

Louisiana

Landlord - Tenant Laws Complete Guide



Louisiana Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Louisiana'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 Louisiana.

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: No maximum. 1-2x monthly rent is common in other states.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 1 month

Legal Statute:

A. Any advance or deposit of money furnished by a tenant or lessee to a landlord or lessor to secure the performance of any part of a written or oral lease or rental agreement shall be returned to the tenant or lessee of residential or dwelling premises within one month after the lease shall terminate, except that the landlord or lessor may retain all or any portion of the advance or deposit which is reasonably necessary to remedy a default of the tenant or to remedy unreasonable wear to the premises. If any portion of an advance or deposit is retained by a landlord or lessor, he shall forward to the tenant or lessee, within one month after the date the tenancy terminates, an itemized statement accounting for the proceeds which are retained and giving the reasons therefor. The tenant shall furnish the lessor a forwarding address at the termination of the lease, to which such statements may be sent.

B. In the event of a transfer of the lessor's interest in the leased premises during the term of a lease, the transferor shall also transfer to his successor in interest the sum deposited as security for performance of the lease and the transferor shall then be relieved of further liability with respect to the security deposit. The transferee shall be responsible for the return of the lessee's deposit at the termination of the lease, as set forth in Subsection A of this Section.

C. Paragraph A of this Section shall not apply when the tenant abandons the premises, either without giving notice as required or prior to the termination of the lease.

La. R.S. § 9:3251

Added by Acts 1972, No. 696, §1. Amended by Acts 1974, No. 697, §1; Acts 1981, No. 499 §1; Acts 1985, No. 578, §1.

Permitted Uses of the Security Deposit:

What This Means: Remedy tenant's default or wear beyond normal wear and tear.

Legal Statute:

A. Any advance or deposit of money furnished by a tenant or lessee to a landlord or lessor to secure the performance of any part of a written or oral lease or rental agreement shall be returned to the tenant or lessee of residential or dwelling premises within one month after the lease shall terminate, except that the landlord or lessor may retain all or any portion of the advance or deposit which is reasonably necessary to remedy a default of the tenant or to remedy unreasonable wear to the premises. If any portion of an advance or deposit is retained by a landlord or lessor, he shall forward to the tenant or lessee, within one month after the date the tenancy terminates, an itemized statement accounting for the proceeds which are retained and giving the reasons therefor. The tenant shall furnish the lessor a forwarding address at the termination of the lease, to which such statements may be sent.

B. In the event of a transfer of the lessor's interest in the leased premises during the term of a lease, the transferor shall also transfer to his successor in interest the sum deposited as security for performance of the lease and the transferor shall then be relieved of further liability with respect to the security deposit. The transferee shall be responsible for the return of the lessee's deposit at the termination of the lease, as set forth in Subsection A of this Section.

C. Paragraph A of this Section shall not apply when the tenant abandons the premises, either without giving notice as required or prior to the termination of the lease.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

A. Any advance or deposit of money furnished by a tenant or lessee to a landlord or lessor to secure the performance of any part of a written or oral lease or rental agreement shall be returned to the tenant or lessee of residential or dwelling premises within one month after the lease shall terminate, except that the landlord or lessor may retain all or any portion of the advance or deposit which is reasonably necessary to remedy a default of the tenant or to remedy unreasonable wear to the premises. If any portion of an advance or deposit is retained by a landlord or lessor, he shall forward to the tenant or lessee, within one month after the date the tenancy terminates, an itemized statement accounting for the proceeds which are retained and giving the reasons therefor. The tenant shall furnish the lessor a forwarding address at the termination of the lease, to which such statements may be sent.

B. In the event of a transfer of the lessor's interest in the leased premises during the term of a lease, the transferor shall also transfer to his successor in interest the sum deposited as security for performance of the lease and the transferor shall then be relieved of further liability with respect to the security deposit. The transferee shall be responsible for the return of the lessee's deposit at the termination of the lease, as set forth in Subsection A of this Section.

C. Paragraph A of this Section shall not apply when the tenant abandons the premises, either without giving notice as required or prior to the termination of the lease.

La. R.S. § 9:3251

Added by Acts 1972, No. 696, §1. Amended by Acts 1974, No. 697, §1; Acts 1981, No. 499 §1; Acts 1985, No. 578, §1.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

A. Any advance or deposit of money furnished by a tenant or lessee to a landlord or lessor to secure the performance of any part of a written or oral lease or rental agreement shall be returned to the tenant or lessee of residential or dwelling premises within one month after the lease shall terminate, except that the landlord or lessor may retain all or any portion of the advance or deposit which is reasonably necessary to remedy a default of the tenant or to remedy unreasonable wear to the premises. If any portion of an advance or deposit is retained by a landlord or lessor, he shall forward to the tenant or lessee, within one month after the date the tenancy terminates, an itemized statement accounting for the proceeds which are retained and giving the reasons therefor. The tenant shall furnish the lessor a forwarding address at the termination of the lease, to which such statements may be sent.

B. In the event of a transfer of the lessor's interest in the leased premises during the term of a lease, the transferor shall also transfer to his successor in interest the sum deposited as security for performance of the lease and the transferor shall then be relieved of further liability with respect to the security deposit. The transferee shall be responsible for the return of the lessee's deposit at the termination of the lease, as set forth in Subsection A of this Section.

C. Paragraph A of this Section shall not apply when the tenant abandons the premises, either without giving notice as required or prior to the termination of the lease.

La. R.S. § 9:3251

Added by Acts 1972, No. 696, §1. Amended by Acts 1974, No. 697, §1; Acts 1981, No. 499 §1; Acts 1985, No. 578, §1. Added by Acts 1972, No. 696, §1. Amended by Acts 1974, No. 697, §1; Acts 1981, No. 499 §1; Acts 1985, No. 578, §1.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: If landlord fails to comply with La. Stat. tit. 9 § 3251, the tenant can recover the portion that was wrongfully retained plus \$300 or 2x the amount of the wrongfully retained portion (whichever is greater.)

Legal Statute:

A. The willful failure to comply with R.S. 9:3251 shall give the tenant or lessee the right to recover any portion of the security deposit wrongfully retained and three hundred dollars or twice the amount of the portion of the security deposit wrongfully retained, whichever is greater, from the landlord or lessor, or from the lessor's successor in interest. Failure to remit within thirty days after written demand for a refund shall constitute willful failure.

B. An action for recovery of such damages may be brought in the parish of the lessor's domicile or in the parish where the property is situated.

La. R.S. § 9:3252

Added by Acts 1972, No. 696, §1; Amended by Acts 1981, No. 499, §1; Acts 1987, No. 352, §1; Acts 2018, No. 416, §1, eff. Jan. 1, 2019.

Amended by Acts 2018, No. 416, s. 1, eff. 1/1/2019.

Added by Acts 1972, No. 696, §1; Amended by Acts 1981, No. 499, §1; Acts 1987, No. 352, §1.

Chapter 2: Lease, Rent & Fees

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

Rent is Due:

What This Means: At the beginning of the term unless otherwise stated in the lease agreement.

Legal Statute:

In the absence of a contrary agreement, usage, or custom:

(1) The rent is due at the beginning of the term. If the rent is payable by intervals shorter than the term, the rent is due at the beginning of each interval.

(2) The rent is payable at the address provided by the lessor and in the absence thereof at the address of the lessee.

La. C.C. § 2703

Acts 2004, No. 821, §1, eff. Jan. 1, 2005.

Acts 2004, No. 821, §1, eff. 1/1/2005.

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute. It's common to give 30-day notice in this case.

Legal Statute:

No content available

Late Fees:

What This Means: No statute, however, they must be stated in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No specific statute. In this case I would refer to the security deposit statute La. Stat. tit. 9 § 3251

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$25 or 5% of the value of the check (whichever is greater.)

Legal Statute:

A. Whenever any drawer of a check dishonored for nonsufficient funds fails to pay the obligation created by the check within fifteen working days after receipt of written demand for payment thereof delivered by certified or registered mail, the drawer shall be liable to the payee or a person subrogated to the rights of the payee for damages of twice the amount so owing, but in no case less than one hundred dollars plus attorney fees and court costs.

B. The payee, his agent or assignee, or a holder may charge the drawer of the check a service charge not to exceed twenty-five dollars or five percent of the face amount of the check, whichever is greater, when making written demand for payment. The payee shall post a notice indicating the amount to be charged a drawer of a check if the check is returned for nonsufficient funds. Such notice shall be posted on the payee's business premises in a convenient and conspicuous place where persons entering the location will see it.

C.

(1) Before any recovery under Subsection A of this Section may be claimed, a written demand in substantially the form which follows shall be sent by certified or registered mail to the drawer of the check at the address shown on the instrument:

"You are hereby notified that a check numbered _____, issued by you on _____ (date), drawn upon _____, (name of bank), and payable to _____, has been dishonored. Pursuant to Louisiana law, you have fifteen working days from receipt of this notice to tender payment in full of the amount of the check plus a service charge of twenty-five dollars or five percent of the face amount of the check, whichever is greater, the total amount due being _____. Unless this amount is paid in full within the fifteen-working-day period, the holder of the check may file a civil action against you for two times the amount of the check or one hundred dollars, whichever is greater, plus any court costs and reasonable attorney fees incurred by the payee in taking the action."

(2) Notice mailed by certified or registered mail evidenced by return receipt to the address printed on the check or given at the time of issuance shall be deemed sufficient and equivalent to notice having been received by the person making the check.

(3) It shall be prima facie evidence that the drawer knew that the instrument would not be honored if notice mailed by certified or registered mail is returned to the sender when such notice is mailed within a reasonable time of dishonor to the address printed on the instrument or given by the drawer at the time of issuance of the check.

La. R.S. § 9:2782

Acts 1986, No. 996, §1; Acts 1995, No. 486, §1; Acts 1999, No. 690, §1.

Acts 1986, No. 996, §1; Acts 1995, No. 486, §1; Acts 1999, No. 690, §1.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes



<https://www.RocketRent.com>

Legal Statute:

If the lessor fails to perform his obligation to make necessary repairs within a reasonable time after demand by the lessee, the lessee may cause them to be made. The lessee may demand immediate reimbursement of the amount expended for the repair or apply that amount to the payment of rent, but only to the extent that the repair was necessary and the expended amount was reasonable.

La. C.C. § 2694

Acts 2004, No. 821, §1, eff. Jan. 1, 2005.

Acts 2004, No. 821, §1, eff. 1/1/2005.

Self-Help Evictions:

What This Means: The landlord may be liable for wrongful eviction.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: If a dispute arises from unpaid rent, the tenant is liable for attorney fees.

Legal Statute:

A. Whenever any lessee of any apartment building, house, motel, hotel, or other such dwelling fails to pay rent that has become due and delinquent, within twenty days after delivery of written demand therefor made in accordance with the provisions of this Section, correctly setting forth the amount of rent due and owing, the lessee shall be liable for reasonable attorney fees for the prosecution and collection of such claim when judgment on the claim is rendered in favor of the claimant.

B. Delivery of written demand for purposes of this Section may be accomplished by mailing the written demand by certified mail to the last known address of the lessee, by personal delivery to the lessee or by tacking the written demand on the door of the leased premises.

C. The provisions of this Section shall apply to oral leases only.

La. R.S. § 9:3259

Added by Acts 1978, No. 478, §1. Added by Acts 1978, No. 478, §1.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

When a lessee or tenant of commercial, residential, or dwelling premises has been constructively evicted from the premises, and when the premises are rendered uninhabitable through no fault of the lessee or tenant, the landlord or lessor shall be required to mitigate his damages.

La. R.S. § 9:3260

Acts 1993, No. 906, §1. Acts 1993, No. 906, §1.

Chapter 3: Notices and Entry

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

Notice to Terminate Tenancy:

What This Means: Fixed-term leases simply expire at the end of the term without need of notice.

Legal Statute:

A lease with a fixed term terminates upon the expiration of that term, without need of notice, unless the lease is reconducted or extended as provided in the following Articles.

La. C.C. § 2720

Acts 2004, No. 821, §1, eff. Jan. 1, 2005. Acts 2004, No. 821, §1, eff. 1/1/2005.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 5-day notice before the end of the period.

Legal Statute:

The notice of termination required by the preceding Article shall be given at or before the time specified below:

- (1) In a lease whose term is measured by a period longer than a month, thirty calendar days before the end of that period;
- (2) In a month-to-month lease, ten calendar days before the end of that month;
- (3) In a lease whose term is measured by a period equal to or longer than a week but shorter than a month, five calendar days before the end of that period; and
- (4) In a lease whose term is measured by a period shorter than a week, at any time prior to the expiration of that period.

A notice given according to the preceding Paragraph terminates the lease at the end of the period specified in the notice, and, if none is specified, at the end of the first period for which the notice is timely.

La. C.C. § 2728

Acts 2004, No. 821, §1, eff. Jan. 1, 2005.

Acts 2004, No. 821, §1, eff. 1/1/2005.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 10-day notice before the end of the month.

Legal Statute:

The notice of termination required by the preceding Article shall be given at or before the time specified below:

- (1) In a lease whose term is measured by a period longer than a month, thirty calendar days before the end of that period;
- (2) In a month-to-month lease, ten calendar days before the end of that month;
- (3) In a lease whose term is measured by a period equal to or longer than a week but shorter than a month, five calendar days before the end of that period; and
- (4) In a lease whose term is measured by a period shorter than a week, at any time prior to the expiration of that period.

A notice given according to the preceding Paragraph terminates the lease at the end of the period specified in the notice, and, if none is specified, at the end of the first period for which the notice is timely.

La. C.C. § 2728

Acts 2004, No. 821, §1, eff. Jan. 1, 2005.

Acts 2004, No. 821, §1, eff. 1/1/2005.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 5-day notice

Legal Statute:

When a lessee's right of occupancy has ceased because of the termination of the lease by expiration of its term, action by the lessor, nonpayment of rent, or for any other reason, and the lessor wishes to obtain possession of the premises, the lessor or his agent shall cause written notice to vacate the premises to be delivered to the lessee. The notice shall allow the lessee not less than five days from the date of its delivery to vacate the leased premises.

If the lease has no definite term, the notice required by law for its termination shall be considered as a notice to vacate under this Article. If the lease has a definite term, notice to vacate may be given not more than thirty days before the expiration of the term.

A lessee may waive the notice requirements of this Article by written waiver contained in the lease, in which case, upon termination of the lessee's right of occupancy for any reason, the lessor or his agent may immediately institute eviction proceedings in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

La. C.P. § 4701

Amended by Acts 1981, No. 713, §1. Amended by Acts 1981, No. 713, §1.

Notice for Lease Violation:

What This Means: 5-day notice

Legal Statute:

When a lessee's right of occupancy has ceased because of the termination of the lease by expiration of its term, action by the lessor, nonpayment of rent, or for any other reason, and the lessor wishes to obtain possession of the premises, the lessor or his agent shall cause written notice to vacate the premises to be delivered to the lessee. The notice shall allow the lessee not less than five days from the date of its delivery to vacate the leased premises.

If the lease has no definite term, the notice required by law for its termination shall be considered as a notice to vacate under this Article. If the lease has a definite term, notice to vacate may be given not more than thirty days before the expiration of the term.

A lessee may waive the notice requirements of this Article by written waiver contained in the lease, in which case, upon termination of the lessee's right of occupancy for any reason, the lessor or his agent may immediately institute eviction proceedings in accordance with Chapter 2 of Title XI of the Louisiana Code of Civil Procedure.

La. C.P. § 4701

Amended by Acts 1981, No. 713, §1. Amended by Acts 1981, No. 713, §1.

Required Notice before Entry:

What This Means: No statute. Generally 24-hour notice must be given during reasonable time frames to respect the tenant's right to privacy.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Generally 24-hour notice must be given during reasonable time frames to respect the tenant's right to privacy.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute. Typically it's allowed without notice for emergencies

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Usually no notice is required in the event of abandonment.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Generally 24-hour notice must be given during reasonable time frames to respect the tenant's right to privacy.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: No statute but the majority of the time they are not allowed.

Legal Statute:

No content available

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Louisiana 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 Louisiana.

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Links To Statutes

- [La. Stat. tit. 9 § 3251](#) – Lessee’s deposit to secure lease; retention by lessor; conveyance of leased premises; itemized statement by lessor
- [La. Stat. tit. 9 § 3252](#) – Failure of lessor to comply; recovery of amounts by lessee; venue
- [La. Stat. tit. 9 § 3253](#) – Cost’s and attorney’s fees
- [La. Stat. tit. 9 § 3259](#) – Unpaid rent; attorney fees
- [La. Stat. tit. 9 § 3260](#) – Premises rendered uninhabitable; mitigation of damages
- [La. Civ. Code art. 2682](#) – The lessor’s principal obligations
- [La. Civ. Code art. 2683](#) – The lessee’s principal obligations
- [La. Civ. Code art. 2688](#) – Obligation to inform lessor
- [La. Civ. Code art. 2690](#) – Alterations by the lessor prohibited

- [La. Civ. Code art. 2692](#) – Lessee’s obligation to make repairs
- [La. Civ. Code art. 2694](#) – Lessee’s right to make repairs
- [La. Civ. Code art. 2703](#) – When and where rent is due
- [La. Civ. Code art. 2720](#) – Termination of lease with a fixed term
- [La. Civ. Code art. 2721](#) – Reconduction
- [La. Civ. Code art. 2723](#) – Term of reconducted nonagricultural lease
- [La. Civ. Code art. 2728](#) – Notice of termination; timing
- [La. Stat. tit. 9 § 2782](#) – Nonsufficient fund checks; damages, attorney fees
- [La. Civ. Code art. 3499](#) – Personal action
- [La. Code Civ. Proc. art. 4701](#) – Termination of lease; notice to vacate; waiver of notice
- [La. Public Health and Safety § 40:506](#) – Termination of tenancy
- [La. Rev. Stat. § 9:3261.1](#) – Domestic Violence Situations
- [La. Civ. Code Art. 2691](#) – Repairs
- [La. Civ. Code Art. 2713](#) – Subleasing
- [Attorney General’s Guide to Louisiana’s Landlord & Tenant Laws \(Proper Eviction Procedures, Cont.\)](#)
- [Attorney General’s Guide to Louisiana’s Landlord & Tenant Laws \(Non-payment of Rent\)](#)