



Idaho

Landlord - Tenant Laws Complete Guide



Idaho Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

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

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 statute

Legal Statute: No statute

Security Deposit Interest:

What This Means: No statute

Legal Statute:No statute

Separate Security Deposit Bank Account:

What This Means: If managed by a third-party it must be maintained in a separate account.

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. "Normal wear and tear" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

(2) Refunds shall be made within twenty-one (21) days if no time is fixed by agreement and, in any event, within thirty (30) days after surrender of the premises by the tenant. Any refunds in an amount less than the full amount deposited by the tenant shall be accompanied by a signed statement itemizing the amounts lawfully retained by the landlord, the purpose for the amounts retained, and a detailed list of expenditures made from the deposit.

(3) If security deposits have been made as to a particular rental or lease property, and the property changes ownership during a tenancy, the new owner shall be liable for refund of the deposits.

(4) A security deposit for a residential rental premises that is managed by a third-party manager of a landlord shall be maintained in a separate account at a federally insured financial institution. Such account shall be maintained separate from the third-party agent's operating account. The requirements of this subsection shall not apply to a property owner, managers who have common members or principals of the property owner entity, a real estate licensee, or a nonprofit business organization as established under chapter 30, title 30, Idaho Code. Idaho Code § 6-321 [6-321, added 1977, ch. 45, sec. 5, p. 83; am. 2021, ch. 197, sec. 1, p. 545.] Amended by 2021 Session Laws, ch. 197, sec. 1, eff. 7/1/2021.

Non-refundable fees:

What This Means: No statute

Legal Statute: No statute

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute: No statute

Deadline for Returning Security Deposit:

What This Means: 21 days if no time frame is specified in the agreement. Can be up to 30.

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. "Normal wear and tear" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

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Idaho Code § 6-321

[6-321, added 1977, ch. 45, sec. 5, p. 83; am. 2021, ch. 197, sec. 1, p. 545.] Amended by 2021 Session Laws, ch. 197, sec. 1, eff. 7/1/2021.

Permitted Uses of the Deposit:

What This Means: Any contingencies outlined in the rental agreement or deposit arrangement. Commonly used for damages beyond \"normal wear and tear\", pet deposits, cleaning etc.

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. \"Normal wear and tear\" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

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(3) If security deposits have been made as to a particular rental or lease property, and the property changes ownership during a tenancy, the new owner shall be liable for refund of the deposits.

(4) A security deposit for a residential rental premises that is managed by a third-party manager of a landlord shall be maintained in a separate account at a federally insured financial institution. Such account shall be maintained separate from the third-party agent's operating account. The

requirements of this subsection shall not apply to a property owner, managers who have common members or principals of the property owner entity, a real estate licensee, or a nonprofit business organization as established under chapter 30, title 30, Idaho Code.

Idaho Code § 6-321

[6-321, added 1977, ch. 45, sec. 5, p. 83; am. 2021, ch. 197, sec. 1, p. 545.] Amended by 2021 Session Laws, ch. 197, sec. 1, eff. 7/1/2021.

Security Deposit can be Withheld:

What This Means: Yes. The landlord must provide an itemized list of the deductions and purpose for each one.

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. "Normal wear and tear" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

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Idaho Code § 6-321

[6-321, added 1977, ch. 45, sec. 5, p. 83; am. 2021, ch. 197, sec. 1, p. 545.] Amended by 2021 Session Laws, ch. 197, sec. 1, eff. 7/1/2021.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. "Normal wear and tear" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

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Receipt of Security Deposit:

What This Means: No statute

Legal Statute: No statute

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

(1) Amounts deposited by a tenant with a landlord for any purpose other than the payment of rent shall be deemed security deposits. Upon termination of a lease or rental agreement and surrender of the premises by the tenant all amounts held by the landlord as a security deposit shall be refunded to the tenant, except amounts necessary to cover the contingencies specified in the deposit arrangement. The landlord shall not retain any part of a security deposit to cover normal wear and tear. "Normal wear and tear" means that deterioration which occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, or misuse or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests.

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Idaho Code § 6-321

[6-321, added 1977, ch. 45, sec. 5, p. 83; am. 2021, ch. 197, sec. 1, p. 545.] Amended by 2021 Session Laws, ch. 197, sec. 1, eff. 7/1/2021.

Failure to Comply:

What This Means: A landlord may be liable to tenant if they fail to return a security deposit.

Legal Statute:

(a) A tenant may file an action against a landlord for damages and specific performance for:

- (1) Failure to provide reasonable waterproofing and weather protection of the premises;
- (2) Failure to maintain in good working order electrical, plumbing, heating, ventilating, cooling, or sanitary facilities supplied by the landlord;
- (3) Maintaining the premises in a manner hazardous to the health or safety of the tenant;
- (4) Failure to return a security deposit as and when required by law;
- (5) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the tenant, whether explicitly or implicitly a part thereof; and
- (6) Failure to install approved smoke detectors in each dwelling unit, to include mobile homes, under the landlord's control. Upon commencement of a rental agreement, the landlord shall verify that smoke detectors have been installed and are in good working order in the dwelling unit. The tenant shall maintain the smoke detectors in good working order during the tenant's rental period. For purposes of this section, an approved smoke detector is a battery-operated device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly. If the landlord or the landlord's assignee fails to install working smoke detectors, the tenant may send written notice by certified mail, return receipt requested, to the landlord or the landlord's assignee that if working smoke detectors are not installed within seventy-two (72) hours of receipt of the letter, the tenant may install smoke detectors and deduct the cost from the tenant's next month's rent. Smoke detectors purchased by the tenant and deducted from rent become the property of the landlord and shall not be removed from the premises.

Upon filing the complaint, a summons must be issued, served and returned as in other actions, provided, however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines his action for damages with an action for specific performance, the early trial provision of this section shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(b) In an action under this section, plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(c) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for the amount of the damages assessed. Judgment may also be entered requiring specific performance for any breach of agreement showing by the evidence, and for costs and disbursements.

(d) Before a tenant shall have standing to file an action under this section, he must give his landlord three (3) days written notice, listing each failure or breach upon which his action will be premised and written demand requiring performance or cure. If, within three (3) days after service of the notice, any listed failure or breach has not been performed or cured by the landlord, the tenant may proceed to commence an action for damages and specific performance.

(e) The provisions of this section shall not apply to tracts of land of five (5) acres or more used for agricultural purposes.

Idaho Code § 6-320

[6-320, added 1977, ch. 45, sec. 4, p. 81; am. 1994, ch. 418, sec. 1, p. 1308.]

Chapter 2: Lease, Rent & Fees

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

Rent is Due:

What This Means: No statute. Refer to lease agreement for specifications.

Legal Statute: No statute

Payment Methods:

What This Means: No statute. Refer to lease agreement for specifications.

Legal Statute: No statute

Rent Increase Notice:

What This Means: 30-day notice required

Legal Statute: No statute

Late Fees:

What This Means: No statute. Refer to lease agreement for specifications.

Legal Statute: No statute

Application Fees:

What This Means: No statute

Legal Statute: No statute

Prepaid Rent:

What This Means: No statute

Legal Statute: No statute

Returned Check Fees:

What This Means: A tenant may be liable for the check amount plus \$100 or 3x the amount of the check (whichever is greater)

Legal Statute:

In any action filed in the small claims department against a person who makes any check, draft or order for the payment of money which has been dishonored for lack of funds or credit to pay the same, or because the maker has no account with the drawee, the plaintiff, or a collection agency with a license issued to it pursuant to section 26-2225, Idaho Code, which is attempting to collect the dishonored check under a written agreement with the payee or holder of the check, may recover from the defendant the amount of the check, draft or order and, in addition thereto, the greater of the amount of one hundred dollars (\$100) or three (3) times the amount for which the check, draft or order is drawn. Except as provided in section 1-2304, Idaho Code, the plaintiff or collection agency may recover no other costs, fees, charges or damages. However, damages recovered under the provisions of this section shall not exceed by more than five hundred dollars (\$500) the value of the check, draft or order and may be awarded only if the plaintiff made written demand of the defendant for payment of the amount of the check, draft or order not less than ten (10) days before commencing the action, and if the defendant failed to tender to the plaintiff, prior to commencement of the action, an amount of money not less than the amount demanded. The written demand required by this section shall be sent to the maker by certified mail at his last known address, or by regular mail, supported by an affidavit of service by mailing, to the address printed or written on the check as provided in section 28-22-106, Idaho Code, in which case the demand shall be deemed conclusive three (3) days following the date the affidavit is executed. The written demand shall fully advise the maker of the check, draft, or order of the consequences of failure to make prompt payment under this section. The plaintiff or collection agency must show proof of service by producing a copy of a signed return receipt or affidavit of personal service. Idaho Code § 1-2301A [(1-2301A) 18-3107, added 1982, ch. 156, sec. 1, p. 422; am. and redesignated as sec. 1-2301A, 1983, ch. 192, sec. 2, p. 521; am. 1996, ch. 373, sec. 1, p. 1269; am. 1999, ch. 115, sec. 1, p. 349; am. 2001, ch. 22, sec. 1, p. 28; am. 2002, ch. 288, sec. 1, p. 834; am. 2008, ch. 347, sec. 32, p. 958.]

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

What This Means: Not allowed. The only exception is in the case of smoke detectors. 3-day notice of breach must be provided to the landlord to repair and deduct from rent.

Legal Statute:

(a) A tenant may file an action against a landlord for damages and specific performance for:



<https://www.RocketRent.com>

- (1) Failure to provide reasonable waterproofing and weather protection of the premises;
- (2) Failure to maintain in good working order electrical, plumbing, heating, ventilating, cooling, or sanitary facilities supplied by the landlord;
- (3) Maintaining the premises in a manner hazardous to the health or safety of the tenant;
- (4) Failure to return a security deposit as and when required by law;
- (5) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the tenant, whether explicitly or implicitly a part thereof; and
- (6) Failure to install approved smoke detectors in each dwelling unit, to include mobile homes, under the landlord's control. Upon commencement of a rental agreement, the landlord shall verify that smoke detectors have been installed and are in good working order in the dwelling unit. The tenant shall maintain the smoke detectors in good working order during the tenant's rental period. For purposes of this section, an approved smoke detector is a battery-operated device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly. If the landlord or the landlord's assignee fails to install working smoke detectors, the tenant may send written notice by certified mail, return receipt requested, to the landlord or the landlord's assignee that if working smoke detectors are not installed within seventy-two (72) hours of receipt of the letter, the tenant may install smoke detectors and deduct the cost from the tenant's next month's rent. Smoke detectors purchased by the tenant and deducted from rent become the property of the landlord and shall not be removed from the premises.

Upon filing the complaint, a summons must be issued, served and returned as in other actions, provided, however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines his action for damages with an action for specific performance, the early trial provision of this section shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(b) In an action under this section, plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(c) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for the amount of the damages assessed. Judgment may also be entered requiring specific performance for any breach of agreement showing by the evidence, and for costs and disbursements.

(d) Before a tenant shall have standing to file an action under this section, he must give his landlord three (3) days written notice, listing each failure or breach upon which his action will be premised and written demand requiring performance or cure. If, within three (3) days after service of the notice, any listed failure or breach has not been performed or cured by the landlord, the tenant may proceed to commence an action for damages and specific performance.

(e) The provisions of this section shall not apply to tracts of land of five (5) acres or more used for agricultural purposes.

Idaho Code § 6-320

[6-320, added 1977, ch. 45, sec. 4, p. 81; am. 1994, ch. 418, sec. 1, p. 1308.]

Tenant Allowed to Repair and Deduct Rent:

What This Means: Not allowed. The only exception is in the case of smoke detectors. 3-day notice of breach must be provided to the landlord to repair and deduct from rent.

Legal Statute:

(a) A tenant may file an action against a landlord for damages and specific performance for:

- (1) Failure to provide reasonable waterproofing and weather protection of the premises;
- (2) Failure to maintain in good working order electrical, plumbing, heating, ventilating, cooling, or sanitary facilities supplied by the landlord;
- (3) Maintaining the premises in a manner hazardous to the health or safety of the tenant;
- (4) Failure to return a security deposit as and when required by law;
- (5) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the tenant, whether explicitly or implicitly a part thereof; and
- (6) Failure to install approved smoke detectors in each dwelling unit, to include mobile homes, under the landlord's control. Upon commencement of a rental agreement, the landlord shall verify that smoke detectors have been installed and are in good working order in the dwelling unit. The tenant shall maintain the smoke detectors in good working order during the tenant's rental period. For purposes of this section, an approved smoke detector is a battery-operated device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly. If the landlord or the landlord's assignee fails to install working smoke detectors, the tenant may send written notice by certified mail, return receipt requested, to the landlord or the landlord's assignee that if working smoke detectors are not installed within seventy-two (72) hours of receipt of the letter,

the tenant may install smoke detectors and deduct the cost from the tenant's next month's rent. Smoke detectors purchased by the tenant and deducted from rent become the property of the landlord and shall not be removed from the premises.

Upon filing the complaint, a summons must be issued, served and returned as in other actions, provided, however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines his action for damages with an action for specific performance, the early trial provision of this section shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(b) In an action under this section, plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(c) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for the amount of the damages assessed. Judgment may also be entered requiring specific performance for any breach of agreement showing by the evidence, and for costs and disbursements.

(d) Before a tenant shall have standing to file an action under this section, he must give his landlord three (3) days written notice, listing each failure or breach upon which his action will be premised and written demand requiring performance or cure. If, within three (3) days after service of the notice, any listed failure or breach has not been performed or cured by the landlord, the tenant may proceed to commence an action for damages and specific performance.

(e) The provisions of this section shall not apply to tracts of land of five (5) acres or more used for agricultural purposes.

Idaho Code § 6-320

[6-320, added 1977, ch. 45, sec. 4, p. 81; am. 1994, ch. 418, sec. 1, p. 1308.]

Self-Help Evictions:

What This Means: No statute. Usually not allowed, and the landlord is responsible for maintaining and providing essential services.

Legal Statute:

(a) A tenant may file an action against a landlord for damages and specific performance for:

(1) Failure to provide reasonable waterproofing and weather protection of the premises;

(2) Failure to maintain in good working order electrical, plumbing, heating, ventilating, cooling, or sanitary facilities supplied by the landlord;

(3) Maintaining the premises in a manner hazardous to the health or safety of the tenant;

(4) Failure to return a security deposit as and when required by law;

(5) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the tenant, whether explicitly or implicitly a part thereof; and

(6) Failure to install approved smoke detectors in each dwelling unit, to include mobile homes, under the landlord's control. Upon commencement of a rental agreement, the landlord shall verify that smoke detectors have been installed and are in good working order in the dwelling unit. The tenant shall maintain the smoke detectors in good working order during the tenant's rental period. For purposes of this section, an approved smoke detector is a battery-operated device that is capable of detecting visible or invisible particles of combustion and that bears a label or other identification issued by an approved testing agency having a service for inspection of materials and workmanship at the factory during fabrication and assembly. If the landlord or the landlord's assignee fails to install working smoke detectors, the tenant may send written notice by certified mail, return receipt requested, to the landlord or the landlord's assignee that if working smoke detectors are not installed within seventy-two (72) hours of receipt of the letter, the tenant may install smoke detectors and deduct the cost from the tenant's next month's rent. Smoke detectors purchased by the tenant and deducted from rent become the property of the landlord and shall not be removed from the premises.

Upon filing the complaint, a summons must be issued, served and returned as in other actions, provided, however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines his action for damages with an action for specific performance, the early trial provision of this section shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(b) In an action under this section, plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(c) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for the amount of the damages assessed. Judgment may also be entered requiring specific performance for any breach of agreement showing by the evidence, and for costs and disbursements.

(d) Before a tenant shall have standing to file an action under this section, he must give his landlord three (3) days written notice, listing each failure or breach upon which his action will be

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(e) The provisions of this section shall not apply to tracts of land of five (5) acres or more used for agricultural purposes.

Idaho Code § 6-320

[6-320, added 1977, ch. 45, sec. 4, p. 81; am. 1994, ch. 418, sec. 1, p. 1308.]

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes

Legal Statute:

In any action brought under the provisions of this chapter, except in those cases where treble damages are awarded, the prevailing party shall be entitled to an award of attorney fees. For attorney fees to be awarded in cases requiring the three (3) days' notice as set forth in section 6-303 2., Idaho Code, it shall be necessary that the three (3) days' notice advise the tenant that attorney fees shall be awarded to the prevailing party.

Idaho Code § 6-324

[6-324, added 1985, ch. 144, sec. 1, p. 389.]

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

What This Means: No statute. However, the landlord can file a lawsuit in small claims district court (up to a certain amount) to mitigate damages.

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:

What This Means: 30-day notice required

Legal Statute:

A tenancy or other estate at will, however created, may be terminated:

(1) By the landlord's giving notice in writing to the tenant, in the manner prescribed by the code of civil procedure, to remove from the premises within a period of not less than one (1) month, to be specified in the notice; or

(2) By the tenant giving notice in writing to the landlord that the tenant will be vacating the premises, on a date as specified in the notice, but not less than one (1) month from the date of notice.

Idaho Code § 55-208

[(55-208) R.S., sec. 2857; reen. R.C. & C.L., sec. 3078; C.S., sec. 5346; I.C.A., sec. 54-208; am. 2002, ch. 295, sec. 1, p. 848.]

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

What This Means: No specific statute. The general timeframe is 30 days.

Legal Statute:

A tenancy or other estate at will, however created, may be terminated:

(1) By the landlord's giving notice in writing to the tenant, in the manner prescribed by the code of civil procedure, to remove from the premises within a period of not less than one (1) month, to be specified in the notice; or

(2) By the tenant giving notice in writing to the landlord that the tenant will be vacating the premises, on a date as specified in the notice, but not less than one (1) month from the date of notice.

Idaho Code § 55-208

[(55-208) R.S., sec. 2857; reen. R.C. & C.L., sec. 3078; C.S., sec. 5346; I.C.A., sec. 54-208; am. 2002, ch. 295, sec. 1, p. 848.]

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

What This Means: No specific statute. The general timeframe is 30 days.

Legal Statute:

A tenancy or other estate at will, however created, may be terminated:

(1) By the landlord's giving notice in writing to the tenant, in the manner prescribed by the code of civil procedure, to remove from the premises within a period of not less than one (1) month, to be specified in the notice; or

(2) By the tenant giving notice in writing to the landlord that the tenant will be vacating the premises, on a date as specified in the notice, but not less than one (1) month from the date of notice.

Idaho Code § 55-208

[(55-208) R.S., sec. 2857; reen. R.C. & C.L., sec. 3078; C.S., sec. 5346; I.C.A., sec. 54-208; am. 2002, ch. 295, sec. 1, p. 848.]

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute. The general timeframe is 30 days.

Legal Statute:

A tenancy or other estate at will, however created, may be terminated:

(1) By the landlord's giving notice in writing to the tenant, in the manner prescribed by the code of civil procedure, to remove from the premises within a period of not less than one (1) month, to be specified in the notice; or

(2) By the tenant giving notice in writing to the landlord that the tenant will be vacating the premises, on a date as specified in the notice, but not less than one (1) month from the date of notice.

Idaho Code § 55-208

[(55-208) R.S., sec. 2857; reen. R.C. & C.L., sec. 3078; C.S., sec. 5346; I.C.A., sec. 54-208; am. 2002, ch. 295, sec. 1, p. 848.]

Notice of date/time of Move-Out Inspection:

What This Means: No statute. Refer to lease agreement for specifications.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 3-day notice

Legal Statute:

A tenant of real property, for a term less than life, is guilty of an unlawful detainer:

1. When he continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to him, without the permission of his landlord, or the successor in estate of his landlord, if any there be; but in case of a tenancy at will, it must first be terminated by notice, as prescribed in the civil code.
2. Where he continues in possession, in person or by subtenant, without permission of his landlord, or the successor in estate of his landlord, if any there be, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three (3) days' notice, in writing, requiring its payment, stating the amount which is due, or possession of the property, shall have been served upon him, and if there be a subtenant in actual occupation of the premises, also upon such subtenant. Such notice shall also notify the tenant that if a court enters judgment against him, then he will have seventy-two (72) hours, if he is a residential tenant, and seven (7) days, or longer if granted by the court, if he is a commercial tenant or a tenant with a tract of land five (5) acres or more, to remove his belongings from the premises before the landlord may remove and dispose of such property pursuant to section 6-316, Idaho Code. Such notice may be served at any time within one (1) year after the rent becomes due. In all cases of tenancy upon agricultural lands, where the tenant has held over and retained possession for more than sixty (60) days after the expiration of his term without any demand of possession or notice to quit by the landlord, or the successor in estate of his landlord, if any there be, he shall be deemed to be holding by permission of the landlord, or the successor in estate of his landlord, if any there be, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during said year, and such holding over for the period aforesaid shall be taken and construed as a consent on the part of a tenant to hold for another year.
3. Where he continues in possession in person, or by subtenants, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for payment of rent, and three (3) days' notice, in writing, requiring the performance of such conditions or covenants, or the possession of the property, shall have been served upon him, and if there be a subtenant in actual occupation of the premises, also upon such subtenant. Within three (3) days after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease, or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture: provided, if the covenants and conditions of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to said lessee or his subtenant demanding the performance of the violated covenant or

conditions of the lease. A tenant may take proceedings similar to those prescribed in this chapter, to obtain possession of premises let to an undertenant, in case of his unlawful detention of the premises underlet to him.

4. A tenant or subtenant, assigning or subletting, or committing waste upon, the demised premises contrary to the covenants of his lease, thereby terminates the lease, and the landlord, or his successor in estate, shall, upon service of three (3) days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of such demised premises under the provisions of this chapter.

5. If any person is, or has been, engaged in the unlawful delivery, production or use of a controlled substance on the premises of the leased property during the term for which the premises are let to the tenant. For purposes of this chapter, the terms \"delivery,\" \"production,\" and \"controlled substance\" shall be defined as set forth in section 37-2701, Idaho Code.

Idaho Code § 6-303

[(6-303) C.C.P. 1881, sec. 797; R.S., R.C., & C.L., sec. 5093; C.S., sec. 7322; I.C.A., sec. 9-303; am. 2001, ch. 203, sec. 1, p. 691; am. 2020 , ch. 340, sec. 1 , p. 995.]Amended by 2020 Session Laws, ch. 340, sec. 1, eff. 7/1/2020.

Notice for Lease Violation:

What This Means: 3-day notice

Legal Statute:

A tenant of real property, for a term less than life, is guilty of an unlawful detainer:

1. When he continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to him, without the permission of his landlord, or the successor in estate of his landlord, if any there be; but in case of a tenancy at will, it must first be terminated by notice, as prescribed in the civil code.

2. Where he continues in possession, in person or by subtenant, without permission of his landlord, or the successor in estate of his landlord, if any there be, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three (3) days' notice, in writing, requiring its payment, stating the amount which is due, or possession of the property, shall have been served upon him, and if there be a subtenant in actual occupation of the premises, also upon such subtenant. Such notice shall also notify the tenant that if a court enters judgment against him, then he will have seventy-two (72) hours, if he is a residential tenant, and seven (7) days, or longer if granted by the court, if he is a commercial tenant or a tenant with a tract of land five (5) acres or more, to remove his belongings from the premises before the landlord may remove and dispose of such property pursuant to section 6-316, Idaho Code. Such notice may be served at any time within one (1) year after the rent becomes due. In all cases of tenancy upon agricultural lands, where the tenant has held over and retained

possession for more than sixty (60) days after the expiration of his term without any demand of possession or notice to quit by the landlord, or the successor in estate of his landlord, if any there be, he shall be deemed to be holding by permission of the landlord, or the successor in estate of his landlord, if any there be, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during said year, and such holding over for the period aforesaid shall be taken and construed as a consent on the part of a tenant to hold for another year.

3. Where he continues in possession in person, or by subtenants, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for payment of rent, and three (3) days' notice, in writing, requiring the performance of such conditions or covenants, or the possession of the property, shall have been served upon him, and if there be a subtenant in actual occupation of the premises, also upon such subtenant. Within three (3) days after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease, or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture: provided, if the covenants and conditions of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to said lessee or his subtenant demanding the performance of the violated covenant or conditions of the lease. A tenant may take proceedings similar to those prescribed in this chapter, to obtain possession of premises let to an undertenant, in case of his unlawful detention of the premises underlet to him.

4. A tenant or subtenant, assigning or subletting, or committing waste upon, the demised premises contrary to the covenants of his lease, thereby terminates the lease, and the landlord, or his successor in estate, shall, upon service of three (3) days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of such demised premises under the provisions of this chapter.

5. If any person is, or has been, engaged in the unlawful delivery, production or use of a controlled substance on the premises of the leased property during the term for which the premises are let to the tenant. For purposes of this chapter, the terms \"delivery,\" \"production,\" and \"controlled substance\" shall be defined as set forth in section 37-2701, Idaho Code.

Idaho Code § 6-303

[(6-303) C.C.P. 1881, sec. 797; R.S., R.C., & C.L., sec. 5093; C.S., sec. 7322; I.C.A., sec. 9-303; am. 2001, ch. 203, sec. 1, p. 691; am. 2020 , ch. 340, sec. 1 , p. 995.]Amended by 2020 Session Laws, ch. 340, sec. 1, eff. 7/1/2020.

Required Notice before Entry:

What This Means: No statute. The lease agreement should specify the landlord's right to enter including timeframe of notice, and timeframe of entry.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. The lease agreement should specify the landlord's right to enter including timeframe of notice, and timeframe of entry.

Legal Statute: No statute

Emergency Entry Allowed without Notice:

What This Means: No statute. It should be specified in the lease agreement. Generally, a landlord is allowed to enter without notice in case of an emergency.

Legal Statute: No statute

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. It should be specified in the lease agreement. Generally, a landlord is allowed to enter in the event that the unit is abandoned.

Legal Statute: No statute

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. The lease agreement should specify the landlord's right to enter including timeframe of notice, and timeframe of entry.

Legal Statute: No statute

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute: No statute

Lockouts Allowed:

What This Means: Not allowed.

Legal Statute: No statute

Utility Shut-offs Allowed:

What This Means: Not allowed.

Legal Statute: No statute

Electronic Notices Allowed:

What This Means: No statute

Legal Statute: No statute

Quick Reference Guide

Key Idaho 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 Idaho.

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Links To Statutes

- [Idaho Code § 55-208](#) – Termination of Tenancy At Will
- [Idaho Code § 55-210](#) – Right of Reentry
- [Idaho Code § 5-216](#) – Action on Written Contract
- [Idaho Code § 5-217](#) – Action on Oral Contract
- [Idaho Code § 6-303\(2\)](#) – Unlawful Detainer Defined
- [Idaho Code § 6-303\(3\)](#) – Unlawful Detainer Defined
- [Idaho Code § 6-305](#) – Jurisdiction of District Court
- [Idaho Code § 6-320\(a\)\(6\)](#) – Action for Damages and Specific Performance by Tenant
- [Idaho Code § 6-321](#) – Security Deposits
- [Idaho Code § 6-324](#) – Attorney Fees
- [Idaho Code § 55-307\(1\)](#) – Change in Terms of Lease – Notice – No Rent Control
- [Idaho Code § 1-2301\(A\)](#) – Drawing Check Without Funds or Insufficient Funds – Civil Liability
- [Idaho Code § 32-201A](#) – Domestic Violence Situations
- [Idaho Landlord-Tenant Manual \(Rent and Fee Increases and Lease Renewals\)](#)
- [Idaho Landlord-Tenant Manual \(Recovery of Unpaid Rent and Damages\)](#)
- [Idaho Landlord-Tenant Manual \(The Tenant's Right to Privacy\)](#)
- [Idaho Landlord-Tenant Manual \(Unlawful Evictions\) Pg. 27](#)
- [Idaho Landlord-Tenant Manual \(The Landlord's Duty to Provide Utility Services\)](#)