## Arkansas

# Landlord - Tenant Laws Complete Guide



### Arkansas Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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#### Introduction

This comprehensive guide provides a complete overview of Arkansas's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

#### **How to Use This Guide**

• For Quick Reference: Use the Table of Contents to jump to specific topics • For Complete Understanding: Read through each section thoroughly • For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Arkansas.



#### **Chapter 1: Security Deposit**

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum: What This Means: 2x monthly rent Legal Statute:

A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two (2) months periodic rent.

Ark. Code § 18-16-304 Acts 1979, No. 531, § 2; A.S.A. 1947, § 50-526.

Security Deposit Interest: Legal Statute: No statute

Separate Security Deposit Bank Account: Legal Statute: No statute

Non-refundable fees: Legal Statute: No statute

Pet Deposits and Additional Fees: Legal Statute: No statute

Deadline for Returning Security Deposit: What This Means: Within 60 days of the termination of tenancy. Landlord must provide detailed list of deductions and mail via first class to last known address with any payment. Legal Statute:

- (a) (1) Within sixty (60) days of termination of the tenancy, property or money held by the landlord as security shall be returned to the tenant.
- (2) However, the money may be applied to the payment of accrued unpaid rent and any damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant, together with the remainder of the amount due sixty (60) days after termination of the tenancy and delivery of possession by the tenant.
- (b) (1) The landlord shall be deemed to have complied with subsection (a) of this section by mailing via first class mail the written notice and any payment required to the last known address of the tenant.
- (2) If the letter containing the payment is returned to the landlord and if the landlord is unable to locate the tenant after reasonable effort, then the payment shall become the property of the landlord one hundred eighty (180) days from the date the payment was mailed.



Ark. Code § 18-16-305 Acts 1979, No. 531, § 3; A.S.A. 1947, § 50-527; Acts 2009, No. 559, § 1.

Permitted Uses of the Deposit: What This Means: Applicable to unpaid accrued rent and damages as a result of tenant's noncompliance with rental agreement. Legal Statute:

- (a) (1) Within sixty (60) days of termination of the tenancy, property or money held by the landlord as security shall be returned to the tenant.
- (2) However, the money may be applied to the payment of accrued unpaid rent and any damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant, together with the remainder of the amount due sixty (60) days after termination of the tenancy and delivery of possession by the tenant.
- (b) (1) The landlord shall be deemed to have complied with subsection (a) of this section by mailing via first class mail the written notice and any payment required to the last known address of the tenant.
- (2) If the letter containing the payment is returned to the landlord and if the landlord is unable to locate the tenant after reasonable effort, then the payment shall become the property of the landlord one hundred eighty (180) days from the date the payment was mailed.

Ark. Code § 18-16-305 Acts 1979, No. 531, § 3; A.S.A. 1947, § 50-527; Acts 2009, No. 559, § 1.

Security Deposit can be Withheld: What This Means: Yes Legal Statute:

- (a) (1) Within sixty (60) days of termination of the tenancy, property or money held by the landlord as security shall be returned to the tenant.
- (2) However, the money may be applied to the payment of accrued unpaid rent and any damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant, together with the remainder of the amount due sixty (60) days after termination of the tenancy and delivery of possession by the tenant.
- (b) (1) The landlord shall be deemed to have complied with subsection (a) of this section by mailing via first class mail the written notice and any payment required to the last known address of the tenant.



(2) If the letter containing the payment is returned to the landlord and if the landlord is unable to locate the tenant after reasonable effort, then the payment shall become the property of the landlord one hundred eighty (180) days from the date the payment was mailed.

Ark. Code § 18-16-305 Acts 1979, No. 531, § 3; A.S.A. 1947, § 50-527; Acts 2009, No. 559, § 1.

Require Written Description/Itemized List of Damages and Charges: What This Means: Yes Legal Statute:

- (a) (1) Within sixty (60) days of termination of the tenancy, property or money held by the landlord as security shall be returned to the tenant.
- (2) However, the money may be applied to the payment of accrued unpaid rent and any damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant, together with the remainder of the amount due sixty (60) days after termination of the tenancy and delivery of possession by the tenant.
- (b) (1) The landlord shall be deemed to have complied with subsection (a) of this section by mailing via first class mail the written notice and any payment required to the last known address of the tenant.
- (2) If the letter containing the payment is returned to the landlord and if the landlord is unable to locate the tenant after reasonable effort, then the payment shall become the property of the landlord one hundred eighty (180) days from the date the payment was mailed.

Ark. Code § 18-16-305 Acts 1979, No. 531, § 3; A.S.A. 1947, § 50-527; Acts 2009, No. 559, § 1.

Receipt of Security Deposit: Legal Statute: No statute

Record Keeping of Deposit Withholdings: Legal Statute: No statute

Failure to Comply: What This Means: The tenant may recover the property, money owed, 2x amount held in damages, and attorney fees. Legal Statute:

(a) (1) If the landlord fails to comply with this subchapter, the tenant may recover: (A) The property and money due him or her; (B) Damages in an amount equal to two (2) times the amount wrongfully withheld; (C) Costs; and (D) Reasonable attorney's fees.



- (2) However, the landlord shall be liable only for costs and the sum erroneously withheld if the landlord shows by the preponderance of the evidence that his or her noncompliance: (A) Resulted from an error which occurred despite the existence of procedures reasonably designed to avoid such errors; or (B) Was based on a good faith dispute as to the amount due.
- (b) This section does not preclude the landlord or tenant from any other relief to which either may be lawfully entitled.

Ark. Code § 18-16-306 Acts 1979, No. 531, § 4; A.S.A. 1947, § 50-528.



#### **Chapter 2: Lease, Rent & Fees**

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due: What This Means: As defined in the terms of the rental agreement.

Periodic rent is due at the beginning of one month's term or less if it's a week-to-week scenario. Legal Statute:

- (a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including, but not limited to, rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
- (b) (1) Rent is payable without demand or notice at the time and place agreed upon by the parties.
- (2) Unless the tenant is otherwise notified in writing, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month.
- (c) Unless the rental agreement fixes a definite term, the tenancy is week to week in case of a roomer who pays weekly rent and in all other cases month to month.

Ark. Code § 18-17-401 Acts 2007, No. 1004, § 1.

Payment Methods: Legal Statute: No statute

Rent Increase Notice: Legal Statute: No statute

Late Fees: Legal Statute: No statute

Application Fees: Legal Statute: No statute

Prepaid Rent: What This Means: 2x monthly rent maximum Legal Statute:

A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two (2) months periodic rent.

Ark. Code § 18-16-304 Acts 1979, No. 531, § 2; A.S.A. 1947, § 50-526.

Returned Check Fees: What This Means: \$30 fee per check + any additional bank fees. Legal Statute:



- (a) For purposes of this section, it is prima facie evidence that the maker or drawer intended to defraud and knew at the time of the making, drawing, uttering, or delivering that the check, draft, order, or other form of presentment involving transmission of account information would not be honored if: (1) The maker or drawer had no account with the drawee at the time the check, draft, order, or other form of presentment involving transmission of account information was made, drawn, uttered, or delivered;
- (2) The check, draft, order, or other form of presentment involving transmission of account information bears the endorsement or stamp of a collecting bank indicating that the instrument or transmission was returned or otherwise dishonored because of insufficient funds to cover the value; or
- (3) Payment was refused by the drawee for lack of funds, upon presentation within thirty (30) days after delivery, and the maker or drawer has not paid the holder the amount due, together with a service charge not to exceed thirty dollars (\$30.00), plus the amount of any fees charged to the holder of the check, draft, order, or other form of presentment involving transmission of account information by a financial institution as a result of the check, draft, order, or other form of presentment involving transmission of account information not being honored, within ten (10) days after receiving written notice that payment was refused upon the check, draft, order, or other form of presentment involving transmission of account information.
- (b) (1) A prosecuting attorney may file charges immediately after the check, draft, order, or other form of presentment involving the transmission of account information has been returned.
- (2) The prosecuting attorney may collect restitution, including a service charge, not exceeding thirty dollars (\$30.00) per check, draft, order, or other form of presentment involving the transmission of account information plus the amount of any fees charged to the holder of the check, draft, order, or other form of presentment involving the transmission of account information by a financial institution as a result of the check's, draft's, order's, or other forms of presentment involving the transmission of account information's not being honored, for the payees of the check, draft, order, or other form of presentment involving the transmission of account information.
- (c) The check, draft, order, or other form of presentment involving the transmission of account information bearing an "insufficient" stamp or "no account" stamp from the collecting bank or any other report or stamp from the collecting bank indicating that the check, draft, order, or other form of presentment involving the transmission of account information was dishonored or unable to be paid due to insufficient funds on deposit to cover the value of the check, draft, order, or other form of presentment involving the



transmission of account information shall be received as evidence that there were insufficient funds or no account at trial in any court in this state.

(d) Nothing in this section is deemed to abrogate a defendant's right of cross-examination of a banking official if notice of intention to cross-examine is given ten (10) days prior to the date of hearing or trial.

Ark. Code § 5-37-304 Amended by Act 2013, No. 1125,§ 10, eff. 8/16/2013.Acts 1959, No. 241, § 4; 1981, No. 899, § 3; 1983, No. 473, § 1; A.S.A. 1947, § 67-722; Acts 1987, No. 678, § 1; 1992 (1st Ex. Sess.), No. 44, § 2; 1995, No. 335, § 3; 2001, No. 996, § 3; 2001, No. 1466, § 2; 2011, No. 1012, §§ 3, 4.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.): What This Means: No Legal Statute:

- (a) For all lease agreements or rental agreements entered into or renewed after November 1, 2021, and exclusive of a lease to purchase or a lease with a purchase right and except when temporarily prevented by an act of God, the failure of, or caused by, public utility service, or other force majeure events to include without limitation any epidemic or pandemic that causes work stoppages, labor or material shortages, or required social distancing that impacts the ability to maintain or repair a premises, there shall be implied in all leases and rental agreements for residential purposes a requirement that a dwelling unit or single-family residence have, both at the time possession is delivered to the tenant or tenants named in the lease or rental agreement and throughout the term of the lease or rental agreement: (1) An available source of hot and cold running water; (2) An available source of electricity; (3) A source of potable drinking water; (4) A sanitary sewer system and plumbing that conform to applicable building and housing codes in existence at the time of installation; (5) A functioning roof and building envelope; and (6) A functioning heating and air conditioning system to the extent the heating and air conditioning system served the premises at the time the landlord and the tenant entered into the lease or rental agreement.
- (b) Unless the tenant agrees in writing to accept responsibility to renovate, remodel, or complete the renovation, remodeling, or construction of the dwelling unit or single-family residence, the provisions of subsection (a) of this section shall supersede any contrary provision of an oral or written lease or rental agreement.
- (c) A landlord shall be deemed to be in compliance with the requirements of subsection (a) of this section: (1) If the landlord supplies the tenant, at the time possession is available to the tenant, a written form with which to list any defects listed in subsection (a) of this section and the tenant: (A) Signs the form without noting a defect of any item listed in subsection (a) of this section and takes possession of the premises; or (B) Fails



to return the form to the landlord within two (2) business days; or (2) As to defects which arise after possession by the tenant, if the tenant delivers written notice to the landlord but the noncompliance: (A) Could not be remedied because the tenant refused the landlord entry to the premises for the purpose of correcting the defect; or (B) Was caused by the deliberate or negligent act or omission of: (i) The tenant; (ii) A member of the tenant's family; (iii) Another occupant of or visitor on the premises; or (iv) Any person other than the landlord or the landlord's agent.

- (d) (1) If a dwelling unit or single-family residence does not comply with subsection (a) of this section, the tenant is entitled to deliver written notice of the noncompliance to the landlord by certified mail or any other method provided by the lease or rental agreement and shall specify the acts and omissions constituting noncompliance.
- (2) (A) If the payment of rent is current, noncompliance is not excused under subsection (c) of this section, and the landlord does not remedy the noncompliance within thirty (30) calendar days after receiving the notice required by subdivision (d)(1) of this section, the tenant's sole remedy shall be to terminate the lease or rental agreement without penalty and receive a refund of any security deposit recoverable under § 18-16-301 et seq.
- (B) However, if the implied quality standards were met as required by subsections (a)-(c) of this section, the landlord may apply the tenant's security deposit to the payment of any damage to the premises as provided in § 18-16-301 et seq. in addition to any other remedy provided by applicable law.
- (3) (A) Nothing in this chapter shall be construed to excuse a tenant from paying rent.
- (B) A tenant shall not offset or withhold rent from the landlord for any alleged or actual violation of the implied quality standards listed in subsection (a) of this section.
- (e) (1) Nothing in this chapter, or in a lease or rental agreement, shall prohibit a tenant from making a correct installation at his or her expense of a battery-powered or plug-in smoke or carbon monoxide detector.
- (2) If a battery-powered or plug-in smoke or carbon monoxide detector is installed, the tenant shall be solely responsible for: (A) Determining if the detector is operational; (B) Maintaining the device in working order; and (C) Any damage or repairs to the premises caused by the installation or removal of the detector.
- (f) Nothing in this chapter shall be construed to: (1) Limit a landlord's exercise of any remedy provided at law or equity upon a tenant's default under a lease or rental agreement; or (2) Expand a landlord's tort liability beyond the limits set by § 18-16-110.



- (g) Except as otherwise provided by this chapter, a landlord or tenant shall not agree in a lease or rental agreement to waive or forego any of the rights, duties, or remedies available under this chapter.
- (h) This section does not relieve the landlord from having to comply with any stricter applicable housing standard of a local government with jurisdiction.

Ark. Code § 18-17-502 Added by Act 2021, No. 1052,§ 1, eff. 7/28/2021.

Tenant Allowed to Repair and Deduct Rent: Legal Statute: No statute

Self-Help Evictions: Legal Statute: No statute

Landlord Allowed to Recover Court and Attorney's Fees: What This Means: Yes Legal Statute:

- (a) (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the noncompliance is not remedied in fourteen (14) days.
- (2) The rental agreement shall terminate as provided in the notice unless the noncompliance is remediable by repairs or otherwise and the tenant adequately remedies the noncompliance before the date specified in the notice.
- (b) If rent is unpaid when due and the tenant fails to pay rent within five (5) days from the date due, the landlord may terminate the rental agreement.
- (c) (1) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in circuit court or district court without posting bond for any noncompliance by the tenant with the rental agreement.
- (2) If the tenant's noncompliance is willful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney.
- (3) If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

Ark. Code § 18-17-701 Acts 2007, No. 1004, § 1; 2009, No. 482, § 5.



Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent: Legal Statute: No statute



#### **Chapter 3: Notices and Entry**

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy: Legal Statute: No statute

Notice to Terminate a Periodic Lease – Week-to-week: What This Means: 7-day notice Legal Statute:

- (a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven (7) days before the termination date specified in the notice.
- (b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days before the termination date specified in the notice.
- (c) (1) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession.
- (2) If the holdover is not in good faith, the landlord may recover reasonable attorney's fees.
- (3) If the tenant's holdover is a willful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three (3) months periodic rent or twice the actual damages sustained by him or her, whichever is greater and reasonable attorney's fees.
- (4) If the landlord consents to the tenant's continued occupancy, § 18-17-401(c) applies.

Ark. Code § 18-17-704 Acts 2007, No. 1004, § 1.

Notice to Terminate a Periodic Lease – Month-to-Month: What This Means: 30-day notice Legal Statute:

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven (7) days before the termination date specified in the notice.



- (b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days before the termination date specified in the notice.
- (c) (1) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession.
- (2) If the holdover is not in good faith, the landlord may recover reasonable attorney's fees.
- (3) If the tenant's holdover is a willful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three (3) months periodic rent or twice the actual damages sustained by him or her, whichever is greater and reasonable attorney's fees.
- (4) If the landlord consents to the tenant's continued occupancy, § 18-17-401(c) applies.

Ark. Code § 18-17-704 Acts 2007, No. 1004, § 1.

Notice to Terminate Lease due to Sale of Property: Legal Statute: No statute

Notice of date/time of Move-Out Inspection: Legal Statute: No statute

Notice of Termination for Nonpayment: What This Means: Yes. 14 days to remedy or quit Legal Statute:

- (a) (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the noncompliance is not remedied in fourteen (14) days.
- (2) The rental agreement shall terminate as provided in the notice unless the noncompliance is remediable by repairs or otherwise and the tenant adequately remedies the noncompliance before the date specified in the notice.
- (b) If rent is unpaid when due and the tenant fails to pay rent within five (5) days from the date due, the landlord may terminate the rental agreement.
- (c) (1) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in circuit court or district court without posting bond for any noncompliance by the tenant with the rental agreement.



- (2) If the tenant's noncompliance is willful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney.
- (3) If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

Ark. Code § 18-17-701 Acts 2007, No. 1004, § 1; 2009, No. 482, § 5.

Notice for Lease Violation: What This Means: Yes. 14 days to remedy or quit Legal Statute:

- (a) (1) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date not less than fourteen (14) days after receipt of the notice, if the noncompliance is not remedied in fourteen (14) days.
- (2) The rental agreement shall terminate as provided in the notice unless the noncompliance is remediable by repairs or otherwise and the tenant adequately remedies the noncompliance before the date specified in the notice.
- (b) If rent is unpaid when due and the tenant fails to pay rent within five (5) days from the date due, the landlord may terminate the rental agreement.
- (c) (1) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in circuit court or district court without posting bond for any noncompliance by the tenant with the rental agreement.
- (2) If the tenant's noncompliance is willful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney.
- (3) If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

Ark. Code § 18-17-701 Acts 2007, No. 1004, § 1; 2009, No. 482, § 5.

Required Notice before Entry: Legal Statute: No statute

Entry Allowed with Notice for Maintenance and Repairs: What This Means: No specification of a notice requirement but tenant shall not withhold consent to landlord. Legal Statute:



- (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (b) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Ark. Code § 18-17-602 Acts 2007, No. 1004, § 1.

Emergency Entry Allowed without Notice: What This Means: No specification of a notice requirement but tenant shall not withhold consent to landlord. Legal Statute:

- (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (b) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Ark. Code § 18-17-602 Acts 2007, No. 1004, § 1.

Entry Allowed During Tenant's Extended Absence: Legal Statute: No statute

Entry Allowed with Notice for Showing the Property: What This Means: No specification of a notice requirement but tenant shall not withhold consent to landlord. Legal Statute:

- (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, investigate possible rule or lease violations, investigate possible criminal activity, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- (b) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Ark. Code § 18-17-602 Acts 2007, No. 1004, § 1.



Notice to Tenants for Pesticide Use: Legal Statute: No statute

Lockouts Allowed: Legal Statute: No statute

Utility Shut-offs Allowed: Legal Statute: No statute

Electronic Notices Allowed: Legal Statute: No statute

#### **Quick Reference Guide**

Key Arkansas Rental Law Highlights

#### Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Arkansas.

#### **Links To Statutes**

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