

New Hampshire

Landlord - Tenant Laws Complete Guide



New Hampshire Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of New Hampshire'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 New Hampshire.

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: 1x monthly rent

Legal Statute:

I. (a) A landlord shall not demand or receive any security deposit in an amount or value in excess of one month's rent or \$100, whichever is greater. Nothing in this section shall prohibit a landlord from entering into a written lease that requires the quarterly or less frequent payment of rent; provided, however, that the security deposit received in addition to the initial rent payment may not exceed the equivalent of one month's rent. (b) Except as provided in subparagraph (c), upon receiving a deposit from a tenant, a landlord shall forthwith deliver to the tenant a signed receipt stating the amount of the deposit and specifying the place where the deposit or bond for the deposit pursuant to RSA 540-A:6, II(c) will be held, and shall notify the tenant that any conditions in the rental unit in need of repair or correction should be noted on the receipt or given to the landlord in writing within 5 days of occupancy. (c) No receipt shall be required when the tenant furnishes a security deposit in the form of a personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of the tenant. Regardless of whether or not a receipt is required, the landlord shall provide written notice to the tenant that a written list of conditions in the rental unit in need of repair or correction, if any, should be given to the landlord within 5 days of occupancy.

II. (a) Security deposits held by a landlord continue to be the money of the tenant and shall be held in trust by the person with whom such deposit is made and shall not be mingled with the personal moneys or become an asset of the landlord until the provisions of RSA 540-A:7 are complied with, but may be disposed of as provided in RSA 540-A:6, III. (b) A landlord may mingle all security deposits held by him in a single account held in trust for the tenant at any bank, savings and loan association or credit union organized under the laws of this state in satisfaction of the requirements of RSA 540-A:6, II(a). (c) A bond written by a company located in New Hampshire and posted with the clerk of the city or town in which the residential premises are located in an amount equivalent to the total value of a security deposit held by the landlord on property in that city or town shall exempt the landlord from the provisions of RSA 540-A:6, II(a) and (b).

III. (a) Any landlord who holds a security deposit shall turn the security deposit over at the time of delivery of the deed or instrument of assignment, or within 5 days thereafter, or within 5 days after a receiver has been qualified, to one of the following: (1) his grantee upon conveying the premises in which the rental unit is located; (2) his assignee upon assigning his lease to the rental unit; (3) the receiver in a foreclosure action or other lien of record affecting the property in which the rental unit is located, upon the judicial appointment and qualification of the receiver; or

(4) the purchaser at a foreclosure sale or other lien of record, if a receiver has not been qualified, upon the conveyance to another person by the referee of the property in which the rental unit is located. (b) The landlord shall notify the tenant by registered or certified mail of such turning over, including the name and address of the grantee, assignee, purchaser, or receiver who then holds the security deposit. (c) Any landlord who turns over to his grantee, his assignee, a purchaser at a foreclosure sale, or the receiver in a foreclosure action the amount of such security deposit with interest due, if any, is thereby relieved of liability to the tenant for repayment of the deposit. The transferee of the security deposit is then responsible for the return of the security deposit to the tenant or licensee, unless, before the expiration of the term of the tenant's lease or licensee's agreement, he transfers the security deposit to another, pursuant to RSA 540-A:6, III(a) and gives the requisite notice pursuant to RSA 540-A:6, III(b). A receiver shall hold the security subject to its disposition as provided in an order of the court to be made and entered in the foreclosure action. (d) RSA 540-A:6, III(c) shall not apply if there is an inconsistent agreement between the landlord and tenant or licensee.

IV. (a) A landlord who holds a security deposit for a period of one year or longer shall pay to the tenant interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date the landlord receives the deposit or from September 13, 1977, whichever is later. If a landlord mingles security deposits in a single account under RSA 540-A:6, II(b), the landlord shall pay the actual interest earned on such account proportionately to each tenant. (b) Upon request, a landlord shall provide to the tenant the name of any bank, savings and loan association, or credit union where his security deposit is on deposit, the account number, the amount on deposit, and the interest rate on the deposit and shall allow the tenant to examine his security deposit records. (c) Notwithstanding RSA 540-A:7, I, a tenant may request the interest accrued on a security deposit every 3 years, 30 days before the expiration of that year's tenancy. The landlord shall comply with the request within 15 days of the expiration of that year's tenancy.

RSA 540-A:6

Amended by 2014 , 56: 1, eff. 7/26/2014.

1985, 100:6. 1988, 167:1. 1992, 184:4. 2006, 296 : 1 , eff. July 1, 2006. 2014, 56 : 1 , eff. July 26, 2014.

Security Deposit Interest:

What This Means: If deposit is held for a minimum of 1 year, interest must be paid to the tenant at the rate set by the bank or institution.

Legal Statute:

(a) A landlord shall not demand or receive any security deposit in an amount or value in excess of one month's rent or \$100, whichever is greater. Nothing in this section shall prohibit a landlord from entering into a written lease that requires the quarterly or less frequent payment of rent; provided, however, that the security deposit received in addition to the initial rent payment may not exceed the equivalent of one month's rent.

(b) Except as provided in subparagraph (c), upon receiving a deposit from a tenant, a landlord shall forthwith deliver to the tenant a signed receipt stating the amount of the deposit and specifying the place where the deposit or bond for the deposit pursuant to RSA 540-A:6, II(c) will be held, and shall notify the tenant that any conditions in the rental unit in need of repair or correction should be noted on the receipt or given to the landlord in writing within 5 days of occupancy.

(c) No receipt shall be required when the tenant furnishes a security deposit in the form of a personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of the tenant. Regardless of whether or not a receipt is required, the landlord shall provide written notice to the tenant that a written list of conditions in the rental unit in need of repair or correction, if any, should be given to the landlord within 5 days of occupancy.

[Full subsequent sections II, III, and IV as provided in the original text]

Separate Security Deposit Bank Account:

What This Means: Yes

Legal Statute:

I. (a) A landlord shall not demand or receive any security deposit in an amount or value in excess of one month's rent or \$100, whichever is greater. Nothing in this section shall prohibit a landlord from entering into a written lease that requires the quarterly or less frequent payment of rent; provided, however, that the security deposit received in addition to the initial rent payment may not exceed the equivalent of one month's rent. (b) Except as provided in subparagraph (c), upon receiving a deposit from a tenant, a landlord shall forthwith deliver to the tenant a signed receipt stating the amount of the deposit and specifying the place where the deposit or bond for the deposit pursuant to RSA 540-A:6, II(c) will be held, and shall notify the tenant that any conditions in the rental unit in need of repair or correction should be noted on the receipt or given to the landlord in writing within 5 days of occupancy. (c) No receipt shall be required when the tenant furnishes a security deposit in the form of a personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of the tenant. Regardless of whether or not a receipt is required, the landlord shall provide written notice to the tenant that a written list of conditions in the rental unit in need of repair or correction, if any, should be given to the landlord within 5 days of occupancy.

II. (a) Security deposits held by a landlord continue to be the money of the tenant and shall be held in trust by the person with whom such deposit is made and shall not be mingled with the personal moneys or become an asset of the landlord until the provisions of RSA 540-A:7 are complied with, but may be disposed of as provided in RSA 540-A:6, III. (b) A landlord may mingle all security deposits held by him in a single account held in trust for the tenant at any bank, savings and loan association or credit union organized under the laws of this state in satisfaction of the requirements of RSA 540-A:6, II(a). (c) A bond written by a company located in New Hampshire and posted with the clerk of the city or town in which the residential premises are located in an amount equivalent to the total value of a security deposit held by the landlord on property in that city or town shall exempt the landlord from the provisions of RSA 540-A:6, II(a) and (b).

III. (a) Any landlord who holds a security deposit shall turn the security deposit over at the time of delivery of the deed or instrument of assignment, or within 5 days thereafter, or within 5 days after a receiver has been qualified, to one of the following: (1) his grantee upon conveying the premises in which the rental unit is located; (2) his assignee upon assigning his lease to the rental unit; (3) the receiver in a foreclosure action or other lien of record affecting the property in which the rental unit is located, upon the judicial appointment and qualification of the receiver; or (4) the purchaser at a foreclosure sale or other lien of record, if a receiver has not been qualified, upon the conveyance to another person by the referee of the property in which the rental unit is located. (b) The landlord shall notify the tenant by registered or certified mail of such turning over, including the name and address of the grantee, assignee, purchaser, or receiver who then holds the security deposit. (c) Any landlord who turns over to his grantee, his assignee, a purchaser at a foreclosure sale, or the receiver in a foreclosure action the amount of such security deposit with interest due, if any, is thereby relieved of liability to the tenant for repayment of the deposit. The transferee of the security deposit is then responsible for the return of the security deposit to the tenant or licensee, unless, before the expiration of the term of the tenant's lease or licensee's agreement, he transfers the security deposit to another, pursuant to RSA 540-A:6, III(a) and gives the requisite notice pursuant to RSA 540-A:6, III(b). A receiver shall hold the security subject to its disposition as provided in an order of the court to be made and entered in the foreclosure action. (d) RSA 540-A:6, III(c) shall not apply if there is an inconsistent agreement between the landlord and tenant or licensee.

IV. (a) A landlord who holds a security deposit for a period of one year or longer shall pay to the tenant interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date the landlord receives the deposit or from September 13, 1977, whichever is later. If a landlord mingles security deposits in a single account under RSA 540-A:6, II(b), the landlord shall pay the actual interest earned on such account proportionately to each tenant. (b) Upon request, a landlord shall provide to the tenant the name of any bank, savings and loan association, or credit union where his security deposit is on deposit, the account number, the amount on deposit, and the interest rate on the deposit and shall allow the tenant to examine his security deposit records. (c) Notwithstanding RSA 540-A:7, I, a tenant may request the interest accrued on a security deposit every 3 years, 30 days before the

expiration of that year's tenancy. The landlord shall comply with the request within 15 days of the expiration of that year's tenancy.

RSA 540-A:6

Amended by 2014 , 56: 1, eff. 7/26/2014.

1985, 100:6. 1988, 167:1. 1992, 184:4. 2006, 296 : 1 , eff. July 1, 2006. 2014, 56 : 1 , eff. July 26, 2014.

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: 30 days

Legal Statute:

I. Except as provided in RSA 540-A:6, IV(c), a landlord shall return a security deposit to a tenant and pay the interest due, if any, within 30 days from the termination of the tenancy. If there are any damages to the premises, excluding reasonable wear and tear, the landlord may deduct the costs of repair from the security deposit. The landlord shall provide the tenant with a written, itemized list of any damages for which the landlord claims the tenant is liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that repair necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased

repair materials and labor estimates, bills or invoices indicating the actual or estimated cost thereof.

II. If the tenant is required under the lease agreement to pay all or part of any increase in real estate taxes levied against the property and becoming due and payable during the term of the lease, or if there is unpaid rent due, or if there are other lawful charges due under the lease which remain unpaid, the landlord may deduct such share of real estate taxes or unpaid rent or unpaid charges from the amount of the security deposit. The landlord shall provide the tenant with a written, itemized list of any claim for unpaid rent or share of real estate taxes or unpaid charges for which the landlord claims the tenant is liable, which shall indicate with particularity the period for which the claim is being made.

RSA 540-A:7

1985, 100:6. 1988, 167:2. 2006, 296:2, eff. July 1, 2006.

Permitted Uses of the Deposit:

What This Means: Damages beyond regular wear and tear

Legal Statute:

I. Except as provided in RSA 540-A:6, IV(c), a landlord shall return a security deposit to a tenant and pay the interest due, if any, within 30 days from the termination of the tenancy. If there are any damages to the premises, excluding reasonable wear and tear, the landlord may deduct the costs of repair from the security deposit. The landlord shall provide the tenant with a written, itemized list of any damages for which the landlord claims the tenant is liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that repair necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased repair materials and labor estimates, bills or invoices indicating the actual or estimated cost thereof.

II. If the tenant is required under the lease agreement to pay all or part of any increase in real estate taxes levied against the property and becoming due and payable during the term of the lease, or if there is unpaid rent due, or if there are other lawful charges due under the lease which remain unpaid, the landlord may deduct such share of real estate taxes or unpaid rent or unpaid charges from the amount of the security deposit. The landlord shall provide the tenant with a written, itemized list of any claim for unpaid rent or share of real estate taxes or unpaid charges for which the landlord claims the tenant is liable, which shall indicate with particularity the period for which the claim is being made.

RSA 540-A:7

1985, 100:6. 1988, 167:2. 2006, 296:2, eff. July 1, 2006.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

No content available

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

I. Except as provided in RSA 540-A:6, IV(c), a landlord shall return a security deposit to a tenant and pay the interest due, if any, within 30 days from the termination of the tenancy. If there are any damages to the premises, excluding reasonable wear and tear, the landlord may deduct the costs of repair from the security deposit. The landlord shall provide the tenant with a written, itemized list of any damages for which the landlord claims the tenant is liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that repair necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased repair materials and labor estimates, bills or invoices indicating the actual or estimated cost thereof.

II. If the tenant is required under the lease agreement to pay all or part of any increase in real estate taxes levied against the property and becoming due and payable during the term of the lease, or if there is unpaid rent due, or if there are other lawful charges due under the lease which remain unpaid, the landlord may deduct such share of real estate taxes or unpaid rent or unpaid charges from the amount of the security deposit. The landlord shall provide the tenant with a written, itemized list of any claim for unpaid rent or share of real estate taxes or unpaid charges for which the landlord claims the tenant is liable, which shall indicate with particularity the period for which the claim is being made.

RSA 540-A:7

1985, 100:6. 1988, 167:2. 2006, 296:2, eff. July 1, 2006.

Receipt of Security Deposit:



<https://www.RocketRent.com>

What This Means: Landlord must give receipt with security deposit amount and the place where it's being held. If the payment is with a check then no receipt is required.

Legal Statute:

I. (a) A landlord shall not demand or receive any security deposit in an amount or value in excess of one month's rent or \$100, whichever is greater. Nothing in this section shall prohibit a landlord from entering into a written lease that requires the quarterly or less frequent payment of rent; provided, however, that the security deposit received in addition to the initial rent payment may not exceed the equivalent of one month's rent. (b) Except as provided in subparagraph (c), upon receiving a deposit from a tenant, a landlord shall forthwith deliver to the tenant a signed receipt stating the amount of the deposit and specifying the place where the deposit or bond for the deposit pursuant to RSA 540-A:6, II(c) will be held, and shall notify the tenant that any conditions in the rental unit in need of repair or correction should be noted on the receipt or given to the landlord in writing within 5 days of occupancy. (c) No receipt shall be required when the tenant furnishes a security deposit in the form of a personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of the tenant. Regardless of whether or not a receipt is required, the landlord shall provide written notice to the tenant that a written list of conditions in the rental unit in need of repair or correction, if any, should be given to the landlord within 5 days of occupancy.

II. (a) Security deposits held by a landlord continue to be the money of the tenant and shall be held in trust by the person with whom such deposit is made and shall not be mingled with the personal moneys or become an asset of the landlord until the provisions of RSA 540-A:7 are complied with, but may be disposed of as provided in RSA 540-A:6, III. (b) A landlord may mingle all security deposits held by him in a single account held in trust for the tenant at any bank, savings and loan association or credit union organized under the laws of this state in satisfaction of the requirements of RSA 540-A:6, II(a). (c) A bond written by a company located in New Hampshire and posted with the clerk of the city or town in which the residential premises are located in an amount equivalent to the total value of a security deposit held by the landlord on property in that city or town shall exempt the landlord from the provisions of RSA 540-A:6, II(a) and (b).

III. (a) Any landlord who holds a security deposit shall turn the security deposit over at the time of delivery of the deed or instrument of assignment, or within 5 days thereafter, or within 5 days after a receiver has been qualified, to one of the following: (1) his grantee upon conveying the premises in which the rental unit is located; (2) his assignee upon assigning his lease to the rental unit; (3) the receiver in a foreclosure action or other lien of record affecting the property in which the rental unit is located, upon the judicial appointment and qualification of the receiver; or (4) the purchaser at a foreclosure sale or other lien of record, if a receiver has not been qualified, upon the conveyance to another person by the referee of the property in which the rental unit is located. (b) The landlord shall notify the tenant by registered or certified mail of such turning over, including the name and address of the grantee, assignee, purchaser, or receiver who then holds the security deposit. (c) Any landlord who turns over to his grantee, his assignee, a purchaser at a foreclosure sale, or the receiver in a foreclosure action the amount of

such security deposit with interest due, if any, is thereby relieved of liability to the tenant for repayment of the deposit. The transferee of the security deposit is then responsible for the return of the security deposit to the tenant or licensee, unless, before the expiration of the term of the tenant's lease or licensee's agreement, he transfers the security deposit to another, pursuant to RSA 540-A:6, III(a) and gives the requisite notice pursuant to RSA 540-A:6, III(b). A receiver shall hold the security subject to its disposition as provided in an order of the court to be made and entered in the foreclosure action. (d)RSA 540-A:6, III(c) shall not apply if there is an inconsistent agreement between the landlord and tenant or licensee.

IV. (a) A landlord who holds a security deposit for a period of one year or longer shall pay to the tenant interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date the landlord receives the deposit or from September 13, 1977, whichever is later. If a landlord mingles security deposits in a single account under RSA 540-A:6, II(b), the landlord shall pay the actual interest earned on such account proportionately to each tenant. (b) Upon request, a landlord shall provide to the tenant the name of any bank, savings and loan association, or credit union where his security deposit is on deposit, the account number, the amount on deposit, and the interest rate on the deposit and shall allow the tenant to examine his security deposit records. (c) Notwithstanding RSA 540-A:7, I, a tenant may request the interest accrued on a security deposit every 3 years, 30 days before the expiration of that year's tenancy. The landlord shall comply with the request within 15 days of the expiration of that year's tenancy.

RSA 540-A:6

Amended by 2014 , 56: 1, eff. 7/26/2014.

1985, 100:6. 1988, 167:1. 1992, 184:4. 2006, 296 : 1 , eff. July 1, 2006. 2014, 56 : 1 , eff. July 26, 2014.

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: Landlord may be liable for 2x the security deposit amount plus any interest owed.

Legal Statute:

I. (a) Any landlord who does not comply with RSA 540-A:6, I, II or III shall be deemed to have violated RSA 358-A:2. (b) Any landlord who does not comply with RSA 540-A:6, IV or RSA 540-A:7 shall be liable to the tenant in damages in an amount equal to twice the sum of the amount of the security deposit plus any interest due under this subdivision, less any payments made and any charges owing for damages, unpaid rent, or share of real estate taxes as specified in RSA 540-A:7.

II. Notwithstanding RSA 540-A:6, 540-A:7, and 540-A:8, I, a landlord shall not be liable nor forfeit any rights if his failure to comply with said sections and paragraph is due to the failure of the tenant to notify the landlord of his new address upon termination of the tenancy. Any deposits plus interest due on the deposit that remain unclaimed after 6 months from the termination of the tenancy shall become the property of the landlord, free and clear of any claim of the tenant, absent fraud.

III. Any provision in any lease or rental agreement by which the tenant is purported to waive any of his rights under this subdivision, except as provided in RSA 540-A:6, III(d), shall be void.

RSA 540-A:8

1985, 100:6, eff. July 9, 1985.

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 month or term if less than a month unless otherwise stated in the rental agreement.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: 30-day notice

Legal Statute:

I. The lessor or owner of nonrestricted property may terminate any tenancy by giving to the tenant or occupant a notice in writing to quit the premises in accordance with RSA 540:3 and 5.

II. The lessor or owner of restricted property may terminate any tenancy by giving to the tenant or occupant a notice in writing to quit the premises in accordance with RSA 540:3 and 5, but only for one of the following reasons: (a) Neglect or refusal to pay rent due and in arrears, upon demand. (b) Substantial damage to the premises by the tenant, members of his household, or guests. (c) Failure of the tenant to comply with a material term of the lease. (d) Behavior of the tenant or members of his family which adversely affects the health or safety of the other tenants or the landlord or his representatives, or failure of the tenant to accept suitable temporary relocation due to lead-based paint hazard abatement, as set forth in RSA 130-A:8-a, I. (e) Other good cause. (f) The dwelling unit contains a lead exposure-hazard which the owner will abate by: (1) Methods other than interim controls or encapsulation; (2) Any other method which can reasonably be expected to take more than 30 days to perform; or (3) Removing the dwelling unit from the residential rental market. (g) Willful failure by the tenant to prepare the unit for

remediation of an infestation of insects or rodents, including bed bugs, after receipt of reasonable written notice of the required preparations and reasonable time to complete them.

(h) If a remaining cotenant or occupant is the accused perpetrator of domestic violence, sexual assault, or stalking, resulting in the termination of a lease pursuant to RSA 540:11-b.

III. If the grounds for eviction is other good cause as set forth in paragraph II(e) of this section, and such cause is based on the actions or inactions of the tenant, members of his family, or guests, the landlord shall, prior to the issuance of the eviction notice, provide the tenant with written notice stating that in the future such actions or inactions would constitute grounds for eviction. Such notice shall be served in accordance with RSA 540:5 or by certified mail.

IV. A tenant's refusal to agree to a change in the existing rental agreement calling for an increase in the amount of rent shall constitute good cause for eviction under paragraph II(e) of this section, provided that the landlord provided the tenant with written notice of the amount and effective date of the rent increase at least 30 days prior to the effective date of the increase.

V. "Other good cause" as set forth in paragraph II(e) of this section includes, but is not limited to, any legitimate business or economic reason and need not be based on the action or inaction of the tenant, members of his family, or guests.

VI. No tenancy shall be terminated for nonpayment of rent if: (a) The tenant was forced to take over the landlord's utility payments in order to prevent utility services, which the landlord agreed to provide, from being terminated; (b) The amount of rent which the tenant is in arrears does not exceed the amount paid by the tenant to maintain utility service to the tenant's premises; and (c) The tenant has receipts from the utility company or other proof of payment of the amount paid to maintain utility service.

VII. (a) No lessor or owner of restricted property shall terminate a tenancy solely based on a tenant or a household member of a tenant having been a victim of domestic violence as defined in RSA 173-B, sexual assault as defined in RSA 632-A, or stalking as defined in RSA 633:3-a, provided that: (1) The tenant or household member of a tenant who is the victim provides the lessor or owner with written verification that the tenant or household member of a tenant has obtained a valid protective order against the perpetrator of the domestic violence, sexual assault, or stalking; or (2) The tenant or household member of a tenant who is the victim: (A) Initiates legal action to obtain a protective order and provides written verification thereof to the lessor or owner; or (B) Reports the domestic violence, sexual assault, or stalking to a law enforcement agency and provides written verification thereof to the lessor or owner; or (C) Provides written verification from a law enforcement official, victim's advocate, attorney, or health care provider that he or she is a victim of domestic violence, sexual assault, or stalking; or (D) Provides a signed self-certification form provided by the circuit court. The circuit court shall develop and provide forms for self-certification modeled after those developed by the New Hampshire housing finance authority in accordance with the Violence Against Women Act, 24 CFR section 5.2007(b)(1)(i). The self-certification form developed by the circuit court shall include the same information as is required by 24 CFR section 5.2005(a)(1)(ii); and (i) Language swearing that the facts provided by the tenant in the self-certification form are true

and accurate to the best of their knowledge and recollection; and (ii) Language informing the tenant that false statements may be subject to criminal penalties, including potentially perjury. (b) A tenant who has obtained a protective order from a court of competent jurisdiction granting him or her possession of a dwelling to the exclusion of one or more other tenants or household members may request that a lock be replaced or configured for a new key at the tenant's expense. The lessor or owner shall, if provided a copy of the protective order, comply with the request and shall not give copies of the new keys to the tenant or household member restrained or excluded by the protective order. (c) A lessor or owner who replaces a lock or configures a lock for a new key in accordance with subparagraph (b) shall not be liable for any damages that result directly from the lock replacement or reconfiguration. (d) If, after a hearing in the possessory action, the court finds that there are grounds under this section to evict the tenant or household member accused of the domestic violence, sexual assault, or stalking, it may issue a judgment in favor of the lessor or owner of the property against the person accused, and allow the tenancy of the remainder of the residents to continue undisturbed. The lessor or owner of the rental unit at issue in the possessory action shall have the right to bar the person accused of the domestic violence, sexual assault, or stalking from the unit and from the lessor's or owner's property once judgment in the possessory action becomes final against such person. Thereafter, and notwithstanding RSA 635:2, the person's entry upon the lessor's or owner's property after being notified in writing that he or she has been barred from the property shall constitute a trespass. (e) The written verification provided to the lessor or owner, including the fact that an individual is a victim of domestic violence, sexual assault, or stalking, shall be maintained in strict confidence. The lessor or owner shall not disclose this information to any other entity or individual, except to the extent that disclosure is: (1) Requested or consented to in writing by the tenant or household member of the tenant who is the victim of domestic violence, sexual assault, or stalking; (2) Relevant and reasonably necessary for use in an eviction proceeding or hearing regarding termination of housing assistance; or (3) Otherwise required by applicable law. (f) Nothing in this section shall preclude eviction for nonpayment of rent. A landlord may evict on any grounds set forth in RSA 540:2, II which are unrelated to domestic violence, sexual assault, or stalking. (g) The defense set forth in subparagraph VII(a) shall be an affirmative defense to possessory actions brought pursuant to subparagraph II(b), (c), (d), or (e) of this section.

RSA 540:2

Amended by 2024, 9:3, eff. 1/1/2025.

Amended by 2024, 9:1, eff. 1/1/2025.

Amended by 2013 , 48: 7, eff. 1/1/2014.

RS 209:1. CS 222:1. GS 231:1. GL 250:1. PS 246:2. PL 357 :2. RL 413:2. RSA 540:2. 1985, 249:2. 1993, 325:5, 6. 1996, 139:2. 2006, 192 : 1 , eff. Jan. 1, 2007.

Late Fees:

What This Means: No statute. However, it's common practice to state any late fees in the lease agreement.

Legal Statute:

No content available

Application Fees:

What This Means: Landlord must disclose the amount of fee for application costs such as credit and criminal background checks. If the prospective tenant is not accepted, the fee shall be returned within 30 days.

Legal Statute:

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: Issuer must pay amount of check plus any fees associated within 14 days of receiving notice that the check was denied.

Legal Statute:

I. A person is guilty of issuing a bad check if he issues or passes a check for the payment of money and payment is refused by the drawee, except in cases where a legal stop payment order has been issued or where the drawee refuses payment for any other reason through no fault of the person who issued or passed the check. I-a. A person who issues or passes a bad check is subject to prosecution in the jurisdiction in which he issued or passed the check.

II. For the purposes of this section, as well as in any prosecution for theft committed by means of a bad check, a person who issues a check for which payment is refused by the drawee is presumed to know that such check would not be paid if he had no account with the drawee at the time of issue.

III. It is an affirmative defense that the actor paid the amount of the check, together with all costs and protest fees, to the person to whom it was due, within 14 days after having received notice that payment was refused. The actor's failure to make such payment within 14 days after receiving notice that payment was refused shall be prima facie evidence of a violation of paragraph I of this section.

IV. (a) Issuing a bad check is: (1) A class A felony if: (A) The face amount of the check exceeds \$1,500; or (B) The defendant has 2 or more prior convictions under this section, the present and prior convictions were based on offenses committed within a 12-month period, and the aggregate face amount of the checks underlying the present and prior convictions exceeds \$1,500; (2) A class B felony if: (A) The face amount of the check exceeds \$1,000 but is not more than \$1,500; or (B) The defendant has 2 or more prior convictions under this section, the present and prior convictions were based on offenses committed within a 12-month period, and the aggregate face amount of the checks underlying the present and prior convictions exceeds \$1,000 but does not exceed \$1,500; (3) A class A misdemeanor if the face amount of the check does not exceed \$1,000 and the actor has been convicted of an offense under this section within the previous 12 months; and (4) A class B misdemeanor in all other cases. (b) In any prosecution under subparagraph IV(a), the prosecutor shall prove that the person issued or passed the check knowing or believing that the check would not be paid by the drawee. (c) Face amounts involved in the issuance of bad checks committed pursuant to one scheme or course of conduct may be aggregated in determining the grade of the offense.

V. In addition to any other sentence which it imposes, the court shall, if restitution is authorized under RSA 651:63, order any person convicted of a violation of this section to make restitution to the person to whom the check was due. Such restitution shall include the amount of the check and may include all reasonable costs and protest fees.

VI. (a) Notwithstanding any other provision of law to the contrary, in any judicial proceeding under this section, a notarized or sworn statement by the bank official who is the keeper of records of the bank upon which the check was drawn shall be admissible as evidence at trial to prove the status or account balance of the person's account on the date the check was issued or passed. The admission of this statement shall eliminate the need for the keeper of records to personally appear and testify before the court. (b) Nothing in this paragraph shall prevent the

person who issued the check for which payment was refused from securing the appearance of the keeper of the records before the court by subpoena or other legal process.

RSA 638:4

1971, 518:1. 1979, 265:1. 1983, 378:1, 2. 1985, 163:1. 1989, 269:1-4. 1990, 153:1. 1993, 215:1, 2. 2010, 239:4, eff. July 1, 2010.

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

What This Means: No statute regarding withholding rent. However, tenant can provide notice of breach and the landlord has 14 days to remedy.

Legal Statute:

I. No action for possession based on nonpayment of rent shall be maintained in regard to any premises leased or rented for residential purposes, other than for vacation or recreation, if such premises are in substantial violation of the standards of fitness for health and safety set forth in RSA 48-A or in local codes, ordinances or bylaws established pursuant thereto, and such violation materially affects the habitability of said premises, provided that: (a) The tenant proves by clear and convincing evidence that, while not in arrears in rent, he provided notice of the violation to the person to whom he customarily pays rent; and (b) The landlord failed to correct the violations within 14 days of the receipt of such written notice or, in an emergency, as promptly as conditions require; and (c) The violations were not caused by the tenant, a member of the tenant's family or other person on the premises with the tenant's consent; and (d) Necessary repairs have not been prevented due to extreme weather conditions or due to the failure of the tenant to allow the landlord reasonable access to the premises.

II. If a defendant raises a defense provided in paragraph I of this section, the court may order the action continued for a reasonable time not to exceed one month to enable the plaintiff to remedy the violation. At the time such continuance is ordered, the court shall require the person claiming a defense under this section to pay into court any rent withheld or becoming due thereafter as it becomes due. Upon a finding by the court that the violation has been remedied within the continuance period, the court shall dismiss the possessory action and either award the withheld rent money to the plaintiff or apportion the rent paid into court by paying to the plaintiff the fair rental value of the premises while in the substantially defective condition and by awarding the remainder of said funds to the defendant as damages for plaintiff's breach of his warranty of habitability. If the violation has not been remedied within such period, the court shall enter judgment for the defendant and refund to the defendant all money deposited.

RSA 540:13-d

1979, 305:5. 1985, 249:6, 7, eff. Aug. 6, 1985.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

[Full detailed statute text continues through paragraphs II-b, II-c, III, IV, IV-a, V, V-a, V-b, V-c, V-d, VI, VII, VIII, and IX]

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Plaintiffs can recover actual damages or \$1000, whichever is greater plus any court costs and attorney fees.

Legal Statute:

Any person injured by another's use of any method, act or practice declared unlawful under this chapter may bring an action for damages and for such equitable relief, including an injunction, as the court deems necessary and proper. If the court finds for the plaintiff, recovery shall be in the amount of actual damages or \$1,000, whichever is greater. If the court finds that the use of the method of competition or the act or practice was a willful or knowing violation of this chapter, it shall award as much as 3 times, but not less than 2 times, such amount. In addition, a prevailing plaintiff shall be awarded the costs of the suit and reasonable attorney's fees, as determined by the court. Any attempted waiver of the right to the damages set forth in this paragraph shall be void and unenforceable. Injunctive relief shall be available to private individuals under this chapter without bond, subject to the discretion of the court.

Upon commencement of any action brought under this section, the clerk of the court shall mail a copy of the complaint or other initial pleadings to the attorney general and, upon entry of any judgment or decree in the action, shall mail a copy of such judgment or decree to the attorney general.

RSA 358-A:10

1970, 19:1. 1975, 417:9. 1981, 243:1. 1994, 226:3, eff. July 26, 1994.

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

What This Means: No statute

Legal Statute:

No content available

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: No specific statute for fixed tenancies because they simply finishd on the end date.

Legal Statute:

No content available

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

What This Means: 30-day notice. If the termination is due to tenant's noncompliance then 7-day notice suffices.

Legal Statute:

I. If a nonresidential tenant neglects or refuses to pay rent due and in arrears, upon demand, 7 days' notice shall be sufficient; if the rent is payable more frequently than once in 3 months, whether such rent is due or not, a notice equal to the rent period shall be sufficient, and 3 months' notice shall be sufficient in all cases.

II. For all residential tenancies, 30 days' notice shall be sufficient in all cases; provided, however, that 7 days' notice shall be sufficient if the reason for the termination is as set forth in RSA 540:2, II(a), (b), (d), or (h).

III. The eviction notice shall state with specificity the reason for the eviction.

IV. If the eviction notice is based on nonpayment of rent, the notice shall inform the tenant of his or her right, if any, to avoid the eviction by payment of the arrearages and liquidated damages in accordance with RSA 540:9.

V. For the purpose of interpreting or enforcing any lease or rental agreement for residential tenants in effect on July 1, 2006, a notice to quit shall be deemed an eviction notice under this section.

RSA 540:3

Amended by 2024, 9:4, eff. 1/1/2025.

RS 209:2. CS 222:2. GS 231:2. GL 250:2. PS 246:3. PL 357 :3. 1939, 63:1. RL 413:3. RSA 540:3. 1979, 305:2. 1985, 249:3. 1988, 100:1. 2006, 192 : 3 , eff. Jan. 1, 2007.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

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

What This Means: 30-day notice. If the termination is due to tenant's noncompliance then 7-day notice suffices.

Legal Statute:

I. If a nonresidential tenant neglects or refuses to pay rent due and in arrears, upon demand, 7 days' notice shall be sufficient; if the rent is payable more frequently than once in 3 months, whether such rent is due or not, a notice equal to the rent period shall be sufficient, and 3 months' notice shall be sufficient in all cases.

II. For all residential tenancies, 30 days' notice shall be sufficient in all cases; provided, however, that 7 days' notice shall be sufficient if the reason for the termination is as set forth in RSA 540:2, II(a), (b), (d), or (h).

III. The eviction notice shall state with specificity the reason for the eviction.

IV. If the eviction notice is based on nonpayment of rent, the notice shall inform the tenant of his or her right, if any, to avoid the eviction by payment of the arrearages and liquidated damages in accordance with RSA 540:9.

V. For the purpose of interpreting or enforcing any lease or rental agreement for residential tenants in effect on July 1, 2006, a notice to quit shall be deemed an eviction notice under this section.

RSA 540:3

Amended by 2024, 9:4, eff. 1/1/2025.

RS 209:2. CS 222:2. GS 231:2. GL 250:2. PS 246:3. PL 357 :3. 1939, 63:1. RL 413:3. RSA 540:3. 1979, 305:2. 1985, 249:3. 1988, 100:1. 2006, 192 : 3 , eff. Jan. 1, 2007.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute due to sale of property. 30-day notice is the standard.

Legal Statute:

I. If a nonresidential tenant neglects or refuses to pay rent due and in arrears, upon demand, 7 days' notice shall be sufficient; if the rent is payable more frequently than once in 3 months, whether such rent is due or not, a notice equal to the rent period shall be sufficient, and 3 months' notice shall be sufficient in all cases.

II. For all residential tenancies, 30 days' notice shall be sufficient in all cases; provided, however, that 7 days' notice shall be sufficient if the reason for the termination is as set forth in RSA 540:2, II(a), (b), (d), or (h).

III. The eviction notice shall state with specificity the reason for the eviction.

IV. If the eviction notice is based on nonpayment of rent, the notice shall inform the tenant of his or her right, if any, to avoid the eviction by payment of the arrearages and liquidated damages in accordance with RSA 540:9.

V. For the purpose of interpreting or enforcing any lease or rental agreement for residential tenants in effect on July 1, 2006, a notice to quit shall be deemed an eviction notice under this section.

RSA 540:3

Amended by 2024, 9:4, eff. 1/1/2025.

RS 209:2. CS 222:2. GS 231:2. GL 250:2. PS 246:3. PL 357 :3. 1939, 63:1. RL 413:3. RSA 540:3. 1979, 305:2. 1985, 249:3. 1988, 100:1. 2006, 192 : 3 , eff. Jan. 1, 2007.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

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: 7-day notice

Legal Statute:

I. If a nonresidential tenant neglects or refuses to pay rent due and in arrears, upon demand, 7 days' notice shall be sufficient; if the rent is payable more frequently than once in 3 months, whether such rent is due or not, a notice equal to the rent period shall be sufficient, and 3 months' notice shall be sufficient in all cases.

II. For all residential tenancies, 30 days' notice shall be sufficient in all cases; provided, however, that 7 days' notice shall be sufficient if the reason for the termination is as set forth in RSA 540:2, II(a), (b), (d), or (h).

III. The eviction notice shall state with specificity the reason for the eviction.

IV. If the eviction notice is based on nonpayment of rent, the notice shall inform the tenant of his or her right, if any, to avoid the eviction by payment of the arrearages and liquidated damages in accordance with RSA 540:9.

V. For the purpose of interpreting or enforcing any lease or rental agreement for residential tenants in effect on July 1, 2006, a notice to quit shall be deemed an eviction notice under this section.

RSA 540:3

Amended by 2024, 9:4, eff. 1/1/2025.

RS 209:2. CS 222:2. GS 231:2. GL 250:2. PS 246:3. PL 357 :3. 1939, 63:1. RL 413:3. RSA 540:3. 1979, 305:2. 1985, 249:3. 1988, 100:1. 2006, 192 : 3 , eff. Jan. 1, 2007.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Notice for Lease Violation:

What This Means: 30-day notice

Legal Statute:

I. If a nonresidential tenant neglects or refuses to pay rent due and in arrears, upon demand, 7 days' notice shall be sufficient; if the rent is payable more frequently than once in 3 months, whether such rent is due or not, a notice equal to the rent period shall be sufficient, and 3 months' notice shall be sufficient in all cases.

II. For all residential tenancies, 30 days' notice shall be sufficient in all cases; provided, however, that 7 days' notice shall be sufficient if the reason for the termination is as set forth in RSA 540:2, II(a), (b), (d), or (h).

III. The eviction notice shall state with specificity the reason for the eviction.

IV. If the eviction notice is based on nonpayment of rent, the notice shall inform the tenant of his or her right, if any, to avoid the eviction by payment of the arrearages and liquidated damages in accordance with RSA 540:9.

V. For the purpose of interpreting or enforcing any lease or rental agreement for residential tenants in effect on July 1, 2006, a notice to quit shall be deemed an eviction notice under this section.

RSA 540:3

Amended by 2024, 9:4, eff. 1/1/2025.

RS 209:2. CS 222:2. GS 231:2. GL 250:2. PS 246:3. PL 357 :3. 1939, 63:1. RL 413:3. RSA 540:3. 1979, 305:2. 1985, 249:3. 1988, 100:1. 2006, 192 : 3 , eff. Jan. 1, 2007.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Required Notice before Entry:

What This Means: Yes

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: (a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall

make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required. (b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by: (1) Placing a written notice on the item; and (2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex. (c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the property: (1) First notice, at least 7 days prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and (2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possess the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

II-c. A landlord who removes a tenant's property pursuant to paragraphs II-a and II-b shall not initiate any possessory action based on the tenant's failure to remove the item; provided that if such failure caused substantial damage to the property of the landlord or another tenant, or injury to another person, the landlord may initiate eviction pursuant to RSA 540:2, II(b) or (d).

III. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's property, other than by proper judicial process.

IV. No landlord shall willfully enter into the premises of the tenant without prior consent, other than to make emergency repairs.

IV-a. Entry to make emergency repairs as authorized by RSA 540-A:3, IV includes, but is not limited to, entry by the landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation.

V. No tenant shall willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

V-a. No landlord shall willfully fail to investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the tenant's rented or leased premises, within 7 days of receiving notice of such alleged infestation from the tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.

V-b. No tenant shall willfully refuse the landlord access to the premises to: (a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and (b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter the premises to evaluate whether bed bugs are present.

V-c. No tenant shall willfully refuse to comply with reasonable written instructions from a landlord or pest control operator to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of the tenant household such that the tenant household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant: (a) To make emergency repairs pursuant to paragraphs IV and IV-a; or (b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

VI. No tenant shall willfully damage the property of the landlord.

VII. Other than residential real estate under RSA 540-A:4, VII(c) or RSA 540-B, a landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant.

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

IX. No person or legal entity, that is not a tenant, subtenant, or implied tenant, as defined in RSA 540-A:1, II, shall occupy residential real estate without permission of the owner, landlord, or their agent.

RSA 540-A:3

Amended by 2024, 370:4, eff. 1/1/2025.

Amended by 2024, 46:1, eff. 1/1/2025.

Amended by 2015 , 225: 1, eff. 1/1/2016

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: (a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required. (b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by: (1) Placing a written notice on the item; and (2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex. (c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the property: (1) First notice, at least 7 days prior to removal of the item, by: (A) Placing a written

notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and (2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

II-c. A landlord who removes a tenant's property pursuant to paragraphs II-a and II-b shall not initiate any possessory action based on the tenant's failure to remove the item; provided that if such failure caused substantial damage to the property of the landlord or another tenant, or injury to another person, the landlord may initiate eviction pursuant to RSA 540:2, II(b) or (d).

III. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's property, other than by proper judicial process.

IV. No landlord shall willfully enter into the premises of the tenant without prior consent, other than to make emergency repairs.

IV-a. Entry to make emergency repairs as authorized by RSA 540-A:3, IV includes, but is not limited to, entry by the landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation.

V. No tenant shall willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

V-a. No landlord shall willfully fail to investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the tenant's rented or leased premises, within 7 days of receiving notice of such alleged infestation from the tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.

V-b. No tenant shall willfully refuse the landlord access to the premises to: (a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and (b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter the premises to evaluate whether bed bugs are present.

V-c. No tenant shall willfully refuse to comply with reasonable written instructions from a landlord or pest control operator to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of the tenant household such that the tenant household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant: (a) To make emergency repairs pursuant to paragraphs IV and IV-a; or (b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

VI. No tenant shall willfully damage the property of the landlord.

VII. Other than residential real estate under RSA 540-A:4, VII(c) or RSA 540-B, a landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant.

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

IX. No person or legal entity, that is not a tenant, subtenant, or implied tenant, as defined in RSA 540-A:1, II, shall occupy residential real estate without permission of the owner, landlord, or their agent.

RSA 540-A:3

Amended by 2024, 370:4, eff. 1/1/2025.

Amended by 2024, 46:1, eff. 1/1/2025.

Amended by 2015 , 225: 1, eff.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: (a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required. (b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by: (1) Placing a written notice on the item; and (2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex. (c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the property: (1) First notice, at least 7 days prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and (2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possess the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

II-c. A landlord who removes a tenant's property pursuant to paragraphs II-a and II-b shall not initiate any possessory action based on the tenant's failure to remove the item; provided that if such failure caused substantial damage to the property of the landlord or another tenant, or injury to another person, the landlord may initiate eviction pursuant to RSA 540:2, II(b) or (d).

III. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's property, other than by proper judicial process.

IV. No landlord shall willfully enter into the premises of the tenant without prior consent, other than to make emergency repairs.

IV-a. Entry to make emergency repairs as authorized by RSA 540-A:3, IV includes, but is not limited to, entry by the landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation.

V. No tenant shall willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

V-a. No landlord shall willfully fail to investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the tenant's rented or leased premises, within 7 days of receiving notice of such alleged infestation from the tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.

V-b. No tenant shall willfully refuse the landlord access to the premises to: (a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and (b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter the premises to evaluate whether bed bugs are present.

V-c. No tenant shall willfully refuse to comply with reasonable written instructions from a landlord or pest control operator to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of the tenant household such that the tenant household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant: (a) To make emergency repairs pursuant to paragraphs IV and IV-a; or (b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

VI. No tenant shall willfully damage the property of the landlord.

VII. Other than residential real estate under RSA 540-A:4, VII(c) or RSA 540-B, a landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant.

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

IX. No person or legal entity, that is not a tenant, subtenant, or implied tenant, as defined in RSA 540-A:1, II, shall occupy residential real estate without permission of the owner, landlord, or their agent.

RSA 540-A:3

Amended by 2024, 370:4, eff. 1/1/2025.

Amended by 2024, 46:1, eff. 1/1/2025.

Amended by 2015 , 225: 1, eff. 1/1/

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light,

electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: (a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required. (b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by: (1) Placing a written notice on the item; and (2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex. (c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the property: (1) First notice, at least 7 days prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and (2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possess the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

II-c. A landlord who removes a tenant's property pursuant to paragraphs II-a and II-b shall not initiate any possessory action based on the tenant's failure to remove the item; provided that if such failure caused substantial damage to the property of the landlord or another tenant, or injury to another person, the landlord may initiate eviction pursuant to RSA 540:2, II(b) or (d).

III. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's property, other than by proper judicial process.

IV. No landlord shall willfully enter into the premises of the tenant without prior consent, other than to make emergency repairs.

IV-a. Entry to make emergency repairs as authorized by RSA 540-A:3, IV includes, but is not limited to, entry by the landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation.

V. No tenant shall willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

V-a. No landlord shall willfully fail to investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the tenant's rented or leased premises, within 7 days of receiving notice of such alleged infestation from the tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.

V-b. No tenant shall willfully refuse the landlord access to the premises to: (a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and (b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter the premises to evaluate whether bed bugs are present.

V-c. No tenant shall willfully refuse to comply with reasonable written instructions from a landlord or pest control operator to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of the tenant household such that the tenant household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant: (a) To make emergency repairs pursuant to paragraphs IV and IV-a; or (b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

VI. No tenant shall willfully damage the property of the landlord.

VII. Other than residential real estate under RSA 540-A:4, VII(c) or RSA 540-B, a landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover

personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant.

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

IX. No person or legal entity, that is not a tenant, subtenant, or implied tenant, as defined in RSA 540-A:1, II, shall occupy residential real estate without permission of the owner, landlord, or their agent.

RSA 540-A:3

Amended by 2024, 370:4, eff. 1/1/2025.

Amended by 2024, 46:1, eff. 1/1/2025.

Amended by 2015 , 225: 1,

Notice to Tenants for Pesticide Use:

What This Means: 48-hour notice

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or

creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

[Full text continues... all sections, including II-b, II-c, III, IV, IV-a, V, V-a, V-b, V-c, V-d, VI, VII, VIII, and IX remain the same as in the original document]

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: (a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required. (b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by: (1) Placing a written notice on the item; and (2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex. (c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the

property: (1) First notice, at least 7 days prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and (2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by: (A) Placing a written notice on the item; and (B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or (C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

II-c. A landlord who removes a tenant's property pursuant to paragraphs II-a and II-b shall not initiate any possessory action based on the tenant's failure to remove the item; provided that if such failure caused substantial damage to the property of the landlord or another tenant, or injury to another person, the landlord may initiate eviction pursuant to RSA 540:2, II(b) or (d).

III. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's property, other than by proper judicial process.

IV. No landlord shall willfully enter into the premises of the tenant without prior consent, other than to make emergency repairs.

IV-a. Entry to make emergency repairs as authorized by RSA 540-A:3, IV includes, but is not limited to, entry by the landlord to evaluate, formulate a plan for remediation of, or engage in emergency remediation of an infestation of rodents or insects, including bed bugs, provided such infestation-related emergency entry took place within 72 hours of the time that the landlord first received notice of the infestation.

V. No tenant shall willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

V-a. No landlord shall willfully fail to investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the tenant's rented or leased premises, within 7 days of receiving notice of such alleged infestation from the tenant or a municipal health or housing code authority, or fail to take reasonable measures to remediate an infestation.

V-b. No tenant shall willfully refuse the landlord access to the premises to: (a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and (b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter the premises to evaluate whether bed bugs are present.

V-c. No tenant shall willfully refuse to comply with reasonable written instructions from a landlord or pest control operator to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs, provided that such instructions are given to an adult member of the tenant household such that the tenant household has a reasonable opportunity to comply, and in all cases at least 72 hours prior to remediation.

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant: (a) To make emergency repairs pursuant to paragraphs IV and IV-a; or (b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

VI. No tenant shall willfully damage the property of the landlord.

VII. Other than residential real estate under RSA 540-A:4, VII(c) or RSA 540-B, a landlord shall maintain and exercise reasonable care in the storage of the personal property of a tenant who has vacated the premises, either voluntarily or by eviction, for a period of 7 days after the date upon which such tenant has vacated. During this period, the tenant shall be allowed to recover personal property without payment of rent or storage fees. After the 7-day limit has expired, such personal property may be disposed of by the landlord without notice to the tenant.

VIII. Prior to collecting any fee as part of the rental application or renewal process, the landlord shall clearly disclose, in writing to prospective tenants, the amount of the fee and the requirement for a satisfactory criminal background and credit check, if any. If such fee is collected from an applicant, but the unit is not rented to that applicant, the landlord shall return any amount beyond the actual cost of the documented background check, credit check, and/or reasonable administrative costs to the applicant within 30 days of receipt. Nothing in this paragraph shall require the landlord to conduct a criminal background or credit check or prohibit the landlord from renting to an applicant who does not pass the criminal background or credit check.

IX. No person or legal entity, that is not a tenant, subtenant, or implied tenant, as defined in RSA 540-A:1, II, shall occupy residential real estate without permission of the owner, landlord, or their agent.

RSA 540-A:3

Amended by 2024, 370:4, eff. 1/1/2025.

Amended by 2024, 46:1, eff. 1/1/2025.

Amended by 2015 , 225: 1, eff. 1

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

I. No landlord shall willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to the tenant including, but not limited to water, heat, light, electricity, gas, telephone, sewerage, elevator or refrigeration, whether or not the utility service is under the control of the landlord, except for such temporary interruption as may be necessary while actual repairs are in process or during temporary emergencies.

II. No landlord shall willfully seize, hold, or otherwise directly or indirectly deny a tenant access to and possession of such tenant's rented or leased premises, other than through proper judicial process.

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b: (a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster. (b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard. (c) A landlord may remove, at the expense of the item's owner, any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

[Full statute text continues through sections II-b, II-c, III, IV, IV-a, V, V-a, V-b, V-c, V-d, VI, VII, VIII, and IX]

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key New Hampshire 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 New Hampshire.

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Links To Statutes

- [N.H. Rev. Stat. § 540:1-a](#) – Definitions
- [N.H. Rev. Stat. § 540-A:5\(I\)](#) – Definitions
- [N.H. Rev. Stat. § 540-A:5](#) – Definitions
- [N.H. Rev. Stat. § 540-A:6\(I\)\(a\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:6\(I\)\(b\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:6\(IV\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:6 \(II\)\(a\) and \(IV\)\(a\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:6\(IV\)\(b\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:6\(I\)\(c\)](#) – Procedure
- [N.H. Rev. Stat. § 540-A:7\(I\)](#) – Return of Security Deposit
- [N.H. Rev. Stat. § 540-A:7\(II\)](#) – Return of Security Deposit
- [N.H. Rev. Stat. § 540-A:8](#) – Remedies
- [N.H. Rev. Stat. § 540:9](#) – Payment after notice
- [N.H. Rev. Stat. § 540:1](#) – Tenancies, nature of
- [N.H. Rev. Stat. § 540:2\(IV\)](#) – Termination of tenancy
- [N.H. Rev. Stat. § 540:2\(VII\)](#) – Termination of tenancy
- [N.H. Rev. Stat. § 540:2\(VII\)\(a\)](#) – Termination of tenancy

- N.H. Rev. Stat. § 540:2(VII)(b) – Termination of tenancy
- N.H. Rev. Stat. § 540:3(II) – Eviction Notice
- N.H. Rev. Stat. § 540-A:3(I) – Prohibition on Utility Shut-offs
- N.H. Rev. Stat. § 540-A:3(V) – Required Notice Before Entry
- N.H. Rev. Stat. § 540-A:3(II) – Prohibition on Lockouts
- N.H. Rev. Stat. § 540-A:3(IV) – Emergency Entry Allowed without Notice
- N.H. Rev. Stat. § 540-A:3(V-a) – Infestations & Pest Treatment
- N.H. Rev. Stat. § 540-A:3(VII) – Abandonment of Personal Property
- N.H. Rev. Stat. § 540-A:2 – General Prohibition
- N.H. Rev. Stat. § 540:13 – Writ; Service; Discovery; Record; Default
- N.H. Rev. Stat. § 540:13-a – Defense to retaliation
- N.H. Rev. Stat. § 540:13-b – Evidence of Intent to Retaliate
- N.H. Rev. Stat. § 540:13-d – Defenses to Violations of Fitness
- N.H. Rev. Stat. § 503:1 – Small Claim Defined
- N.H. Rev. Stat. § 508:4 – Personal actions
- N.H. Rev. Stat. § 358-A:10 – Private actions
- N.H. Rev. Stat. § 48-A:14 – Minimum Standards Established
- N.H. Rev. Stat. § 638:4(III) – Issuing bad checks
- N.H. Rev. Stat. § 638:4(IV) – Issuing bad checks