

STATE OF MINNESOTA

DISTRICT COURT

OCT - 9 2020

COUNTY OF

RAMSEY

2nd

JUDICIAL DISTRICT

JAMES SCHUENKE & LOWANA CYRUS

Plaintiff (tenant)

EMERGENCY TENANT

REMEDIES ACTION PETITION

Minn. Stat. 504B.381

vs.

NATOSHA CARNEY

Defendant (Landlord)

FILE NO:

62-HG-CV-20-862

Plaintiff states under oath:

1) My address is

1544 BEECH ST. SAINT PAUL, MN 55106

2) My landlord's name is

NATOSHA CARNEY

3) My landlord's address is

1010 WESLEY CT. ROCKFORD MN 55375

4) The monthly rent is \$

1200.00

5)

I notified the landlord that I was filing this action at least 24 hours before I filed.

or

I tried to notify the landlord that I was filing this action by: \_\_\_\_\_

6) I have an emergency involving the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services the landlord is responsible for. My emergency is:

HEAT - NO FURNACE, PROPERTY IS DUE TO BE VACATED - 10/20

NO CERTIFICATE OF OCCUPANCY

7) Besides the emergency, my rental unit also has the following repair problems:

MOLD THROUGHOUT BASEMENT, ELECTRICAL FIXTURES/PANEL,

WINDOW LOCKS, BROKEN DOORS & FRAMES

8) I respectfully ask the court to issue an order including the following:

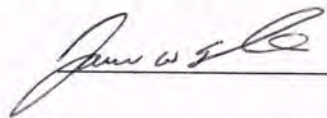
- (a) Order the landlord to take care of the emergency right away.
- (b) Set a hearing to check on the landlord's compliance with this order and to consider this other relief:
  - (i) Give me a refund of rent I paid to cover the time period of the emergency.
  - (ii) For any repairs the landlord doesn't get done by the court's deadline, fine the landlord as provided in MN Statute Section 504B.391.
  - (iii) Order the landlord to make all the other necessary repairs.
  - (iv) Lower my rent to \$ 0 per month until the month after all the repairs are done. For any repairs that the landlord does not get done by the Court's deadline, authorize me to pay for the repairs myself and take it off future rent.
  - (v) Enter a judgment in my favor for \$ 1,200.00 to compensate me for rent paid while there were repair problems, including attorney's fees. Let me collect the judgment by taking it off my rent.
  - (vi) If I am forced to move, order the landlord to put me into another apartment or to pay for temporary shelter and moving costs and to return my security deposit right away.
  - vii. Other:

Reimbursement for filing fees \$300.00

9) To the best of my knowledge, I am not filing this case for an improper reason, such as harassment or delay; my claims are supported by the law, and there is evidence for them. I know that I can be fined or sanctioned by the court if this statement is false.

**I declare under penalty of perjury that everything I have stated in this document is true and correct.**

Dated: 10-9-2020

 Jowana Cyrus  
Signature

Name: JAMES SCHUENKE & JOWANA CYRUS

Address: 1544 BEECH ST.

City, State, Zip: SAINT PAUL, MN

Phone: 920-851-9149 or 612.558.1295

E-mail: J.SCHUENKE10@GMAIL.COM



SAINT PAUL CENTRAL OFFICE  
55 East Fifth Street, Suite 400  
Saint Paul, MN 55101

Phone: (651) 222-5863 • Fax: (651) 297-6457  
Website: [www.smrls.org](http://www.smrls.org) • Email: [central@smrls.org](mailto:central@smrls.org)

October 7, 2020

Natosha Carney  
1010 Wesley Ct.  
Rockford, MN 55373

via U.S. Mail, and email: [monikcarney@live.com](mailto:monikcarney@live.com),

Re: Repair Request, Jowana Cyrus and James Schuenke, 1544 Beech Street

Ms. Carney,

I am writing on behalf of my clients, Jowana Cyrus and James Schuenke. Ms. Cyrus and Mr. Schuenke, are your tenant at 1544 Beech Street, St. Paul. The home has been inspected by the St. Paul Department of Safety and Inspections and there is no Certificate of Occupancy for the rental property. On September 8, 2020, you were given notice that the heating system for the property was not functioning. As of the date of this letter, the heating system is not functioning. You were then provided notice again on September 21, 2020 regarding the heating system and mold in the basement.

Minnesota Statute §504B.161 requires an owner to keep and maintain their properties. A landlord is also required to keep the unit in reasonable repair and in compliance with applicable health and safety codes. This includes the a valid Certificate of Occupancy. Under Minnesota Statute §504B.385, *et. seq.*, a tenant can enforce these standards when an landlord is noncompliant. Under Minn. Stat. §504B.395 a tenant can file a case to enforce the tenant's rights to repairs. The tenant may ask the court to temporarily take the property away from you and place it in an administratorship.

Additionally, because there is no Fire Certificate of Occupancy, Ms. Cyrus and Mr. Schuenke do not have a duty to pay rent. *See Beaumia v. Eisenbraun*, 2007 WL 2472298 (Sept. 4, 2007). Furthermore, and eviction action for non-payment of rent or a termination of the lease is prohibited by Minnesota Executive Order 20-79. Also, be advised that retaliation is not allowed. Minn. Stat. §504B.441, *Central Housing Associates v. Olson*, 929 N.W.2d 398 (Minn. 2019).

As you are already aware, my clients have filed a rent escrow action, *James Schuenke and Jowana Cyrus v. Natosha Carney*, 62-HG-CV-20-845, against you to enforce their right to repairs. Additionally, the City of St. Paul, will order the building be vacated on October 20, 2020 if the heating system is not functional.

I have advised my clients of their legal rights and remedies, and they are prepared to continue in court. However, they would prefer to reach an agreement. Please find attached a Mutual Lease Termination Agreement.

You may contact me at 651-222-5863 or [Thuzong.xiong@smrls.org](mailto:Thuzong.xiong@smrls.org) to discuss the repairs or the Mutual Lease Termination Agreement.

Sincerely,

/s/ Thuzong Xiong

Thuzong Xiong  
Attorney at Law

cc: Clients



## Mutual Lease Termination Agreement

Whereas, Jowana Cyrus and James Schuenke, Tenants, and the Natosha Carney, Landlord, entered into a residential lease for 1544 Beech Street, St. Paul, MN 55106.

Whereas, Landlord and Tenant now wish to enter mutually terminate the resident lease.

Therefore, Landlord and Tenant enter into the following terms:

1. Within 24 hours of entering this Agreement, Landlord shall pay or return:
  - a. \$1,200 for September rent
  - b. \$1,400 for the security deposit
  - c. \$2,236.97 for labor and materials related to improvements, repairs, and other work at 1544 Beech Street.
2. Within 24 hours of entering this Agreement, Landlord shall remove the Google review, Better Business Bureau review related to Tenants' business, C3 Essentials, LLC, and any and all other reviews created by or under the control of Landlord. Landlord will not create or influence any other reviews of Tenants' business.
3. Tenants shall vacate 1544 Beech Street within 14 days of entering this Agreement, taking all personal property and surrendering keys.
4. The Rent Escrow Action, *James Schuenke and Jowana Cyrus v. Natosha Carney*, 62-HG-CV-20-845, will be dismissed without prejudice, and the amounts in escrow with the Court shall be returned to Tenants.

\_\_\_\_\_  
Natosha Carney  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Schuenke  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jowana Cyrus  
Tenant

\_\_\_\_\_  
Date

Dropped off by  
Sheriff to over court  
hearing 10-8-2020

# MINNESOTA NOTICE TO QUIT

Natosha carney  
1010 wesley court, Rockford, Minnesota, 55373  
(651) 867-7072  
MONIKCARNEY27@GMAIL.COM

Date September 1 2020

To Jowana Cyrus and James Schuenke

*And all individuals (tenants, occupants, and subtenants) in possession of the Premises*


The Premises herein referred to in this official notice to quit is located at 1544 Beech Street, Saint Paul, Minnesota, 55106 with a lease agreement commencing on September 1 2020 between Jowana Cyrus and James Schuenke and Natosha carney . This notice to quit has been sent by the Landlord to the Tenant(s) due to a non-compliance in the lease agreement that can be described as:

Tenant have multiple serious lease violations. Tenants have prevented emergency home improvements by changing door locks. Tenants also stated that they have made multiple alterations which are not allowed without the landlords permission.

You shall have the right to fix the above-stated non-compliance or vacate the premises immediately upon receiving this notice.

**YOU ARE FURTHER NOTIFIED THAT** the Landlord does hereby elect to declare that forfeiture of your lease agreement under which you hold possession, to the above-described premises, if you fail to perform or otherwise comply will institute legal proceedings to recover rent and possession of said premises which would result in a judgment against you including costs and necessary disbursements together with possible statutory damages as allowed by law for such unlawful possession of the premises.

**Landlord/Agent Signature**  
By Natosha Carney



---



James & Jowana

~~102-111-CU-20-045~~

## MINNESOTA NOTICE TO QUIT

Natosha carney  
1010 wesley court, Rockford, Minnesota, 55373  
(651) 867-7072  
MONIKCARNEY27@GMAIL.COM

Date September 1 2020

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Landlord/Agent Signature  
By Natosha Carney



Received by  
mail 10/6/2020

Emailed to us

M

(no subject)  
1 message

Monika Carney <monikac@live.com>  
Tel: 651-867-7072 <651-867-7072>

Tue, Sep 22, 2020 11:40 PM

### LEASE TERMINATION LETTER

Dear James Schuenke and Jowana Cyrus,

I/We, Natasha Carney, am your Landlord for the Property located at 1544 Beech St, Saint Paul, Minnesota, 55106 and this letter represents official notice to terminate the tenancy for the lease signed on September 1 2020 of which there was a Security Deposit placed in the amount of 14.00.

James Schuenke and Jowana Cyrus, along with possessions, shall be required to vacate the Property by October 25 2020.

Please respond to us by email at monikacarney@live.com or by phone at (651) 867-7072 to obtain your new mailing address on where to send the Security Deposit. On the last day of this notice a move-out inspection shall be performed to view the condition of the Property. It is recommended that all parties involved be present to lessen the likelihood of any potential deductions to the Security Deposit.

Landlord's Signature  
Natasha Carney





From: Natosha Carney monikcarney27@gmail.com

Date: Sep 29, 2020 at 7:01:44 PM

To: c3essentials20@gmail.com

Emailed to us

## LEASE TERMINATION LETTER

Dear James Schuenke and Jowana Cyrus,

I/We, Natosha Carney, am your Landlord for the Property located at 1544 Beech St, Saint Paul, Minnesota, 55108 and this letter represents official notice to terminate the tenancy for the lease signed on September 1 2020 of which there was a Security Deposit placed in the amount of 1,400.00.

James Schuenke and Jowana Cyrus, along with possessions, shall be required to vacate the Property by October 25 2020.

Please respond to us by email at monikcarney@live.com or by phone at (651) 867-7072 to obtain your new mailing address on where to send the Security Deposit. On the last day of this notice a move-out inspection shall be performed to view the condition of the Property. It is recommended that all parties involved be present to lessen the likelihood of any potential deductions to the Security Deposit.

Landlord's Signature  
Natosha Carney

A handwritten signature in black ink, appearing to be "Natosha Carney", written over a horizontal line. The signature is stylized with a large, sweeping arch over the first part of the name.

## LEASE TERMINATION LETTER

Dear James Schuenke and Jowana Cyrus,

I/We, Natosha Carney, am your Landlord for the Property located at 1544 Beech St, Saint Paul, Minnesota, 55106 and this letter represents official notice to terminate the tenancy for the lease signed on September 1 2020 of which there was a Security Deposit placed in the amount of 1,400.00.

James Schuenke and Jowana Cyrus, along with possessions, shall be required to vacate the Property by October 25 2020.

Please respond to us by email at monikcarney@live.com or by phone at (651) 867-7072 to obtain your new mailing address on where to send the Security Deposit. On the last day of this notice a move-out inspection shall be performed to view the condition of the Property. It is recommended that all parties involved be present to lessen the likelihood of any potential deductions to the Security Deposit.

**Landlord's Signature**  
Natosha Carney



This was taped to the  
front door of the residence  
1544 Beech St Saint Paul  
MN 55104

Oct 1<sup>st</sup> 2020  
5:30 pm  
we arrived home  
from work.



10/09/2020

To whom this may concern:

Today we are requesting emergency relief for the address of 1544 Beech St Saint Paul, Mn 55106 due to the overwhelming amount of serious housing violations committed by our current landlord Natosha Carney. We are asking that an administrator-ship be placed on the property immediately to fix the repairs on the home and take over operations of tenancy, or any other options in the avadavat that will offer immediate relief from the hardships are family may face.

On October 20<sup>th</sup> the fire inspector will come to our home and condemn it due to no progress

The following housing violations are not only a direct attempt to retaliate against us for seeking out our legal rights, but also intentional criminal acts.

- Ms. Carney has been advised multiple times by ourselves and numerous officials that she is in violation of the law by illegally renting the home, city codes by having no functional and inspected furnace and no certificate of occupancy, and our rights by neglecting to maintain a home with habitable conditions (Saint Paul city inspector James Thomas, our legal representative Thuzong Xiong with southern legal aide and Hearing officer Marcia McDonald).
- Ms. Carney has not only put our family's health and stability at risk, but intentionally neglected her duties as a landlord to ensure a habitable, safe and clean home. She has had one month to come into compliance and as of 10-09-2020 Ms. Carney is no closer than the day she was informed September 8<sup>th</sup>, 2020.
- Ms. Carney retaliated against us repeatedly by making up excuses as to why the repairs have not been made and even stating outright that she will not make any repairs until we vacate the property while consistently sending notices to vacate with no legal basis for her requests. 5 notices in 10 days beginning September 29<sup>th</sup> 2020.
- We attempted to negotiate multiple times with less and less progress each attempt, even with legal counsel.
- We are seeking our rent for September be returned due to Ms. Carney having no certificate of occupancy, so the true safety of the home cannot be verified while having no functional oven and furnace.
- The furnace as of 10-09-2020 is not operable and there is no certificate of occupancy for the legal rights to rent this home. We notified Ms. Carney September 8<sup>th</sup>, 2020 that the furnace was not functional and again September 21<sup>st</sup>, 2020.
- We have 11 days from today 10-09-2020 until the inspector comes and deems the home uninhabitable and issues a notice to condemn and vacate the property. This would make our family instantly homeless. Expose us to Covid -19. There is not enough time allowed for us to pack our belongings or find proper, safe and affordable housing.
- We are asking that the courts consider to allow the tenants to make necessary repairs and deduct it from the rent to ensure personal health and safety as well as the safety of the house itself.





CITY OF SAINT PAUL

375 Jackson Street, Suite 220  
St Paul, Minnesota 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-9124  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

September 17, 2020

Guardian Property Management  
708 CLEVELAND AVE SW SUITE 160  
NEW BRIGHTON MN 56112 USA

## **CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 1544 BEECH ST  
Ref. # 118640

Dear Property Representative:

An inspection was made of your building on September 17, 2020 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. A reinspection will be made on October 6, 2020 at 2:00P.M..

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

### **DEFICIENCY LIST**

1. Attic - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work may require a permit(s). Call DSI at (651) 266-8989.-
2. SPLC 40.01 SECTION FIRE CERTIFICATE OF OCCUPANCY REQUIREMENT. - All existing building are required to have and maintain a fire certificate of occupancy, issued by the fire marshal. The certificate shall be an indication that the buildings meets, at the time o's f inspection, all relevant codes to maintain the health, safety and the welfare of the building's occupants and the general public . It shall be a misdemeanor to rent or lease, or permit the occupancy of , a building or structure or portion thereof which does not have a fire certificate of occupancy-
3. SPLC CHAPTER 40. SECTION 40.12 -ILLEGAL OCCUPANCY- NO PERSON SHALL OCCUPY ANY building which does not have a fire certificate of



occupancy. Any unit or structure which is so occupied shall be subject to the provisions of section 34.23(2) of the legislative code relating to ILLEGAL occupancy. Such illegal occupancy also constitutes a hazard to the health, safety or welfare of the occupants and the public, and may be CONDEMNED BY THE APPROPRIATE ENFORCEMENT OFFICER under section 34.23 of the legislative code.-

4. NEC 110.26 - Provide and maintain a minimum of 36 inches clearance in front of all electrical panels.-
5. SPLC 34.11 (6), 34.35 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.-
6. SPLC 34.11 (6) - Provide and maintain a minimum of 68 degrees F in all habitable rooms at all times.-

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: [james.thomas@ci.stpaul.mn.us](mailto:james.thomas@ci.stpaul.mn.us) or call me at 651-266-8983 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

James Thomas  
Fire Safety Inspector

Ref. # 118640

Zimny, Joanna (CI-StPaul) joanna.zimny@ci.stpaul.mn.us  
FW: 1544 Beech St.Carney Ltr.10-6-20  
Oct 6, 2020 at 2:54:20 PM  
j.schuenke10@gmail.com  
Shaff, Leanna (CI-StPaul) leanna.shaff@ci.stpaul.mn.us

My apologies, I mistyped your email. Please see attached and below.



**Joanna Zimny**

*Executive Assistant*

City Council Legislative Hearings  
15 W. Kellogg Blvd - Suite 310  
Saint Paul, MN 55102  
P: 651-266-8515



Making Saint Paul the Most Livable City in America

 Please consider the environment before printing this email

**From:** Zimny, Joanna (CI-StPaul)  
**Sent:** Tuesday, October 6, 2020 2:45 PM  
**To:** [monikcarney@live.com](mailto:monikcarney@live.com); [j.scheunke10@gmail.com](mailto:j.scheunke10@gmail.com)  
**Cc:** Thomas, James (CI-StPaul) <[james.thomas@ci.stpaul.mn.us](mailto:james.thomas@ci.stpaul.mn.us)>;  
Neis, Adrian (CI-StPaul) <[adrian.neis@ci.stpaul.mn.us](mailto:adrian.neis@ci.stpaul.mn.us)>; Perucca,  
James (CI-StPaul) <[james.perucca@ci.stpaul.mn.us](mailto:james.perucca@ci.stpaul.mn.us)>; Shaff, Leanna  
(CI-StPaul) <[leanna.shaff@ci.stpaul.mn.us](mailto:leanna.shaff@ci.stpaul.mn.us)>; Wiese, Angie (CI-StPaul)  
<[angie.wiese@ci.stpaul.mn.us](mailto:angie.wiese@ci.stpaul.mn.us)>  
**Subject:** 1544 Beech St.Carney Ltr.10-6-20

Attached please find a letter regarding the above matter.

Thank you,  
Joanna

**Joanna Zimny**

*Executive Assistant*

City Council Legislative Hearings  
15 W. Kellogg Blvd - Suite 310  
Saint Paul, MN 55102  
P: 651-266-8515



Making Saint Paul the Most Livable City in America

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## CITY OF SAINT PAUL

OFFICE OF THE CITY COUNCIL

310 CITY HALL

15 WEST KELLOGG BOULEVARD

SAINT PAUL, MN 55102-1615

Marcia Moermond, Legislative Hearing Officer

EMAIL: [legislativehearings@ci.stpaul.mn.us](mailto:legislativehearings@ci.stpaul.mn.us)

PHONE: (651) 266-8585 FAX: (651) 266-8574

October 6, 2020

Natosha Carney  
1544 Beech St.  
St. Paul, MN 55106

James Schuenke  
1544 Beech St.  
St. Paul, MN 55106

VIA EMAIL: [monikcarney@live.com](mailto:monikcarney@live.com)

VIA EMAIL: [j.scheunke10@gmail.com](mailto:j.scheunke10@gmail.com)

Re: Appeal for Property at 1544 Beech Street

Dear Ms. Carney:

This is to confirm that on October 6, 2020 at the Legislative Hearing, Marcia Moermond, the Legislative Hearing Officer recommended that the City Council grant an extension to October 20, 2020 for compliance on all items. If the heat is not restored by this date, under permit required by law, the property must be vacated.

Should you wish to appeal further, the City Council Public Hearing is on October 14, 2020 at 3:30 p.m. Due to the COVID-19 pandemic, **we will not be holding public hearings in person**. If you are contesting Ms. Moermond's recommendation, you may send written testimony to be added to the record to [legislativehearings@ci.stpaul.mn.us](mailto:legislativehearings@ci.stpaul.mn.us) or [CouncilHearing@ci.stpaul.mn.us](mailto:CouncilHearing@ci.stpaul.mn.us) or by voicemail at 651-266-6805. If you don't wish to contest, no further action is needed.

If you have any questions, please contact me at 651-266-8585.

Sincerely,  
/s/

Joanna Zimny  
Legislative Hearing Executive Assistant

c: Fire Supervisors  
James Thomas - Department of Safety & Inspections, Fire Safety Inspector

Google Maps



Map data ©2020 200 ft

Google Maps

### C3 Essentials

Cleaners

PLACE DETAILS



**Natosha Carney**

★☆☆☆☆ 2 days ago

They are con people you have to watch the work and time they're doing it because they will exaggerate the time and over charge you. They didn't even clean the area I paid them to and charged me for doing what they wanted to do. I sent a complaint to be bbb it should be available soon

👍 Like    🔗 Share



Court

**TEXT MESSAGE LOG**

**NATOSHA 6518677072**

=====

[www.printtextmessages.net](http://www.printtextmessages.net)

~~02-11-2020~~

**#1 - Tue 29 Sep 2020 - 7:03:34 PM**

*SMS From : 6518677072*

Good thing you got the a court date I still have your message saying your leaving and the confirmation that you refused the 30 day as we'll see you in court

=====

**#2 - Sat 03 Oct 2020 - 10:51:57 AM**

*SMS From : 6518677072*

I sent you a letter informing you that we needed to get in which you've refused the inspection is canceled for the 6th I appealed and and you need to hurry up and find a new place I've tried multiple time to contact you to inform you when I will be there and you are putting my property at risk not only did you change the locks without my permission your doing unauthorized work I will be send information you a seven day notice to leave my property that will be served by the sheriffs

=====

**#3 - Sat 03 Oct 2020 - 10:52:11 AM**

*SMS From : 6518677072*

And I will be going to court to Clarke immediate custody of the property

=====

**#4 - Sat 03 Oct 2020 - 11:00:03 AM**

*SMS From : 6518677072*

Another lease violation thanks for the help

=====

**END OF TEXT MESSAGE LOG  
NATOSHA 6518677072**

**Tue 29 Sep 2020 - 7:03:34 PM**

**to**

**Sat 03 Oct 2020 - 11:00:03 AM**

=====

[www.printtextmessages.net](http://www.printtextmessages.net)

=====

**TEXT MESSAGE LOG**

**NATOSHA 6518677072**

=====

[www.printtextmessages.net](http://www.printtextmessages.net)

**#1 - Thu 08 Oct 2020 - 1:27:23 PM**  
*SMS From : 6518677072*

If you want to sit down and come to a real agreement we can the only thing I'm offering is your deposit back and the money for October. With no right for future claims. Your attorney is not as intelligent as is portrays to be. Read the information on the governors page they're not doing evictions for non payment but for the reasons I put forth they are. I'm not trying to get over on you I want my house and I want it remodeled I didn't want things to come to this but the lease states I don't have to pay for any alterations that I didn't approve. The heat doesn't have to be working in September so that is the reason I'm not refunding it. You're wasting more money on the argument than you'll get back. So if you want that agreement that's fine but anything more we'll have to settle in court

=====

**#2 - Thu 08 Oct 2020 - 8:16:26 PM**  
*SMS To : +16518677072*

Let us reiterate that we will be going to file an emergency tenant remedies action, since we can't seem to come to a mutual agreement on the termination of tenancy. There is the issue with you not having a certificate of occupancy as well as a furnace that is not operable. We will be filing tomorrow.

=====

**#3 - Thu 08 Oct 2020 - 8:17:13 PM**  
*SMS From : 6518677072*

Ok see you in court

=====

**#4 - Thu 08 Oct 2020 - 8:18:29 PM**  
*SMS From : 6518677072*

No matter what happens it's a fine that's all but you will have an eviction on your background

=====

**#5 - Thu 08 Oct 2020 - 8:20:29 PM**  
*SMS From : 6518677072*

I'll fix the furnace after I pull the permits it takes time but it will get done but even if I fix the furnace you still have to go and that's all that matters

=====

**#6 - Thu 08 Oct 2020 - 8:21:18 PM**  
*SMS From : 6518677072*

The judge already told you that the certificate of occupancy is my problem not yours

=====

**#7 - Thu 08 Oct 2020 - 8:24:33 PM**  
*SMS From : 6518677072*



And if I file for the eviction after your failure to leave in 14 days I will start taking the legal fee out of your security as stated in the lease

=====

**#8 - Thu 08 Oct 2020 - 8:25:36 PM**  
SMS From : 6518677072

Next weekend Heath will need to come to finish the basement.

=====

**#9 - Thu 08 Oct 2020 - 8:40:45 PM**  
SMS To : +16518677072

Ok send a letter, or leave a note on the door or email us dates and times.

=====

**#10 - Thu 08 Oct 2020 - 8:41:03 PM**  
SMS From : 6518677072

Ok

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**END OF TEXT MESSAGE LOG**  
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## RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement" or the "Lease") is made and entered into on , by and between (hereinafter referred to as "LANDLORD") and (hereinafter referred to as "TENANT"). No other tenants are allowed without the written consent of the LANDLORD, or the execution of a new lease agreement.

### PREAMBLE:

**WHEREAS**, the LANDLORD is the proprietor of the real estate property located at , in County (hereinafter referred to as the "Premises"); and

**WHEREAS**, the LANDLORD wishes to lease the Premises to the TENANT upon the terms and conditions contained in this Agreement; and

**WHEREAS**, the TENANT wishes to lease the Premises from the LANDLORD upon the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the covenants and obligations contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I - TERM

The lease term begins on (hereinafter referred to as the "Commencement Date"), and shall terminate at 12 o'clock midnight on . The TENANT shall vacate the premises upon termination of the Agreement, unless (i) the LANDLORD and the TENANT have agreed to extend this Agreement or have signed a new lease agreement; (ii) the LANDLORD accepts further rent from the TENANT (other than past due rent), in which case a month-to-month tenancy shall be created which either party may terminate by a thirty (30) day written notice. In the event a month-to-month tenancy results, rent shall be at a rate agreed to by the LANDLORD and the TENANT, or as allowed by law; all other terms and conditions of this Agreement shall remain in full force and effect.

*one year lease beginning Sep. 1, 2000 with a 60 day notice to move N.C.*

### ARTICLE II - PAYMENTS

"Rent" shall mean all monetary obligations owed by the TENANT to the LANDLORD under the terms of this Agreement, except for the security deposit, if any.

**Amount:** The total monthly rent for the duration of this Agreement is the sum of per month. *\$1,200<sup>00</sup> with plus 200 a month used to fix the house N.C.*

**Due Date:** Rent is payable by the day of each month and shall be considered late days after aforementioned date. *1<sup>st</sup> of month*

**Commencement Date:** Rent for the period beginning on the Commencement Date is due no later than seven (7) days prior to such date. All other payments are to be paid as set forth above.

**Payment Information:** All rent payments due under this Agreement shall be made directly to the LANDLORD at LANDLORD's address listed here: , , or any other location subsequently specified by the LANDLORD in writing to the TENANT, on or before its due date and without demand. If any payment is returned for non-sufficient funds, stop payment, or account closure by the TENANT's bank, the LANDLORD may charge appropriate fees, as detailed in the Late Charge Section below.



We will provide insurance once obtained N.C.

### ARTICLE III - DAMAGE TO PREMISES & INSURANCE

If, by no fault of the TENANT, the Premises are totally or partially damaged or destroyed by fire, earthquake, flood, storm, accident, civil commotion, or other unavoidable cause so as to render the Premises totally or partially uninhabitable, either the LANDLORD or the TENANT may terminate this Agreement by giving the other written notice. Rent shall be prorated on a thirty (30) day period based upon the date the Premises became totally or partially uninhabitable, and the prorated amount shall become the then-current monthly rent until the Premises are returned to their original condition. If the Agreement is not terminated, the LANDLORD shall promptly repair the damage, and the Rent shall be reduced based on the extent to which the damage interferes with the TENANT's reasonable use of the Premises. If damage occurs as a result of an act of the TENANT or the TENANT's guests, only the LANDLORD shall have the right of termination, and no reduction in Rent shall be made.

The TENANT is advised to carry TENANT's own insurance (ie. Renter's Insurance) to protect the TENANT's property from any such loss or damage. The TENANT's or guests' personal property and vehicles are not insured by the LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Nevertheless, the TENANT shall comply with any requirement imposed on the TENANT by the LANDLORD's insurer to avoid: (i) an increase in LANDLORD's insurance premium (or TENANT shall pay for the increase in premium); or (ii) loss of insurance.

### \$50<sup>00</sup> N.C. ARTICLE IV - OTHER FEES

**Late Charge:** The TENANT acknowledges that late payment of Rent may cause LANDLORD to incur costs and expenses, the exact amount of which is extremely difficult and impractical to determine. These costs may include but are not limited to: processing, enforcement, accounting expenses and late charges imposed on the LANDLORD. Partial payments are not accepted. In the event that any payment required to be paid by TENANT hereunder is not made within days after it is due, the TENANT shall pay to the LANDLORD, in addition to such payment or other charges due hereunder, a "late fee" in the amount of . Late fees are deemed additional Rent.

**Returned Checks:** The TENANT acknowledges that the issuance of a returned check may cause the LANDLORD to incur additional costs and expenses, the exact amount of which is extremely difficult and impractical to determine. If any payment is returned by the TENANT's financial institution, for any reason, the LANDLORD may require all future payments to be made in cash or by certified check. In addition, the TENANT shall pay a returned check fee. All fees, late fees, and service charges incurred by the TENANT, as well as any expenses including reasonable attorney's fees incurred by the LANDLORD in instituting and prosecuting any actions by reason of any default of the TENANT hereunder, shall be deemed to be additional rent and shall be due from the TENANT to the LANDLORD immediately following the incurring of the respective expenses, the nonpayment of which shall be a breach of this Agreement for nonpayment of rent.

### ARTICLE V - USE OF THE PREMISES

The Premises shall be used and occupied by the TENANT and the TENANT's immediate family, consisting of people, exclusively, and no part of the Premises shall be used at any time during the term of this Agreement by the TENANT for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. The TENANT



shall not allow any other person, other than TENANT's immediate family or transient relatives and friends who are guests of the TENANT, to use or occupy the Premises without first obtaining the LANDLORD's written consent to such use. The TENANT shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Any additions to the household members named on this Lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the LANDLORD. Such approval will be granted only if the new family members pass the LANDLORD's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. The TENANT agrees not to have the same overnight guest for more than consecutive nights, and no more than a total of nights per year.

The TENANT shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**Pets:** Pets are not allowed at the Premises without the express written consent of the LANDLORD. No animal that is undomesticated or that is considered illegal according to federal, state or local law will be tolerated at the Premises. The TENANT shall be responsible for any possible damage caused by an authorized or unauthorized pet, including but not limited to: damage to house (and yard) caused by urination/defecation, pests brought into the property on or by the animal, damage to the house, yard or third parties caused by actions of the pet (scratching, clawing, biting, etc.), or any claims brought by a third party due to the animal.

1 dog 15 lbs

#### ARTICLE VI - CONDITION OF PREMISES: IMPROVEMENTS

The TENANT hereby stipulates, represents and warrants that the TENANT has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and habitable condition. The TENANT has examined and determined that all included appliances and fixtures, if any, including smoke detector(s), are clean and in operable condition, within one month of move-in.

**Lead-Based Paint Disclosure:** This property built before 1978. Housing built before 1978 may contain lead-based paint. Lead paint, paint chips and dust can cause health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint hazards in the dwelling. Renters must also receive a federally-approved pamphlet on lead poisoning prevention.

**Neighborhood Conditions:** The TENANT is advised to seek information as to the neighborhood or area conditions, including: schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of TENANT. The TENANT's



dissatisfaction with any of these issues shall in no way be a valid reason for terminating this Agreement or failing to make the necessary rental payments.

**Improvements & Alternations:** The TENANT shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the LANDLORD. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the TENANT shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be and become the property of the LANDLORD and remain on the Premises at the expiration or early termination of this Agreement. Should the TENANT fail to obtain the LANDLORD's written consent for such alterations or improvements, then the LANDLORD may charge the TENANT for restoration of the Premises to the condition it was in prior to any alterations or improvements. The TENANT shall not be allowed to make any repairs, alternations, or improvements in or about the Premises including but not limited to: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. The LANDLORD shall not be responsible for costs of alternations or repairs made by the TENANT, and the TENANT shall not be allowed to deduct from the Rent the costs of any such repairs, alternations or improvements done without the LANDLORD's consent. Any unilateral deduction made by the TENANT shall be considered unpaid Rent.

#### **ARTICLE VII - KEYS; LOCKS**

The TENANT shall be issued keys to the property and keys to the mailbox by the LANDLORD upon the signing of this Agreement.

In the event the TENANT loses the keys that were issued at the signing of this Agreement and the TENANT requests more keys from the LANDLORD, the TENANT shall be required to pay, in advance, per key requested.

In addition, there will be a charge for the second and each subsequent time the LANDLORD is called to let any of the TENANTS into the Premises, whatever the reason.

In the event the TENANT re-keys existing locks or opening devices with the LANDLORD's consent, the TENANT shall immediately deliver copies of all keys to the LANDLORD. The TENANT shall pay all costs and charges related to loss of any keys or opening devices. The TENANT may not remove locks, even if installed by the TENANT.

#### **ARTICLE VIII - NO ASSIGNMENT OR SUB-LETTING**

The TENANT shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the LANDLORD. Unless such consent is obtained, any assignment, transfer or subletting of the Premises or of this Agreement or tenancy, by voluntary act of the TENANT, by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Agreement. Any proposed assignee, transferee or sub-TENANT shall submit to the LANDLORD an application and credit information for LANDLORD's approval and, if approved, sign a separate written agreement with the LANDLORD and the TENANT. The LANDLORD's consent one such assignment, sub-letting or license shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release the TENANT or TENANT's obligations under this Agreement. An assignment, sub-letting or license without the prior written consent of the LANDLORD, or an assignment or sub-letting by operation of law, shall be absolutely null and void and shall, at LANDLORD's option, terminate this Agreement.



## **ARTICLE IX - NON-DELIVERY OF POSSESSION**

In the event the LANDLORD cannot deliver possession of the Premises to TENANT upon the Commencement Date, such Date shall be extended to the date on which possession is made available to TENANT. If non-delivery of possession is through no fault of the LANDLORD or its agents, then the LANDLORD or its agents shall have no liability, but the rent provided for herein shall be abated until possession is given. The LANDLORD or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, the TENANT hereby agrees to accept the Premises and pay the rent stated herein from that date forward. In the event possession cannot be delivered within thirty (30) days, through no fault of LANDLORD or its agents, then the TENANT may terminate this Agreement by giving written notice to the LANDLORD, and the TENANT shall be refunded all Rent and security deposit paid, if any. Possession is deemed terminated when the TENANT has returned all keys to the Premises to the LANDLORD.

## **ARTICLE X - UTILITIES; STORAGE; PARKING**

**Utilities:** shall be responsible for arranging and paying for all utility services required on the Premises.

**Storage:** The TENANT shall store only personal property that TENANT owns, and shall not store property claimed by another or in which another has any right, title or interest. The TENANT shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

**Parking:** Vehicle parking is to be used only for properly licensed and operable motor vehicles. NO trailers, boats, campers, recreational vehicles, busses, trucks or unregistered vehicles are to be brought on the Premises. NO parking or driving on the property lawn or neighbor's lawns or driveway is permitted. Any cars found parked on the lawn will be towed at TENANT's expense. Parking space is to be kept clean and cars must be parked in an orderly fashion. Mechanical work or storage of inoperable vehicles is not permitted in garage or parking space or elsewhere on the Premises. The LANDLORD, at the TENANT's expense, may remove disabled vehicles and unregistered vehicles at any time. NO vehicle maintenance may be performed on the property (i.e. oil changes, brake changes, etc.). Town parking restrictions must be followed.

## **ARTICLE XI - MAINTENANCE & REPAIRS; RULES**

The TENANT shall keep, maintain and safeguard the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, the TENANT shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Not obstruct or cover the windows and doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;



- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of the LANDLORD;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed;
- i) Not allow any sweepings, rubbish, sand, rags, ashes or other such substances to be thrown or deposited in the lavatories, sinks or toilets (any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by the TENANT);
- j) Not make or permit any guests to make any loud or improper noises, or otherwise disturb the quiet enjoyment of other residents;
- k) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- l) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or left to stand on the exterior of any building or within the common elements;
- m) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them;
- n) Properly use, operate and safeguard all landscaping, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated; and
- o) Be responsible for checking and maintaining all smoke detectors.

The TENANT shall immediately notify the LANDLORD, in writing, of any problem, malfunction or damage to the Premises. The TENANT shall be charged for all repairs or replacements caused by TENANT's negligence or misuse, or that of TENANT's pets, guests or licensees, excluding ordinary wear and tear. The TENANT shall be charged for all damage to the Premises as a result of failure to report a problem in a timely manner. The TENANT shall also be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

The TENANT agrees to comply with all of LANDLORD's rules and regulations that are at any time posted on the Premises or delivered to the TENANT. The TENANT shall not, and shall ensure that guests and licensees of TENANT shall not, disturb, annoy, endanger or interfere with neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illegal drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

#### **ARTICLE XII - INSPECTION OF PREMISES**

The LANDLORD and LANDLORD's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of (i) inspecting the Premises and all buildings and improvements thereon; (ii) for the purposes of making any necessary or agreed repairs, decorations, additions or alterations as may be deemed



appropriate by the LANDLORD,; and (iii) for the preservation of the Premises or the building. The LANDLORD and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease.

**Entry Notice:** The LANDLORD and the TENANT hereby agree that 24-hour notice shall be reasonable and sufficient notice to exercise the right to enter, except to conduct an inspection of the Premises prior to the TENANT moving out, which shall require 48-hour written notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided the TENANT has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the TENANT is present and consents at the time of entry; or (iii) if the TENANT has abandoned or surrendered the Premises. No written notice is required if the LANDLORD and TENANT orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

**Temporary Relocation:** Subject to local law, the TENANT hereby agrees to, upon demand of the LANDLORD, to temporarily vacate the Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or perform other necessary repairs to the Premises. The TENANT agrees to comply with all instructions and requirements necessary to prepare the Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables.

### **ARTICLE XIII - EARLY TERMINATION OF LEASE**

During the initial term of this Agreement or any extension thereof, the LANDLORD may immediately terminate the tenancy on the following grounds:

- a) Serious or repeated violations of the terms and conditions of this Agreement;
- b) Violation of Federal, State, or local law that imposes obligations on the TENANT in connection with the occupancy or use of the Premises;
- c) Any criminal activity (as provided in "Criminal Activity" sub-section described below);
- d) Non-payment of rent or repeated failure to pay rent in a timely manner;
- e) Any misrepresentation or false statement of information on TENANT's application regardless of whether intentional or negligent;
- f) Interfering with the management of the property or causing an undue financial burden on the property; or
- g) Other good cause.

In the event of early termination by the TENANT during the initial term of this Agreement, the TENANT shall be required to pay, or the remaining balance of the lease agreement, whichever is less, as an early termination fee. The TENANT shall also be responsible for lost rent, rental commissions, advertising expenses, cleaning and painting costs necessary to ready the Premises for re-rental.

After the initial term of this Agreement, or in case of a month-to-month tenancy, the TENANT may terminate the Lease with a minimum of calendar days written notice.



In addition to the above, the LANDLORD and the TENANT may mutually agree to terminate the Lease subject to any agreed upon terms of a subsequent "Release Agreement."

**Criminal Activity:** Any of the following types of criminal activity by the TENANT, any member of the household, or a guest or other person under the TENANT's control shall be cause for immediate termination of the tenancy:

- a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity of the Premises (including conduct/actions against the LANDLORD and/or property management staff and/or any agents of the LANDLORD);
- b) Any violent criminal activity on or off the premises;
- c) Any drug-related criminal activity on or off the premises;
- d) Illegal use or possession of a controlled substance;
- e) Criminal interference with management of property.

Criminal activity relating to domestic violence, dating violence, sexual assault or stalking shall not be cause for eviction of the TENANT or immediate family member of the TENANT's household who is a victim of such domestic violence, dating violence, sexual assault or stalking. This exception for victims of domestic violence does not apply to the eviction of a family member who is the perpetrator of the domestic violence.

The LANDLORD may terminate the tenancy for criminal activity in accordance with this section if the LANDLORD determines that the household member/guest has committed the criminal activity, regardless of whether the household member/guest has been arrested or convicted for such activity. In addition, the LANDLORD may also terminate the tenancy if any member of the household is fleeing to avoid prosecution, or custody after conviction for a crime, or attempt to commit a crime, that is a felony or is violating a condition of probation or parole under Federal or State law.

**Termination Notice and Eviction:** The LANDLORD must give the TENANT a notice that specifies the grounds for termination of the tenancy. The notice of grounds must be given at or before commencement of any eviction action. The notice of grounds may be included in, or may be combined with, any eviction notice to the TENANT. The LANDLORD's eviction notice means a notice to vacate, or a complaint used under State or local law to commence an eviction action. The LANDLORD may only evict the TENANT from the Premises by instituting a court action.

#### **ARTICLE XIV - TENANT'S OBLIGATIONS UPON VACATING PREMISES**

Upon the termination of this Agreement, the TENANT shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excluded.

Specifically, upon the termination of the Agreement, the TENANT shall:

- a) Give the LANDLORD all copies of all keys or opening devices to the Premises, including any mailboxes and common areas;
- b) Vacate and surrender the Premises to the LANDLORD, empty of all persons and personal property;



- c) Vacate any and all parking and storage spaces;
- d) Clean and deliver the Premises to the LANDLORD in the same condition as they were received;
- e) Give written notice to LANDLORD of the TENANT's forwarding address.

**Right to Pre-Move-Out Inspection and Repairs:** After giving or receiving notice of termination, or before the end of the Lease, the TENANT has the right to request an inspection of the Premises to take place. If TENANT requests such an inspection, TENANT shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alternations made to the Premises as a result of this inspection (collectively the "Repairs") shall be made at TENANT's expense. The Repairs may be performed by the TENANT or through others, who have adequate insurance and licenses and are approved by LANDLORD. The work shall comply with applicable law, including governmental permit inspection and approval requirements. The Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all repairs may not be possible.

#### **ARTICLE XV - TENANT'S RIGHTS & RESPONSIBILITIES**

**Quiet Enjoyment:** The TENANT, upon payment of all of the sums referred to herein as being payable by TENANT and TENANT's performance of all TENANT's obligations contained herein and TENANT's observance of all rules and regulations, shall be able to peacefully and quietly have, hold and enjoy the Premises for the term hereof.

**Indemnification:** The LANDLORD shall not be liable for any damage or injury of or to the TENANT, TENANT's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and the TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all claims or assertions of every kind and nature relating to same.

**Default:** If the TENANT fails to comply with any of the material provisions of this Agreement (other than the covenant to pay rent) or with any present rules and regulations or any that may be hereafter prescribed by the LANDLORD, or materially fails to comply with any duties imposed on the TENANT by statute, within seven (7) days after delivery of written notice by the LANDLORD specifying the non-compliance and indicating the intention of LANDLORD to terminate the Lease by reason thereof, the LANDLORD may then terminate this Agreement.

**Acceleration:** If the TENANT fails to pay Rent when due and the default continues for seven (7) days thereafter, the LANDLORD may, at LANDLORD's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to LANDLORD at law or in equity or may immediately terminate this Agreement.

**Joint Obligations:** If there is more than one TENANT, each one shall be individually and completely responsible for the performance of all obligations of TENANT under this Agreement, jointly with every other TENANT, and individually, whether or not in possession.

#### **ARTICLE XVI - ABANDONMENT**

If at any time during the term of this Agreement the TENANT abandons the Premises or any part thereof, LANDLORD may, at LANDLORD's option, obtain possession of the Premises in the



manner provided by law, and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. The LANDLORD may, at LANDLORD's discretion, acting as agent for the TENANT, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term of this Agreement, and may receive and collect all rent payable by virtue of such reletting. And may, at LANDLORD's option, hold the TENANT liable for any difference between the rent that would have been payable under this Agreement and the net rent for such period realized by the LANDLORD by means of such reletting. If LANDLORD's right of reentry is exercised following abandonment of the Premises by TENANT, then LANDLORD shall consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which case the LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and LANDLORD is hereby relieved of all liability for doing so.

#### ARTICLE XVII - NOTICES

Notices may be served at the following addresses, or at any other location subsequently designated by either Party:

**If served to LANDLORD:**

Natosha Carney 1010 Wesley Ct Rockford  
mn. 55373

**If served to TENANT:**

James Schuenke & Jowana Cyrus 1544 Beech St.  
Saint Paul, MN  
55082

#### ARTICLE XVIII - MISCELLANEOUS PROVISIONS

**Waiver:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. No indulgence, waiver, election or non-election by the LANDLORD under this Agreement shall affect TENANT's duties and liabilities hereunder.

**Attorney's Fees:** Should it become necessary for the LANDLORD to employ an attorney to enforce any of the conditions or covenants of this Agreement, including the collection of Rent or gaining possession of the Premises, the TENANT agrees to pay all expenses so incurred, including all reasonable attorneys' fee and costs.

**Governing Law:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of .

**Severability:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**Binding Effect:** The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

**Construction:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**Headings:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the LANDLORD or the TENANT.



**Modifications:** The parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**Entire Agreement:** The parties hereby agree that this document contains the entire agreement between the parties and all understandings between them are incorporated herein. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

\*\*\* REMAINDER OF THIS PAGE LEFT PURPOSEFULLY BLANK \*\*\*



AGREED:

As to LANDLORD on

LANDLORD:

(Landlord Signature)

As to TENANT on

TENANT:

(Tenant Signature)

*Jovana cyrus, Juan S. S. L.*



**DISCLOSURE:**

PLEASE BE ADVISED THAT LANDLORD/TENANT LAWS IN YOUR LOCATION MAY REQUIRE ADDITIONAL MODIFICATIONS OR ADDITIONS TO BE MADE TO THIS LEASE AGREEMENT. FORMSWIFT DOES NOT GUARANTEE COMPLIANCE WITH ALL RELEVANT STATE, COUNTY OR LOCAL LAWS FOR YOUR LOCATION. THEREFORE, BEFORE EXECUTING THIS LEASE AGREEMENT YOU SHOULD MAKE SURE ALL TERMS AND CONDITIONS ARE IN COMPLIANCE WITH APPLICABLE LAWS. IF YOU NEED ADDITIONAL INFORMATION BASED ON THE STATE YOU SELECTED PLEASE REFER TO THE WEBSITES LISTED BELOW. THANK YOU.



## LEASE AGREEMENT LAWS BY STATE

STATE	WEBSITE
<b>ALABAMA</b>	<a href="https://statelaws.findlaw.com/alabama-law/alabama-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/alabama-law/alabama-leases-and-rental-agreements-laws.html</a>  <a href="https://www.alabamalegalhelp.org/files/A2447EEE-F644-D86C-0EED-38CCDA102137/attachments/D58BD7A6-D99A-93CB-F1B6-D0BF0AE6B7B3/352521AlabamaTenantsHandbook122006.pdf">https://www.alabamalegalhelp.org/files/A2447EEE-F644-D86C-0EED-38CCDA102137/attachments/D58BD7A6-D99A-93CB-F1B6-D0BF0AE6B7B3/352521AlabamaTenantsHandbook122006.pdf</a>
<b>ALASKA</b>	<a href="https://statelaws.findlaw.com/alaska-law/alaska-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/alaska-law/alaska-leases-and-rental-agreements-laws.html</a>  <a href="http://law.alaska.gov/pdf/consumer/LandlordTenant_web.pdf">http://law.alaska.gov/pdf/consumer/LandlordTenant_web.pdf</a>
<b>ARIZONA</b>	<a href="https://statelaws.findlaw.com/arizona-law/arizona-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/arizona-law/arizona-leases-and-rental-agreements-laws.html</a>  <a href="https://housing.az.gov/general-public/landlord-and-tenant-act">https://housing.az.gov/general-public/landlord-and-tenant-act</a>
<b>ARKANSAS</b>	<a href="https://statelaws.findlaw.com/arkansas-law/arkansas-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/arkansas-law/arkansas-leases-and-rental-agreements-laws.html</a>  <a href="https://arkansasag.gov/consumer-protection/home/column-one/what-you-should-know-about-landlord-and-tenant-rights/">https://arkansasag.gov/consumer-protection/home/column-one/what-you-should-know-about-landlord-and-tenant-rights/</a>
<b>CALIFORNIA</b>	<a href="https://statelaws.findlaw.com/california-law/california-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/california-law/california-leases-and-rental-agreements-laws.html</a>  <a href="https://www.achhd.org/documents/California-Tenants-Guide.pdf">https://www.achhd.org/documents/California-Tenants-Guide.pdf</a>
<b>COLORADO</b>	<a href="https://statelaws.findlaw.com/colorado-law/colorado-tenant-rights-laws.html">https://statelaws.findlaw.com/colorado-law/colorado-tenant-rights-laws.html</a>  <a href="https://www.colorado.gov/pacific/sites/default/files/Attachment%2010-Landlord%20and%20Tenant%20Rights.pdf">https://www.colorado.gov/pacific/sites/default/files/Attachment%2010-Landlord%20and%20Tenant%20Rights.pdf</a>
<b>CONNECTICUT</b>	<a href="https://statelaws.findlaw.com/connecticut-law/connecticut-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/connecticut-law/connecticut-leases-and-rental-agreements-laws.html</a>  <a href="https://www.jud.ct.gov/lawlib/law/landlord.htm">https://www.jud.ct.gov/lawlib/law/landlord.htm</a>
<b>DISTRICT OF COLUMBIA</b>	<a href="https://statelaws.findlaw.com/dc-law/district-of-columbia-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/dc-law/district-of-columbia-leases-and-rental-agreements-laws.html</a>  <a href="https://ota.dc.gov/page/information-tenants">https://ota.dc.gov/page/information-tenants</a>
<b>DELAWARE</b>	<a href="https://statelaws.findlaw.com/delaware-law/delaware-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/delaware-law/delaware-leases-and-rental-agreements-laws.html</a>  <a href="https://delcode.delaware.gov/title25/c053/index.shtml">https://delcode.delaware.gov/title25/c053/index.shtml</a>
<b>FLORIDA</b>	<a href="https://statelaws.findlaw.com/florida-law/florida-tenant-rights-laws.html">https://statelaws.findlaw.com/florida-law/florida-tenant-rights-laws.html</a>  <a href="https://www.fdacs.gov/Consumer-Resources/Consumer-Rights-and-Responsibilities/Landlord-Tenant-Law-in-Florida">https://www.fdacs.gov/Consumer-Resources/Consumer-Rights-and-Responsibilities/Landlord-Tenant-Law-in-Florida</a>
<b>GEORGIA</b>	<a href="https://statelaws.findlaw.com/georgia-law/georgia-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/georgia-law/georgia-leases-and-rental-agreements-laws.html</a>  <a href="https://consumered.georgia.gov/renting-apartment/tenant-rights">https://consumered.georgia.gov/renting-apartment/tenant-rights</a>
<b>HAWAII</b>	<a href="https://statelaws.findlaw.com/hawaii-law/hawaii-tenant-rights-laws.html">https://statelaws.findlaw.com/hawaii-law/hawaii-tenant-rights-laws.html</a>  <a href="https://cca.hawaii.gov/hfic/files/2013/03/landlord-tenant-handbook.pdf">https://cca.hawaii.gov/hfic/files/2013/03/landlord-tenant-handbook.pdf</a>



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STATE	WEBSITE
<b>IDAHO</b>	<a href="https://statelaws.findlaw.com/idaho-law/idaho-tenant-rights-laws.html">https://statelaws.findlaw.com/idaho-law/idaho-tenant-rights-laws.html</a> <a href="https://www.ag.idaho.gov/content/uploads/2018/04/LandlordTenant.pdf">https://www.ag.idaho.gov/content/uploads/2018/04/LandlordTenant.pdf</a>
<b>ILLINOIS</b>	<a href="https://statelaws.findlaw.com/illinois-law/illinois-tenant-rights-laws.html">https://statelaws.findlaw.com/illinois-law/illinois-tenant-rights-laws.html</a> <a href="http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2201&amp;ChapterID=62">http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=2201&amp;ChapterID=62</a>
<b>INDIANA</b>	<a href="https://statelaws.findlaw.com/indiana-law/indiana-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/indiana-law/indiana-leases-and-rental-agreements-laws.html</a> <a href="https://www.in.gov/ihcda/4077.htm">https://www.in.gov/ihcda/4077.htm</a>
<b>IOWA</b>	<a href="https://statelaws.findlaw.com/iowa-law/iowa-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/iowa-law/iowa-leases-and-rental-agreements-laws.html</a> <a href="https://www.legis.iowa.gov/docs/Legis_Guide/2013/I_GLSL004.PDF">https://www.legis.iowa.gov/docs/Legis_Guide/2013/I_GLSL004.PDF</a>
<b>KANSAS</b>	<a href="https://statelaws.findlaw.com/kansas-law/kansas-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/kansas-law/kansas-leases-and-rental-agreements-laws.html</a> <a href="http://kslegislature.org/li_2012/h/2011_12/statute/058_000_0000_chapter/058_025_0000_article/">http://kslegislature.org/li_2012/h/2011_12/statute/058_000_0000_chapter/058_025_0000_article/</a>
<b>KENTUCKY</b>	<a href="https://statelaws.findlaw.com/kentucky-law/kentucky-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/kentucky-law/kentucky-leases-and-rental-agreements-laws.html</a> <a href="https://www.american-apartment-owners-association.org/landlord-tenant-laws/kentucky/">https://www.american-apartment-owners-association.org/landlord-tenant-laws/kentucky/</a>
<b>LOUISIANA</b>	<a href="https://statelaws.findlaw.com/louisiana-law/louisiana-tenant-rights-laws.html">https://statelaws.findlaw.com/louisiana-law/louisiana-tenant-rights-laws.html</a> <a href="http://ldh.la.gov/assets/oph/Center-PHCH/Center-CH/infectious-epi/EpiManual/MoldComplaints/AGguideToLandlordTenantLaw.pdf">http://ldh.la.gov/assets/oph/Center-PHCH/Center-CH/infectious-epi/EpiManual/MoldComplaints/AGguideToLandlordTenantLaw.pdf</a>
<b>MAINE</b>	<a href="https://statelaws.findlaw.com/maine-law/maine-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/maine-law/maine-leases-and-rental-agreements-laws.html</a> <a href="https://ptfa.org/sites/default/files/tenants.pdf">https://ptfa.org/sites/default/files/tenants.pdf</a>
<b>MARYLAND</b>	<a href="https://statelaws.findlaw.com/maryland-law/maryland-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/maryland-law/maryland-leases-and-rental-agreements-laws.html</a> <a href="http://www.marylandattorneygeneral.gov/Pages/CPD/landlords.aspx">http://www.marylandattorneygeneral.gov/Pages/CPD/landlords.aspx</a>
<b>MASSACHUSETTS</b>	<a href="https://statelaws.findlaw.com/massachusetts-law/massachusetts-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/massachusetts-law/massachusetts-leases-and-rental-agreements-laws.html</a> <a href="https://www.mass.gov/info-details/massachusetts-law-about-landlord-and-tenant">https://www.mass.gov/info-details/massachusetts-law-about-landlord-and-tenant</a>
<b>MICHIGAN</b>	<a href="https://statelaws.findlaw.com/michigan-law/michigan-tenant-rights-laws.html">https://statelaws.findlaw.com/michigan-law/michigan-tenant-rights-laws.html</a> <a href="https://www.legislature.mi.gov/Publications/tenantlandlord.pdf">https://www.legislature.mi.gov/Publications/tenantlandlord.pdf</a>
<b>MINNESOTA</b>	<a href="https://statelaws.findlaw.com/minnesota-law/minnesota-tenant-rights-laws.html">https://statelaws.findlaw.com/minnesota-law/minnesota-tenant-rights-laws.html</a> <a href="http://www.mncourts.gov/Help-Topics/Landlord-and-Tenant-Issues.aspx">http://www.mncourts.gov/Help-Topics/Landlord-and-Tenant-Issues.aspx</a>
<b>MISSISSIPPI</b>	<a href="https://statelaws.findlaw.com/mississippi-law/mississippi-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/mississippi-law/mississippi-leases-and-rental-agreements-laws.html</a> <a href="https://www.msbar.org/for-the-public/consumer-information/cur-rent-law-for-tenants-and-landlords/">https://www.msbar.org/for-the-public/consumer-information/cur-rent-law-for-tenants-and-landlords/</a>



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STATE	WEBSITE
<b>MISSOURI</b>	<a href="https://statelaws.findlaw.com/missouri-law/missouri-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/missouri-law/missouri-leases-and-rental-agreements-laws.html</a> <a href="https://ago.mo.gov/civil-division/consumer/landlord-tenant-law">https://ago.mo.gov/civil-division/consumer/landlord-tenant-law</a>
<b>MONTANA</b>	<a href="https://statelaws.findlaw.com/montana-law/montana-tenant-rights-laws.html">https://statelaws.findlaw.com/montana-law/montana-tenant-rights-laws.html</a> <a href="https://dojmt.gov/consumer/tenants-and-landlords/">https://dojmt.gov/consumer/tenants-and-landlords/</a>
<b>NEBRASKA</b>	<a href="https://statelaws.findlaw.com/nebraska-law/nebraska-tenant-rights-laws.html">https://statelaws.findlaw.com/nebraska-law/nebraska-tenant-rights-laws.html</a> <a href="https://nrec.nebraska.gov/legal/landlordacttoc.html">https://nrec.nebraska.gov/legal/landlordacttoc.html</a>
<b>NEVADA</b>	<a href="https://statelaws.findlaw.com/nevada-law/nevada-tenant-rights-laws.html">https://statelaws.findlaw.com/nevada-law/nevada-tenant-rights-laws.html</a> <a href="https://www.leg.state.nv.us/nrs/nrs-116a.html">https://www.leg.state.nv.us/nrs/nrs-116a.html</a>
<b>NEW HAMPSHIRE</b>	<a href="https://statelaws.findlaw.com/new-hampshire-law/new-hampshire-tenant-rights-laws.html">https://statelaws.findlaw.com/new-hampshire-law/new-hampshire-tenant-rights-laws.html</a> <a href="https://www.doj.nh.gov/consumer/sourcebook/renting.htm">https://www.doj.nh.gov/consumer/sourcebook/renting.htm</a>
<b>NEW JERSEY</b>	<a href="https://statelaws.findlaw.com/new-jersey-law/new-jersey-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/new-jersey-law/new-jersey-leases-and-rental-agreements-laws.html</a> <a href="https://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html">https://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html</a>
<b>NEW MEXICO</b>	<a href="https://statelaws.findlaw.com/new-mexico-law/new-mexico-tenant-rights-laws.html">https://statelaws.findlaw.com/new-mexico-law/new-mexico-tenant-rights-laws.html</a> <a href="https://nmhealth.org/publication/view/guide/278/">https://nmhealth.org/publication/view/guide/278/</a>
<b>NEW YORK</b>	<a href="https://statelaws.findlaw.com/new-york-law/new-york-tenant-rights-laws.html">https://statelaws.findlaw.com/new-york-law/new-york-tenant-rights-laws.html</a> <a href="https://www.dos.ny.gov/licensing/pdfs/DOS-Guidance-Tenant-Protection-Act-Rev.1.31.20.pdf">https://www.dos.ny.gov/licensing/pdfs/DOS-Guidance-Tenant-Protection-Act-Rev.1.31.20.pdf</a>
<b>NORTH CAROLINA</b>	<a href="https://statelaws.findlaw.com/north-carolina-law/north-carolina-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/north-carolina-law/north-carolina-leases-and-rental-agreements-laws.html</a> <a href="https://www.ncconsumer.org/news-articles-eg/relationships-between-tenants-and-landlords-can-be-complex-and-can-lead-to-misunderstandings.html">https://www.ncconsumer.org/news-articles-eg/relationships-between-tenants-and-landlords-can-be-complex-and-can-lead-to-misunderstandings.html</a>
<b>NORTH DAKOTA</b>	<a href="https://statelaws.findlaw.com/north-dakota-law/north-dakota-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/north-dakota-law/north-dakota-leases-and-rental-agreements-laws.html</a> <a href="https://attorneygeneral.nd.gov/consumer-resources/tenant-rights">https://attorneygeneral.nd.gov/consumer-resources/tenant-rights</a>
<b>OHIO</b>	<a href="https://statelaws.findlaw.com/ohio-law/ohio-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/ohio-law/ohio-leases-and-rental-agreements-laws.html</a> <a href="http://codes.ohio.gov/orc/5321">http://codes.ohio.gov/orc/5321</a>
<b>OKLAHOMA</b>	<a href="https://statelaws.findlaw.com/oklahoma-law/oklahoma-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/oklahoma-law/oklahoma-leases-and-rental-agreements-laws.html</a> <a href="https://www.okbar.org/freelegalinfo/tenant/">https://www.okbar.org/freelegalinfo/tenant/</a>
<b>OREGON</b>	<a href="https://statelaws.findlaw.com/oregon-law/oregon-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/oregon-law/oregon-leases-and-rental-agreements-laws.html</a> <a href="https://www.osbar.org/public/legalinfo/landlordtenant.html">https://www.osbar.org/public/legalinfo/landlordtenant.html</a>



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STATE	WEBSITE
<b>PENNSYLVANIA</b>	<a href="https://statelaws.findlaw.com/pennsylvania-law/pennsylvania-tenant-rights-laws.html">https://statelaws.findlaw.com/pennsylvania-law/pennsylvania-tenant-rights-laws.html</a> <a href="https://www.equalhousing.org/wp-content/uploads/2018/11/11.18-digital-copy-of-Know-Your-Rights-as-a-Renter-in-PA-3.pdf">https://www.equalhousing.org/wp-content/uploads/2018/11/11.18-digital-copy-of-Know-Your-Rights-as-a-Renter-in-PA-3.pdf</a>
<b>RHODE ISLAND</b>	<a href="https://statelaws.findlaw.com/rhode-island-law/rhode-island-tenant-rights-laws.html">https://statelaws.findlaw.com/rhode-island-law/rhode-island-tenant-rights-laws.html</a> <a href="https://www.courts.ri.gov/Courts/districtcourt/PDF/Handbook.pdf">https://www.courts.ri.gov/Courts/districtcourt/PDF/Handbook.pdf</a>
<b>SOUTH CAROLINA</b>	<a href="https://statelaws.findlaw.com/south-carolina-law/south-carolina-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/south-carolina-law/south-carolina-leases-and-rental-agreements-laws.html</a> <a href="https://www.scstatehouse.gov/code/t27c040.php">https://www.scstatehouse.gov/code/t27c040.php</a>
<b>SOUTH DAKOTA</b>	<a href="https://statelaws.findlaw.com/south-dakota-law/south-dakota-tenant-rights-laws.html">https://statelaws.findlaw.com/south-dakota-law/south-dakota-tenant-rights-laws.html</a> <a href="https://consumer.sd.gov/fastfacts/landlordtenant.aspx">https://consumer.sd.gov/fastfacts/landlordtenant.aspx</a>
<b>TENNESSEE</b>	<a href="https://statelaws.findlaw.com/tennessee-law/tennessee-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/tennessee-law/tennessee-leases-and-rental-agreements-laws.html</a> <a href="https://www.tn.gov/health/cedep/environmental/healthy-homes/hh/renters.html">https://www.tn.gov/health/cedep/environmental/healthy-homes/hh/renters.html</a>
<b>TEXAS</b>	<a href="https://statelaws.findlaw.com/texas-law/texas-tenant-rights-laws.html">https://statelaws.findlaw.com/texas-law/texas-tenant-rights-laws.html</a> <a href="https://www.texasattorneygeneral.gov/consumer-protection/home-real-estate-and-travel/renters-rights">https://www.texasattorneygeneral.gov/consumer-protection/home-real-estate-and-travel/renters-rights</a>
<b>UTAH</b>	<a href="https://statelaws.findlaw.com/utah-law/utah-tenant-rights-laws.html">https://statelaws.findlaw.com/utah-law/utah-tenant-rights-laws.html</a> <a href="https://le.utah.gov/xcode/Title57/Chapter22/C57-22_1800010118000101.pdf">https://le.utah.gov/xcode/Title57/Chapter22/C57-22_1800010118000101.pdf</a>
<b>VERMONT</b>	<a href="https://statelaws.findlaw.com/vermont-law/vermont-tenant-rights-laws.html">https://statelaws.findlaw.com/vermont-law/vermont-tenant-rights-laws.html</a> <a href="https://www.cvpeo.org/fileLibrary/file_99.pdf">https://www.cvpeo.org/fileLibrary/file_99.pdf</a>
<b>VIRGINIA</b>	<a href="https://statelaws.findlaw.com/virginia-law/virginia-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/virginia-law/virginia-leases-and-rental-agreements-laws.html</a> <a href="https://law.lis.virginia.gov/vacodepopularnames/virginia-residential-landlord-and-tenant-act/">https://law.lis.virginia.gov/vacodepopularnames/virginia-residential-landlord-and-tenant-act/</a>
<b>WASHINGTON</b>	<a href="https://statelaws.findlaw.com/washington-law/washington-leases-and-rental-agreements-laws.html">https://statelaws.findlaw.com/washington-law/washington-leases-and-rental-agreements-laws.html</a> <a href="https://apps.leg.wa.gov/rcw/default.aspx?cite=59.18">https://apps.leg.wa.gov/rcw/default.aspx?cite=59.18</a>
<b>WEST VIRGINIA</b>	<a href="https://statelaws.findlaw.com/west-virginia-law/west-virginia-tenant-rights-laws.html">https://statelaws.findlaw.com/west-virginia-law/west-virginia-tenant-rights-laws.html</a> <a href="http://ago.wv.gov/consumerprotection/Documents/Renters%27%20Rights%20Brochure.pdf">http://ago.wv.gov/consumerprotection/Documents/Renters%27%20Rights%20Brochure.pdf</a>
<b>WISCONSIN</b>	<a href="https://statelaws.findlaw.com/wisconsin-law/wisconsin-tenant-rights-laws.html">https://statelaws.findlaw.com/wisconsin-law/wisconsin-tenant-rights-laws.html</a> <a href="http://wilawlibrary.gov/topics/landlord.php">http://wilawlibrary.gov/topics/landlord.php</a>
<b>WYOMING</b>	<a href="https://statelaws.findlaw.com/wyoming-law/wyoming-tenant-rights-laws.html">https://statelaws.findlaw.com/wyoming-law/wyoming-tenant-rights-laws.html</a> <a href="https://equaljustice.wy.gov/index.php/get-legal-help/self-help-2/housing/requesting-repairs/common-questions">https://equaljustice.wy.gov/index.php/get-legal-help/self-help-2/housing/requesting-repairs/common-questions</a>