instituting their own right to counsel and eviction diversion programs. For example, San Francisco's Proposition F in 2018 provides funding for legal counsel for every tenant facing eviction in San Francisco.<sup>18</sup> Also, landlords in Philadelphia are required to participate in the mandatory city-wide Eviction Diversion program prior to filing an eviction case. In addition to access to educational and financial resources, tenants may be assigned a city-funded housing counselor who meets with the tenant to assess finances and determine if there are other issues that may need to be addressed. During mediation sessions, a trained mediator facilitates the conversation between landlord and tenant. Such eviction diversion programs can be a significant resource to landlords and tenants.

To better understand the tenant experience as it pertains to the eviction process, we investigate the following:

### **17. Does the state provide a right to counsel for an eviction proceeding?**

We researched whether states provide that tenants have the right to legal counsel during eviction proceedings. In 2021, three states, Washington, Maryland, and Connecticut, passed legislation granting certain tenants a right to counsel during an eviction proceeding. All of these programs are only available to tenants below a certain income level.

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<sup>15</sup> The twenty-two states surveyed were Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Illinois, Kansas, Louisiana, Massachusetts, Michigan, Mississippi, Nevada, Ohio, Pennsylvania, West Virginia, and Wisconsin.

<sup>16</sup> Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Hawaii, Massachusetts, Michigan, and Wisconsin.

<sup>17</sup> Eviction diversion. U.S. Department of the Treasury. (2021, November 5). Retrieved September 2, 2022, from <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program/promising-practices/eviction-diversion>. Treskon, M., Greene, S., Fiol, O., & Junod, A. (2021). Eviction prevention and diversion programs. Washington, DC: Urban Institute.

<sup>18</sup> Wenus, L. (2022, August 19). Right to counsel helps tenants stay in place, but effort is short on attorneys. San Francisco Public Press. Retrieved September 2, 2022, from <https://www.sfpublishpress.org/right-to-counsel-helps-tenants-stay-in-place-but-effort-is-short-on-attorney>





Washington’s program provides counsel to certain tenants facing an unlawful detainer action. These tenants include individuals receiving certain forms of public assistance<sup>19</sup> or have an annual income of 200% or less of the current federally established poverty level. The state is required to pay the costs of legal services provided by an attorney appointed pursuant to this program.

Maryland’s program is expected to be fully implemented by October 2025. The program provides certain individuals facing eviction with access to legal representation in the courts. These individuals include any tenant that is a member of a household with an income that is not greater than 50% of the median income, adjusted for household size, in the state.

Connecticut’s program provides income-eligible individuals with legal representation during the eviction process. These individuals include those having household income at or below 80% of the state median income adjusted for family size or receiving certain types of public assistance.<sup>20</sup> When the landlord provides a notice to quit, they are also required to provide a one-page plain-language notice<sup>21</sup> informing the tenant of their rights to counsel.

### 18. Does the state require use of a diversion program prior to an eviction filing?

This topic addresses whether states mandate participation in eviction diversion programs either prior to filing an eviction act or during the eviction process. These programs are designed to avoid eviction proceedings by resolving landlord tenant disputes outside of a court setting. Mandating eviction diversion programs at the state level is extremely rare; we found that Tennessee was the only state that may mandate that tenants and landlords participate in mediation for eviction claims. Under the State of Tennessee’s Alternative Dispute Resolution Plan,<sup>22</sup> judges have the authority to “request that the parties use mediation, order the parties to mediation, or decide the case is not appropriate for mediation.” We note that participation in this Plan is available for all civil cases and was developed in response to “a growing backlog of cases in the areas of family, evictions, small claims and juvenile matters.”

#	Question	# States with this Protection (of 52)
<b>E. Eviction Fees, Right to Counsel, and Eviction Diversion Programs</b>		
17	Does the state provide a right to counsel for an eviction proceeding?	3
18	Does the state require use of a diversion program prior to an eviction filing?	1

<sup>19</sup> The forms of public assistance listed in the statute include temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services under RCW 74.09.035, pregnant women assistance benefits, poverty-related veterans’ benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income.

<sup>20</sup> The types of public assistance listed in the statute include Temporary Assistance for Needy Families, Supplemental Nutrition Assistance Program benefits, Medicaid, Supplemental Security Income, refugee resettlement benefits, rental assistance under chapter 138a of the general statutes of the state, or the federal Housing Choice Voucher Program.

<sup>21</sup> See <https://www.jud.ct.gov/HomePDFs/RighttoCounselNotice093021.pdf> for a copy of required notice.

<sup>22</sup> The ADR plan is addressed outside of the Tennessee’s Landlord Tenant Act. For more information, see <https://www.tncourts.gov/ADRPlan#%3A~%3Atext%3DThe%20Plan%20creates%20a%20process%2Cthe%20right%20to%20a%20t>.



## Conclusion

The laws that govern the landlord tenant relationship vary greatly from state to state, creating different levels of tenant protections and a complex legal framework that must be navigated by both landlords and tenants alike. Our findings demonstrate the extensive diversity of state approaches to landlord tenant laws, with some states showing unique, highly nuanced ways of governing their landlord tenant interactions. This research can be a useful and consolidated source of information for those parties interested in landlord tenant law.

## Appendix A

Alabama Code Title 35, Chapter 9A<sup>23</sup>

Alaska Statutes Section 34

Arizona Revised Statutes, Title 33, Chapter 10

Arkansas Code Title 18, Chapters 16 and 17

California Civil Code Division 3, Part 4, Title 5, Chapter 2

Colorado Revised Statutes Title 38, Article 12

Connecticut General Statutes Section 47a

Delaware Code Annotated Title 25, Part III, Chapters 51, 53 and 55

District of Columbia Municipal Regulations Title 14; District of Columbia Code Annotated Title 42, Subtitle VII, Chapter 35<sup>24</sup>

Florida Statutes Title VI, Chapter 83

Georgia Code Title 44, Chapter 7

Guam Code Title 21, Division 1, Chapter 48

Hawaii Revised Statutes Title 28, Chapter 521

Idaho Code Title 6, Chapter 3 and Title 55, Chapter 3

Illinois Compiled Statutes Chapter 765, Sections 705, 710, and 720

Indiana Code Title 32, Article 31

Iowa Code Title XIV, Chapter 562A

Kansas Statutes Chapter 58, Article 25

Kentucky Revised Statutes Chapter 383

Louisiana Revised Statutes Title 9, Book III, Code Title IX, Chapter 1; Louisiana Civil Code Book III, Chapter 3, Section 4

Maine Revised Statutes Title 14, Part 7, Chapter 709, Subchapter 1

Maryland Code, Real Property, Title 8

Massachusetts General Laws Chapter 186

Michigan Compiled Laws Chapter 554, Act 348 of 1972

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<sup>23</sup> We note that Alabama Code Title 35, Chapters 9 is entitled Landlord and Tenant; however, the information responding to our questions were not addressed in this statute, but instead address in the statutes listed.

<sup>24</sup> We note that District of Columbia Code Annotated, Title 42, Part VII, Chapter 32 is entitled Landlord and Tenant; however, the information responding to our questions were not addressed in this statute, but instead address in the statutes listed.



Minnesota Statutes Chapter 504B  
Mississippi Code Title 89 Chapters 7 and 8  
Missouri Revised Statutes Title XXIX, Chapter 441  
Montana Code Annotated Title 70, Chapter 24, Chapter 25, and Chapter 26 (Part 1)  
Nebraska Revised Statutes Chapter 76, Sections 76-1401 to 76-1449  
Nevada Revised Statutes Chapter 118A  
New Hampshire Revised Statutes Annotated Title LV, Chapter 540 and Chapter 540-A  
New Jersey Statutes Annotated Title 46, Sections 46:8-1 to 46:8-64  
New Mexico Statutes Annotated Chapter 47, Article 8  
New York Consolidated Laws Chapter 50, Article 7, Sections 220 to 238, and Chapter 81, Article 7  
North Carolina General Statutes Chapter 42  
North Dakota Century Code Title 47, Chapter 47-16, Chapter 47-17 and Chapter 47-32  
Ohio Revised Code Annotated Title 53, Chapter 5321  
Oklahoma Statutes Annotated Title 41  
Oregon Revised Statutes Volume 3, Title 10, Chapter 90  
Pennsylvania Statutes Annotated Title 68, Chapter 8, Sections 250.101 to 250.602  
Rhode Island General Laws Title 34, Chapter 34-18  
South Carolina Code Annotated Title 27, Chapter 40  
South Dakota Codified Laws Annotated Title 43, Chapter 32  
Tennessee Code Annotated Title 66, Chapter 28  
Texas Property Code Annotated Title 8, Chapter 91 and Chapter 92  
Utah Code Annotated Title 57, Chapter 17 and Chapter 22  
Vermont Statutes Annotated Title 9, Chapter 137, Sections 4451 to 4469a; 4471 to 4475  
Virginia Code Annotated Title 55.1, Chapter 12  
Washington Revised Code Annotated Title 59, Chapter 59.18  
West Virginia Code Annotated Chapter 37, Article 6 and Article 6A  
Wisconsin Statutes Annotated, Property, Chapter 704  
Wyoming Statutes Annotated Title 1, Chapter 21, Article 12



## Appendix B

### **Question 1:**

Arizona Revised Statutes, Title 33, Chapter 3

District of Columbia Code Annotated Title 42, Subtitle VII, Chapter 35B

Illinois Compiled Statutes Chapter 775, Sections 5/1-103, and 5/3-103

New York Consolidated Laws, Chapter 18, Article 15, Section 296

### **Question 2:**

California Government Code Title 2, Division 3, Part 2.8, Chapter 3

Colorado Revised Statutes Title 24, Article 34, Part 5

Connecticut General Statutes Title 46a, Chapter 814c, Part II

Delaware Code Annotated Title 6, Subtitle II, Chapter 46

District of Columbia Code Annotated, Title 2, Chapter 14, Unit A, Subchapter II, Part C

Illinois Compiled Statutes Chapter 775, Act 5, Article III

Maine Revised Statutes Title 5, Chapter 337, Subchapter 4

Maryland Code, State Government, Title 20, Subtitle 7

Massachusetts General Laws Chapter 151B

Minnesota Statutes Chapter 363A

New Jersey Statutes Annotated Title 10, Sections 10:5-12

New York Consolidated Laws Chapter 18, Article 15

North Dakota Century Code Title 14, Chapter 14-02.5

Oklahoma Statutes Annotated Title 25, Sections 25-1451 to 25-1453

Oregon Revised Statutes Volume 16, Title 51, Chapter 659A

Rhode Island General Laws Title 34, Chapter 34-37

Utah Code Annotated Title 57, Chapter 21

Vermont Statutes Annotated Title 9, Chapter 139

Virginia Code Annotated Title 36, Chapter 5.1

Wisconsin Statutes Annotated Chapter 106, Section 106.50

### **Question 3:**

N/A

### **Question 4:**

California Civil Code Division 2, Part 2, Title 3, Article 1, Section 827

New Jersey Statutes Annotated Title 2A, Section 18-61.1

**Question 5:**

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5501(d)

Maine Revised Statutes Title 14, Part 7, Chapter 710, Section 6028

New Jersey Statutes Annotated Title 2A, Sections 42-6.1 and 42-6.3

**Question 6:**

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5501(d)

Maine Revised Statutes Title 14, Part 7, Chapter 710, Section 6028

**Question 7:**

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5514(a)(2)

Maine Revised Statutes Title 14, Part 7, Chapter 710-A, Section 6032

Missouri Revised Statutes Title XXXVI, Chapter 535, Section 535.300

New York Consolidated Laws Chapter 24-A, Article 7, Title 1, Sections 7-101 to 7-109

**Question 8:**

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5514(f)

Maine Revised Statutes Title 14, Part 7, Chapter 710-A, Section 6033

Missouri Revised Statutes Title XXXVI, Chapter 535, Section 535.300

New York Consolidated Laws Chapter 24-A, Article 7, Title 1, Sections 7-101 to 7-109

**Question 9:**

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5514(f)

Maine Revised Statutes Title 14, Part 7, Chapter 710-A, Section 6033

Missouri Revised Statutes Title XXXVI, Chapter 535, Section 535.300

New York Consolidated Laws Chapter 24-A, Article 7, Title 1, Sections 7-101 to 7-109

**Question 10:**

Maine Revised Statutes Title 14, Part 7, Chapter 710, Section 6021

Massachusetts General Laws Chapter 111, Section 127A

New Hampshire Revised Statutes Annotated Title III, Title 48-A, Section 48-A:14

**Question 11:**

Alabama Code Title 20, Subtitle 2, Chapter 27, Subchapter 6, Section 20-27-608

Arkansas Code Title 16, Subtitle 7, Chapter 123, Subchapter 2, Section 16-123-208

Delaware Code Annotated Title 25, Part III, Chapter 55, Section 5516

Michigan Compiled Laws Section 600.5720

New Jersey Statutes Annotated Title 2A, Section 42-10.10

West Virginia Code Annotated Chapter 55, Article 3A, Section 3(g)



### **Questions 12 and 13:**

Arkansas Code Title 18, Chapter 60, Subchapter 3

California Civil Procedure Code Part 3, Title 3, Chapter 4, Section 1161

Colorado Revised Statutes Title 13, Chapter 40, Sections 104 and 107

Illinois Compiled Statutes Chapter 735, Article IX, Part 2, Sections 9-209 and 9-210; Illinois Compiled Statutes Chapter 740, Section 11

Louisiana Code of Civil Procedure Title XI, Chapter 1, Articles 4701 through 4705

Michigan Compiled Laws Chapter 600, Revised Judicature Act of 1961, Chapter 57, Sections 5714 and 5744

Missouri Revised Statutes Title XXXVI, Chapter 535, Sections 535.020, 535.030, and 535.060

Nevada Revised Statutes Chapter 40, Sections 40.2512, 40.2515, 40.2516, 40.253, and 40.254

New Jersey Statutes Annotated Title 2A, Sections 18-61.1 through 18-61.5

New York Consolidated Laws, Real Property Actions and Proceedings Law, Article 7, Sections 711 and 735; New York State Unified Court System [<https://nycourts.gov/courthelp/Homes/LTstarting.shtml>]

Ohio Revised Code Annotated Title 19, Chapter 1923, Sections 1923.02 and 1923.04

South Dakota Codified Laws Annotated Title 21, Chapter 16, Sections 21-16-1(4) and 21-16-2

Texas Property Code Annotated Title 4, Chapter 24, Sections 24.005(a) through (c)

Utah Code Annotated Title 78B, Chapter 6, Part 8, Section 802

Wyoming Statutes Annotated Title 1, Chapter 21, Article 10, Sections 1-21-1002 through 1-21-1003

### **Question 14:**

Louisiana Code of Civil Procedure Title XI, Chapter 1, Articles 4701 through 4705

### **Question 15:**

New Jersey Statutes Annotated, Title 2A, Section 18-61.1

### **Question 16:**

District of Columbia Code Annotated, Title 2, Chapter 14, Unit A, Subchapter II, Part C

New York Consolidated Laws, Civil Rights Law, Chapter 6, Article 9

### **Question 17:**

N/A

### **Question 18:**

Tennessee Supreme Court Rule 31