

North Dakota

Landlord - Tenant Laws Complete Guide



North Dakota Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of North Dakota'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 North Dakota.

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: Landlords are permitted to require up to one (1) months' rent as a security deposit unless certain tenant circumstances apply. See statute.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

a. A lessor may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

b. A lessor may demand an amount or value up to two months rent, as security, from an individual who has had a judgment entered against that individual for violating the terms of a previous rental agreement.

2. A lessor may charge a lessee a pet security deposit for keeping an animal that is not a service animal or companion animal required by a tenant with a disability as a reasonable accommodation under fair housing laws. A pet security deposit may not exceed the greater of two thousand five hundred dollars or an amount equivalent to two months' rent.

3. A lessor may apply security deposit money and accrued interest upon termination of a lease towards:

a. Any damages the lessor has suffered by reason of deteriorations or injuries to the real property or dwelling by the lessee's pet or through the negligence of the lessee or the lessee's guest.

b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Such itemization together with the amount due must be

delivered or mailed to the lessee at the last address furnished lessor, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee. A lessor is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from the lessor by the lessee within one year of the termination of the lease agreement are subject to the reporting requirements of section 47-30.2-04.

4. A lessor is liable for triple the monetary value of any security deposit money withheld without reasonable justification.

5. Upon a transfer in ownership of the leased real property or dwelling, the security deposit and accrued interest shall be transferred to the grantee of the lessor's interest. The grantor shall not be relieved of liability under this section until transfer of the security deposit to the grantee. The holder of the lessor's interest in the real property or dwelling at the termination of a lease shall be bound by this section even though such holder was not the original lessor who received the security deposit.

6. This section applies to the state and to political subdivisions of the state that lease real property or dwellings and require money as a security deposit.

N.D.C.C. § 47-16-07.1

Amended by S.L. 2021, ch. 337 (SB 2048), § 16, eff. 7/1/2021.

Amended by S.L. 2019, ch. 379 (HB 1150), § 1, eff. 8/1/2019.

Amended by S.L. 2017, ch. 316 (HB 1220), § 1, eff. 8/1/2017.

Amended by S.L. 2015, ch. 312 (HB 1192), § 1, eff. 8/1/2015.

Security Deposit Interest:

What This Means: The security deposit money must be deposited in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, minus any withholdings due to tenant non-compliance of the rental agreement. Interest is not required for leases less than nine (9) months.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on

the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

a. A lessor may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

b. A lessor may demand an amount or value up to two months rent, as security, from an individual who has had a judgment entered against that individual for violating the terms of a previous rental agreement.

2. A lessor may charge a lessee a pet security deposit for keeping an animal that is not a service animal or companion animal required by a tenant with a disability as a reasonable accommodation under fair housing laws. A pet security deposit may not exceed the greater of two thousand five hundred dollars or an amount equivalent to two months' rent.

3. A lessor may apply security deposit money and accrued interest upon termination of a lease towards:

a. Any damages the lessor has suffered by reason of deteriorations or injuries to the real property or dwelling by the lessee's pet or through the negligence of the lessee or the lessee's guest.

b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Such itemization together with the amount due must be delivered or mailed to the lessee at the last address furnished lessor, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee. A lessor is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from the lessor by the lessee within one year of the termination of the lease agreement are subject to the reporting requirements of section 47-30.2-04.

4. A lessor is liable for triple the monetary value of any security deposit money withheld without reasonable justification.

5. Upon a transfer in ownership of the leased real property or dwelling, the security deposit and accrued interest shall be transferred to the grantee of the lessor's interest. The grantor shall not be relieved of liability under this section until transfer of the security deposit to the grantee. The holder of the lessor's interest in the real property or dwelling at the termination of a lease shall

be bound by this section even though such holder was not the original lessor who received the security deposit.

6. This section applies to the state and to political subdivisions of the state that lease real property or dwellings and require money as a security deposit.

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Amended by S.L. 2015, ch. 312 (HB 1192),§ 1, eff. 8/1/2015.

Separate Security Deposit Bank Account:

What This Means: The security deposit money must be deposited in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, minus any withholdings due to tenant non-compliance of the rental agreement.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

a. A lessor may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

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c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

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Amended by S.L. 2015, ch. 312 (HB 1192), § 1, eff. 8/1/2015.

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: A pet security deposit may be required if not a service animal under Fair Housing Laws. A pet deposit cannot exceed the greater of two thousand five hundred dollars or an amount equivalent to two months' rent.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

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b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

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Amended by S.L. 2015, ch. 312 (HB 1192), § 1, eff. 8/1/2015.

Deadline for Returning Security Deposit:

What This Means: Landlords have 30 days to return the remaining security deposit (plus interest) within 30 days of the termination of the rental agreement.

Legal Statute:

No content available

Permitted Uses of the Deposit:

What This Means: Deposits can be used for unpaid rent, damage to the rental unit caused by the tenants or their pets, or other reasonable expenses to get the unit back to its original state minus normal \"wear and tear.\"

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

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b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

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Amended by S.L. 2015, ch. 312 (HB 1192),§ 1, eff. 8/1/2015.

Security Deposit can be Withheld:

What This Means: Deposits can be used for unpaid rent, damage to the rental unit caused by the tenants or their pets, or other reasonable expenses to get the unit back to its original state minus normal \"wear and tear.\"

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of

subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

a. A lessor may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

b. A lessor may demand an amount or value up to two months rent, as security, from an individual who has had a judgment entered against that individual for violating the terms of a previous rental agreement.

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a. Any damages the lessor has suffered by reason of deteriorations or injuries to the real property or dwelling by the lessee's pet or through the negligence of the lessee or the lessee's guest.

b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Such itemization together with the amount due must be delivered or mailed to the lessee at the last address furnished lessor, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee. A lessor is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from the lessor by the lessee within one year of the termination of the lease agreement are subject to the reporting requirements of section 47-30.2-04.

4. A lessor is liable for triple the monetary value of any security deposit money withheld without reasonable justification.

5. Upon a transfer in ownership of the leased real property or dwelling, the security deposit and accrued interest shall be transferred to the grantee of the lessor's interest. The grantor shall not be relieved of liability under this section until transfer of the security deposit to the grantee. The holder of the lessor's interest in the real property or dwelling at the termination of a lease shall

be bound by this section even though such holder was not the original lessor who received the security deposit.

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Amended by S.L. 2015, ch. 312 (HB 1192),§ 1, eff. 8/1/2015.

Require Written Description/Itemized List of Damages and Charges:

What This Means: The remaining portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Itemized list and amount due must be delivered or mailed to the lessee at the last address provided, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

a. A lessor may accept an amount or value up to two month's rent, as security, from an individual convicted of a felony offense as an incentive to rent the property to the individual.

b. A lessor may demand an amount or value up to two months rent, as security, from an individual who has had a judgment entered against that individual for violating the terms of a previous rental agreement.

2. A lessor may charge a lessee a pet security deposit for keeping an animal that is not a service animal or companion animal required by a tenant with a disability as a reasonable accommodation under fair housing laws. A pet security deposit may not exceed the greater of two thousand five hundred dollars or an amount equivalent to two months' rent.

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a. Any damages the lessor has suffered by reason of deteriorations or injuries to the real property or dwelling by the lessee's pet or through the negligence of the lessee or the lessee's guest.

b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Such itemization together with the amount due must be delivered or mailed to the lessee at the last address furnished lessor, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee. A lessor is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from the lessor by the lessee within one year of the termination of the lease agreement are subject to the reporting requirements of section 47-30.2-04.

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Amended by S.L. 2015, ch. 312 (HB 1192),§ 1, eff. 8/1/2015.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit

What This Means: The law details requirements for handling security deposits, including deposit placement, maximum amounts, permissible deductions, and landlord obligations.

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

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Failure to Comply:

What This Means: A lessor is liable for triple the monetary value of any security deposit money withheld without reasonable justification

Legal Statute:

1. The lessor of real property or a dwelling who requires money as a security deposit, however denominated, shall deposit the money in a federally insured interest-bearing savings or checking account for the benefit of the tenant. The security deposit and any interest accruing on the deposit must be paid to the lessee upon termination of a lease, subject to the conditions of subsection 2. A lessor may not demand or receive security, however denominated, in an amount or value in excess of one month's rent, except:

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b. Any unpaid rent.

c. The costs of cleaning or other repairs which were the responsibility of the lessee, and which are necessary to return the dwelling unit to its original state when the lessee took possession, reasonable wear and tear excepted.

Application of any portion of a security deposit not paid to the lessee upon termination of the lease must be itemized by the lessor. Such itemization together with the amount due must be delivered or mailed to the lessee at the last address furnished lessor, along with a written notice within thirty days after termination of the lease and delivery of possession by the lessee. The notice must contain a statement of any amount still due the lessor or the refund due the lessee. A lessor is not required to pay interest on security deposits if the period of occupancy was less than nine months in duration. Any amounts not claimed from the lessor by the lessee within one year of the termination of the lease agreement are subject to the reporting requirements of section 47-30.2-04.

4. A lessor is liable for triple the monetary value of any security deposit money withheld without reasonable justification.

5. Upon a transfer in ownership of the leased real property or dwelling, the security deposit and accrued interest shall be transferred to the grantee of the lessor's interest. The grantor shall not be relieved of liability under this section until transfer of the security deposit to the grantee. The holder of the lessor's interest in the real property or dwelling at the termination of a lease shall be bound by this section even though such holder was not the original lessor who received the security deposit.

6. This section applies to the state and to political subdivisions of the state that lease real property or dwellings and require money as a security deposit.

N.D.C.C. § 47-16-07.1

Amended by S.L. 2021, ch. 337 (SB 2048),§ 16, eff. 7/1/2021.

Amended by S.L. 2019, ch. 379 (HB 1150),§ 1, eff. 8/1/2019.

Amended by S.L. 2017, ch. 316 (HB 1220),§ 1, eff. 8/1/2017.

Amended by S.L. 2015, ch. 312 (HB 1192),§ 1, eff. 8/1/2015.

Chapter 2: Lease, Rent & Fees

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

Rent is Due:

What This Means: Rent shall be paid monthly at the end of the term, or as otherwise agreed to in the lease.

Legal Statute:

When there is no contract or usage to the contrary, the rent of agricultural and wild land shall be payable yearly at the end of each year. Rents of lodgings shall be payable monthly at the end of each month. Other rents shall be payable quarterly at the end of each quarter from the time the lease takes effect. The rent for a lease shorter than the periods herein specified shall be payable at the termination of the lease.

N.D.C.C. § 47-16-20

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Landlords may change the terms of the lease to take effect at the expiration of the month upon giving notice in writing at least thirty (30) days before the expiration of the month.

Legal Statute:

In all leases of land or tenements, or of any interest therein, from month to month, the landlord may change the terms of the lease to take effect at the expiration of the month upon giving notice in writing at least thirty days before the expiration of the month. The notice, when served upon the tenant, shall operate and be effectual to create and establish as a part of the lease the terms, rent, and conditions specified in the notice, if the tenant shall continue to hold the premises after the expiration of the month. For the purpose of this section, notice may be served

in any reasonable manner which actually informs the tenant of the changes in the terms of the lease.

N.D.C.C. § 47-16-07

Late Fees:

What This Means: Late fees may be imposed only if it is a provision originally stated in the lease agreement. The stipulations of the fees including the amount and when it can be charged must be included in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: Subject to a fee of no more than \$40.00 to the check holder.

Legal Statute:

1. A person may not, for that person, as the agent or representative of another, or as an officer or member of an organization make, draw, utter, or deliver any check, draft, or order, or authorize an electronic funds transfer, for the payment of money upon a bank, banker, or

depository, if at the time of the making, drawing, uttering, electronically authorizing, or delivery, or at the time of presentation for payment, if the presentation for payment is made within fourteen days after the original delivery thereof, there are not sufficient funds in or credit with the bank, banker, or depository to meet the check, draft, electronic funds transfer, or order in full upon its authorized presentation. Violation of this subsection is:

- a. An infraction if the amount of insufficient funds or credit is not more than one hundred dollars;
- b. A class B misdemeanor if the amount of insufficient funds or credit is more than one hundred dollars but not more than five hundred dollars, or if the individual has pled guilty or been found guilty of a violation of this section within three years of issuing an insufficient funds check, draft, or order;
- c. A class A misdemeanor if the amount of insufficient funds or credit is more than five hundred dollars but not more than one thousand dollars, or if the individual has pled guilty or been found guilty of two violations of this section within three years of issuing an insufficient funds check, draft, or order; or
- d. A class C felony if the amount of insufficient funds or credit is more than one thousand dollars, or an individual has pled guilty or been found guilty of three or more violations of this section within five years of willfully issuing an insufficient funds check, draft, or order.

2. The grade of an offense under this section may be determined by individual or aggregate totals of insufficient funds checks, drafts, electronic funds transfer authorizations, or orders.

a. In addition to the criminal penalty, the person is liable for collection fees or costs not in excess of forty dollars which are recoverable by the holder of the check, draft, electronic funds transfer authorization, or order or by the holder's agent or representative. If the holder of the check, draft, electronic funds transfer authorization, or order or the holder's agent or representative uses the automated clearinghouse network to collect the collection fees or costs, that person shall comply with the network's rules and requirements. If the state's attorney or holder determines the person identified as the issuer of the instrument did not make, draw, utter, or deliver the instrument in violation of this section but instead is the victim of fraud, that state's attorney or holder shall provide the holder or the holder's agent or representative written notice of the fraud and upon receipt of the notice that holder or the holder's agent or representative may not collect fees or costs under this subdivision.

b. A collection agency shall reimburse the original holder of the check, draft, electronic funds transfer authorization, or order any additional charges assessed by the depository bank of the check, draft, electronic funds transfer authorization, or order if recovered by the collection agency.

c. If the person does not pay the instrument in full and any collection fees or costs not in excess of forty dollars within ten days from receipt of the notice of dishonor provided for in subsection 4, the holder of the check, draft, electronic funds transfer authorization, or order or the holder's

agent or representative is entitled to bring a civil action to recover a civil penalty. The civil penalty is payment to the holder of the instrument or the holder's agent or representative the lesser of two hundred dollars or three times the amount of each instrument.

d. The court may order an individual convicted under this section to undergo an evaluation by a licensed gaming, alcohol, or drug addiction counselor.

3. The word "credit" as used in this section means an arrangement or understanding with the bank, banker, or depository for the payment of the check, draft, electronic funds transfer authorization, or order. The making of a postdated check knowingly received as such, or of a check issued under an agreement with the payee that the check would not be presented for payment for a time specified, does not violate this section.

4. A notice of dishonor may be mailed by the holder of the check upon dishonor or by the holder's agent or representative upon dishonor. Proof of mailing may be made by return receipt or by an affidavit of mailing signed by the individual making the mailing. The notice must be in substantially the following form:

Notice of Dishonored Check Date

Name of Issuer _____

Street Address _____

City and State _____

You are according to law notified that a check dated _____,

_____, drawn on the _____ Bank of _____ in the amount of _____ has been returned unpaid with the notation the payment has been refused because of nonsufficient funds. Within ten days from the receipt of this notice, you must pay or tender to _____ (Holder or agent or representative) sufficient moneys to pay such instrument in full and any collection fees or costs not in excess of forty dollars.

The notice of dishonor also may contain a recital of the penal provisions of this section and the possibility of a civil action to recover any collection fees or costs or civil penalty authorized by this section.

5. An agent acting for the receiver of a check in violation of this section may present the check to the state's attorney for prosecution if the holder or the holder's agent or representative mailed a notice under subsection 4. During the first one hundred twenty days after the drawer received notice under this subsection the state's attorney shall accept the instrument presented by the agent. The criminal complaint for the offense of issuing a check, draft, electronic funds transfer authorization, or order without sufficient funds under this section must be executed within not

more than one hundred twenty days after the dishonor by the drawee of said instrument for nonsufficient funds. The failure to execute a complaint within said time bars the criminal charge under this section.

N.D.C.C. § 6-08-16

Amended by S.L. 2013, ch. 104 (SB 2251),§ 1, eff. 8/1/2013.

Amended by S.L. 2013, ch. 79 (HB 1243),§ 1, eff. 8/1/2013.

Amended by S.L. 2011, ch. 77 (SB 2158),§ 1, eff. 8/1/2011.

Amended by S.L. 2011, ch. 106 (HB 1080),§ 1, eff. 8/1/2011.

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

What This Means: No statute.

Legal Statute:

No content available

Tenant Allowed to Repair and Deduct Rent:

What This Means: If the landlord does not make necessary repairs after a reasonable amount of time after the tenant gave notice requesting the repair, the tenant can make the repair directly and deduct the cost of the repair from the future payment of rent.

Legal Statute:

If within a reasonable time after notice from the lessee of dilapidations which the lessor ought to repair the lessor neglects to do so, the lessee may:

1. Repair the premises and deduct the expense of such repair from the rent;
2. Recover it in any other lawful manner from the lessor; or
3. Vacate the premises, in which case the lessee shall be discharged from further payment of rent or performance of other conditions.

N.D.C.C. § 47-16-13

Self-Help Evictions:

What This Means: Evictions must follow process through a North Dakota state district court.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: The court may award any rights enforceable by action and reasonable attorney's fees to the prevailing party.

Legal Statute:

Any right or action provided by sections 47-16-13.1 through 47-16-13.6 is enforceable by action and the court may award reasonable attorney's fees to the prevailing party.

N.D.C.C. § 47-16-13.6

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

What This Means: A lessee evicted according to law is liable for rent during the remainder of the term of the lease. This does not relieve the landlord of the duty to mitigate damages.

Legal Statute:

A lessee evicted according to law is liable for rent during the remainder of the term of the lease. However, this section does not relieve the landlord of the duty to mitigate damages.

Citation: N.D.C.C. § 47-16-13.7

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: Notice is not required, as the lease simply expires at the term agreed upon in the lease.

Legal Statute:

The leasing of real property terminates:

1. At the end of the term agreed upon;
2. By the mutual consent of the parties;
3. By the lessee's acquiring title to the property leased superior to that of the lessor; or
4. By the destruction of the property leased.

N.D.C.C. § 47-16-14

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

What This Means: At least one month's notice is required to terminate a month-to-month lease.

Legal Statute:

1. A lease of real property for a term not specified by the parties is deemed to be renewed as stated in section 47-16-06 at the end of the term implied by law, unless one of the parties gives notice to the other of an intention to terminate the lease, at least as long before the expiration of the lease as the term of the hiring itself, not exceeding one calendar month.
2. In tenancies from month to month, and unless the parties have otherwise agreed in writing to a longer notice period or a different notice time, either party may terminate the tenancy by giving at least one calendar month's written notice at any time. The rent is due and payable to and including the date of termination.
3. If a landlord changes the terms of the lease pursuant to section 47-16-07, the tenant may terminate the lease at the end of the month by giving at least twenty-five days' notice.
4. Any agreement that requires a lessee to give notice that exceeds one month from the end of a month to terminate a lease of real property for residential purposes must state the notice requirement and provide space for the lessee to initial next to the notice requirement. If the

notice is not initialed by the lessee at the time of executing the lease, the lessee may terminate the lease on the last day of a month with at least one calendar month's notice.

5. If a lease converts to a month-to-month tenancy under section 47-16-06 or 47-16-06.1, either party may terminate the lease on the last day of a month with at least one calendar month's notice.

N.D.C.C. § 47-16-15

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

What This Means: At least one week's notice is required to terminate a week-to-week lease.

Legal Statute:

1. A lease of real property for a term not specified by the parties is deemed to be renewed as stated in section 47-16-06 at the end of the term implied by law, unless one of the parties gives notice to the other of an intention to terminate the lease, at least as long before the expiration of the lease as the term of the hiring itself, not exceeding one calendar month.

2. In tenancies from month to month, and unless the parties have otherwise agreed in writing to a longer notice period or a different notice time, either party may terminate the tenancy by giving at least one calendar month's written notice at any time. The rent is due and payable to and including the date of termination.

3. If a landlord changes the terms of the lease pursuant to section 47-16-07, the tenant may terminate the lease at the end of the month by giving at least twenty-five days' notice.

4. Any agreement that requires a lessee to give notice that exceeds one month from the end of a month to terminate a lease of real property for residential purposes must state the notice requirement and provide space for the lessee to initial next to the notice requirement. If the notice is not initialed by the lessee at the time of executing the lease, the lessee may terminate the lease on the last day of a month with at least one calendar month's notice.

5. If a lease converts to a month-to-month tenancy under section 47-16-06 or 47-16-06.1, either party may terminate the lease on the last day of a month with at least one calendar month's notice.

N.D.C.C. § 47-16-15

Notice to Terminate Lease due to Sale of Property:

What This Means: New owners from sale of property must maintain the existing lease terms on a rental unit included in the sold property. Once sold, new owner may give proper notice to terminate the lease - at least 30 days before the next rental period for a month-to-month tenancy

Legal Statute:

1. A lease of real property for a term not specified by the parties is deemed to be renewed as stated in section 47-16-06 at the end of the term implied by law, unless one of the parties gives notice to the other of an intention to terminate the lease, at least as long before the expiration of the lease as the term of the hiring itself, not exceeding one calendar month.
2. In tenancies from month to month, and unless the parties have otherwise agreed in writing to a longer notice period or a different notice time, either party may terminate the tenancy by giving at least one calendar month's written notice at any time. The rent is due and payable to and including the date of termination.
3. If a landlord changes the terms of the lease pursuant to section 47-16-07, the tenant may terminate the lease at the end of the month by giving at least twenty-five days' notice.
4. Any agreement that requires a lessee to give notice that exceeds one month from the end of a month to terminate a lease of real property for residential purposes must state the notice requirement and provide space for the lessee to initial next to the notice requirement. If the notice is not initialed by the lessee at the time of executing the lease, the lessee may terminate the lease on the last day of a month with at least one calendar month's notice.
5. If a lease converts to a month-to-month tenancy under section 47-16-06 or 47-16-06.1, either party may terminate the lease on the last day of a month with at least one calendar month's notice.

N.D.C.C. § 47-16-15

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: Landlords can initiate eviction process for nonpayment after 3 days of missing payment. Landlord must give at least 3 days' notice for tenant to vacate due to non-payment.

Legal Statute:

An action of eviction to recover the possession of real estate is maintainable in the proper district court when:

1. A party, by force, intimidation, fraud, or stealth, has entered upon the prior actual possession of real property of another and detains the same.
2. A party, after peaceably entering upon real property, turns out by force, threats, or menacing conduct the party in possession.
3. A party, by force or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the possession was acquired peaceably or otherwise.
4. A lessee, in person or by subtenant, holds over after the termination of the lease or expiration of the lessee's term, or fails to pay rent for three days after the rent is due.
5. A party continues in possession after a sale of the real property under mortgage, execution, order, or any judicial process and after the expiration of the time fixed by law for redemption, or after the execution and delivery of a deed, or after the cancellation and termination of any contract for deed, bond for deed, or other instrument for the future conveyance of real estate or equity in the real estate.
6. A party continues wrongfully in possession after a judgment in partition or after a sale under an order or decree of a district court.
7. A lessee or a person on the premises with the lessee's consent acts in a manner that unreasonably disturbs other tenants' peaceful enjoyment of the premises.
8. The lessee violates a material term of the written lease agreement between the lessor and lessee.

N.D.C.C. § 47-32-01

Notice for Lease Violation:

What This Means: Three days' notice is required to terminate a lease if the tenant is in non-compliance with the rental agreement.

Legal Statute:

No content available

Required Notice before Entry:

What This Means: No required notice, though entry must be discussed prior and agreed to at a certain time. The tenant cannot unreasonably deny landlord's entry. Tenant's failure to object confirms presumed consent.

Legal Statute:

A landlord may enter the dwelling unit:

1. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the landlord reasonably believes the tenant is in substantial violation of the provisions of the lease or rental agreement.
2. Only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the residential dwelling unit to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so the landlord shall first notify and receive the consent of the tenant which shall not be unreasonably withheld, which consent shall identify a time certain. A landlord shall not abuse the right of access or use it to harass or intimidate the tenant.

For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service, by posting the notice in a conspicuous place in or about the dwelling unit for a reasonable period of time, or by any other method which results in actual notice to the tenant.

N.D.C.C. § 47-16-07.3

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Landlords are permitted to enter rental unit at a reasonable time with reasonable intent after receiving consent from the tenant.

Legal Statute:

A landlord may enter the dwelling unit:

1. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the landlord reasonably believes the tenant is in substantial violation of the provisions of the lease or rental agreement.

2. Only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the residential dwelling unit to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so the landlord shall first notify and receive the consent of the tenant which shall not be unreasonably withheld, which consent shall identify a time certain. A landlord shall not abuse the right of access or use it to harass or intimidate the tenant.

For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service, by posting the notice in a conspicuous place in or about the dwelling unit for a reasonable period of time, or by any other method which results in actual notice to the tenant.

N.D.C.C. § 47-16-07.3

Emergency Entry Allowed without Notice:

What This Means: Landlords are permitted to enter a rental unit at any time in case of an emergency or if they feel the tenant has violated the rental agreement.

Legal Statute:

A landlord may enter the dwelling unit:

1. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the landlord reasonably believes the tenant is in substantial violation of the provisions of the lease or rental agreement.

2. Only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the residential dwelling unit to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so the landlord shall first notify and receive the consent of the tenant which shall not be unreasonably withheld, which consent shall identify a time certain. A landlord shall not abuse the right of access or use it to harass or intimidate the tenant.

For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service, by posting the notice in a conspicuous place in or about the dwelling unit for a reasonable period of time, or by any other method which results in actual notice to the tenant.

N.D.C.C. § 47-16-07.3

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: Landlords are permitted to enter rental unit at a reasonable time with reasonable intent after receiving consent from the tenant.

Legal Statute:

A landlord may enter the dwelling unit:

1. At any time in case of emergency or if the landlord reasonably believes the tenant has abandoned the premises, or the landlord reasonably believes the tenant is in substantial violation of the provisions of the lease or rental agreement.
2. Only during reasonable hours, and in a reasonable manner, for the purpose of inspecting the premises; for making necessary or agreed repairs, decorations, alterations, or improvements; for supplying necessary or agreed services; or for exhibiting the residential dwelling unit to actual or potential purchasers, insurers, mortgagees, real estate agents, tenants, workmen, or contractors. Unless it is impractical to do so the landlord shall first notify and receive the consent of the tenant which shall not be unreasonably withheld, which consent shall identify a time certain. A landlord shall not abuse the right of access or use it to harass or intimidate the tenant.

For the purposes of this section, consent shall be presumed from failure to object to access after notice of intent to enter at a time certain has been given. Notice may be given by personal service, by posting the notice in a conspicuous place in or about the dwelling unit for a reasonable period of time, or by any other method which results in actual notice to the tenant.

N.D.C.C. § 47-16-07.3

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are illegal. Tenants are eligible for legal repercussions if a landlord locks them out of the rental unit during an active lease.

Legal Statute:

Current through 2023 Legislative Sessions

N.D. Cent. Code § 32-03-29 - Damages for forcible exclusion from realty

For forcibly ejecting or excluding a person from the possession of real property, the measure of damages is three times such a sum as would compensate for the detriment caused to the person by the act complained of.

N.D.C.C. § 32-03-29

Utility Shut-offs Allowed:

What This Means: Removing utility services are illegal. Tenants are eligible for legal repercussions if a landlord diminishes services during an active lease in an effort to evict.

Legal Statute:

For forcibly ejecting or excluding a person from the possession of real property, the measure of damages is three times such a sum as would compensate for the detriment caused to the person by the act complained of.

N.D.C.C. § 32-03-29

Electronic Notices Allowed:

What This Means: Electronic notices are not permitted.

Legal Statute:

No content available

Quick Reference Guide

Key North Dakota 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 North Dakota.

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Links To Statutes

- [N.D. Cent. Code § 47-16-07](#) – Leases – Notice by landlord to change terms – When effective
- [N.D. Cent. Code § 47-16-07.1\(1\)](#) – Real property and dwelling security deposits – Limitations and requirements
- [N.D. Cent. Code § 47-16-07.1\(2\)](#) – Real property and dwelling security deposits – Limitations and requirements
- [N.D. Cent. Code § 47-16-07.1\(3\)](#) – Real property and dwelling security deposits – Limitations and requirements
- [N.D. Cent. Code § 47-16-07.1\(4\)](#) – Real property and dwelling security deposits – Limitations and requirements
- [N.D. Cent. Code § 47-16-07.2](#) – Statement detailing condition of premises to accompany rental agreement
- [N.D. Cent. Code § 47-16-07.3\(1\)](#) – When landlord may enter apartment
- [N.D. Cent. Code § 47-16-07.3\(2\)](#) – When landlord may enter apartment
- [N.D. Cent. Code § 47-16-13](#) – When lessee may repair or vacate premises
- [N.D. Cent. Code § 47-16-13.1](#) – Landlord obligations – Maintenance of premises

- [N.D. Cent. Code § 47-16-13.2](#) – Tenant obligations – Maintenance of dwelling unit
- [N.D. Cent. Code § 47-16-13.5](#) – Mitigation of damages
- [N.D. Cent. Code § 47-16-13.6](#) – Enforcement of sections 47-16-13.1 through 47-16-13.6
- [N.D. Cent. Code § 47-16-13.7](#) – Eviction – Lessee liable for rent during term of lease
- [N.D. Cent. Code § 47-16-14](#) – When a lease of real property terminates
- [N.D. Cent. Code § 47-16-15\(1\)](#) – Notice of termination of lease
- [N.D. Cent. Code § 47-16-15\(2\)](#) – Notice of termination of lease
- [N.D. Cent. Code § 47-16-17.1](#) – Termination due to domestic abuse
- [N.D. Cent. Code § 47-32-01](#) – When eviction maintainable
- [N.D. Cent. Code § 47-32-02](#) – Appearance – Notice of intention to evict – When required – When and how served
- [N.D. Cent. Code § 27-08.1-01\(1\)](#) – Small claims court – Jurisdictional limits – Venue
- [N.D. Cent. Code § 28-01-16](#) – Actions having six-year limitations
- [N.D. Cent. Code § 6-08-16\(2\)\(a\)](#) – Issuing check or draft without sufficient funds or credit – Notice – Time limitation – Financial liability – Penalty
- [N.D. Cent. Code § 47-16-20](#) – Rent Fees
- [N.D. Cent. Code § 32-03-29](#) – Damages for forcible exclusion from realty
- [N.D. Cent. Code § 47-16-39.1](#) – Obligation to pay royalties