## Your Rights & Duties as a Tenant: Paying Rent



## You must pay your rent on time.

Your landlord does not have to accept late or partial rent money. Even if you have a lease and the rent money available, a landlord may force you to move out if you do not pay your rent on time.

If you have a written lease, the landlord cannot change the amount of your rent until the end of the lease, unless your lease states otherwise. Some written leases are month-to-month or even week-to-week and the terms can generally be changed each month or each week with proper notice.

If you do not have a written lease, your landlord can raise your rent by any amount, as long as you are given a notice of the new amount before the next time your rent is due. If you are a month-to-month tenant and your rent is due on the first of each month, your landlord will need to give you at least a 30-day notice before a rent increase can take effect.

**Example:** On May 15, your landlord tells you that your rent will be raised from \$400 to \$450. That date is less than 30 days before June 1, so the new rent amount is not due until July 1. On June 1, your rent amount will still be \$400. Beginning July 1, your new rent amount will be \$450.

Make sure you get a receipt each time you pay your rent. Do not agree to have a receipt mailed to you. If you pay by check or money order, keep your canceled check or your copy of the money order, which will help prove that rent was paid. If you pay cash and the landlord does not have a receipt, you can create one. On a piece of paper, write the amount that you paid and the date. Have the landlord sign it. Try to pay by check. Paying your rent by check is better proof that you paid your rent than payment by cash or money order.

You must pay rent even if the landlord is not making repairs or meeting their responsibilities. There is a separate process if the landlord is not making repairs called **rent escrow.** However, you must be current on your rent to use the rent escrow process. If you do not pay your rent on time, you may not be able to use the rent escrow process to get repairs and you may be evicted.



The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.