

7. Not abuse the right to access to inspect the premises, deliver large packages, or show the apartment to prospective tenants or buyers.
8. Notify the tenant in writing of the owner's name and address and any agent names and addresses before or when the tenant moves in.

#### LANDLORDS CANNOT

1. Shut off utility and other services, change locks, remove doors or windows or threaten to do these or any other unlawful acts to evict tenants.
2. Take the tenant's private property or possession to recover the past due rent, UNLESS A COURT HAS ORDERED IT.

If landlords do any of the above, they can be sued for any damages the tenants may suffer along with attorney fees.

#### TENANT'S DUTIES

Tenants must perform the following duties whether or not there is a written lease.

1. Pay the rent in full when due and keep all receipts of payment.
2. Keep the apartment safe and clean.
3. Put trash and garbage in the receptacles provided.
4. Keep all plumbing and electrical fixtures properly.
5. Keep all plumbing fixtures clean to prevent clogging.

6. Do not damage the place or allow guests to do so.
7. Keep any appliances like stoves, refrigerators, and washing machines in good working order if they are a part of the rental agreement.
8. Not bother other tenants or allow guests to disturb them.
9. Allow the landlord to inspect or show the apartment, deliver large packages, or make repairs at reasonable times upon reasonable notice or immediately in cases of emergencies.
10. Give a written notice to the landlord listing the repairs needed and send the notice to the place where rent is normally paid (being sure to keep two copies). UNLESS THE LEASE PREVENTS, LANDLORDS MAY RAISE RENT UPON 30 DAYS NOTICE PRIOR TO THE BEGINNING OF THE AFFECTED RENTAL TERM (14 DAYS ON A WEEK-TO-WEEK LEASE)
11. Do not do any repairs or alterations to the rental property without the expressed written permission of the landlord.

Landlords and tenants can end a lease that is not in writing by:

1. Month-to-month lease - 1 month (30 days) notice prior to the beginning of the next rental month.
2. Week-to-week - 2 weeks (14 days) notice prior to the beginning of the next rental week.

#### WHEN COMPLAINING

1. Be sure rent is paid up to date and have all receipts as proof.
2. Know how to contact the landlord.
3. Complain before a note to move is given.

## RENT MATTERS



## Consumer Affairs Department

Harold Road  
Nassau, Bahamas

Phone: 242-604-9002  
E-mail: [pricecontrol@bahamas.gov.bs](mailto:pricecontrol@bahamas.gov.bs)  
Consumer Hotline 376-1157

## RENTAL

An early understanding between tenants and landlords may produce a long and happy relationship. Both landlords and tenants have rights and obligations.

Cooperation and compromise can prevent or eliminate many landlord-tenant problems. Dealing with situations before they get out of hand and having a firm understanding of the law and each other's expectations before committing to do something can save a lot of hassles and money.

Landlords and tenants should discuss whether the available unit and the agreement suit the needs and desires of both parties and whether the tenant is financially capable of making the lease payments.

### THE AGREEMENT

An agreement of contract for the rental of property is called a LEASE. Leases can be written or oral. If the lease is written, all terms should be in writing, signed by both landlord and tenant. Do not sign anything until you read and understand what is being proposed. Be sure the other parties sign the agreement and both parties keep a copy of the signed agreement. If you do not understand the lease, see an attorney. Disputes about agreements are less likely when they are in writing but remember that spoken agreements are enforceable in the court as well.

### INSPECT THE APARTMENT/HOUSE

Before paying the security deposit or moving in, the tenant and the landlord should inspect the premises TOGETHER, noting its condition.

Most leases provide that the unit/house is accepted "AS IS". If the landlord cannot inspect the premises with the tenant, the tenant should make a detailed record of the conditions, noting all defects, and give it to the landlord as soon as possible. This gives the tenant the chance to get the defects corrected and protect against the landlord charging the new tenants with damages to the property which were already there before they moved in.

### ***DO NOT RENT A PLACE WHICH WILL REQUIRE EXTENSIVE REPAIR TO BE MADE AFTER THE MOVE IN DATE***

Landlords/tenants should not accept/make payments until both are sure about the decision to rent. Refraining from renting units/houses that will need extensive repair after moving in, is advisable, as repairs are often left undone once the property is rented. Get a receipt showing who paid and who received the payment, how much was paid, what the payment was for, the address of the rental unit, and the date of payment.

### SECURITY DEPOSITS

The landlord requires a security deposit as a sort of insurance in case the tenant damages the apartment. They may require any amount for a security deposit; but it is normally a month's rent. Within seven days after moving out, the tenant has a right to a refund of the security deposit, less any damages caused by the tenant or the tenant's guest. The landlord must give the tenant the balance of the security deposit along with a written itemized statement of any deductions for damages. If the landlord does not return the security deposit within seven days after the tenant moves out, the tenant can lodge a complaint with Consumer Affairs. The last resolve would be for the tenant to sue the landlord for the return of the deposit.

To avoid hassles in recovering the security deposit, the tenant should:

- 1) Keep all rent payment receipts.
- 2) Give at least 30 days' notice of leaving prior to the end of the rental period, if paying monthly, and 14 days if paying weekly.
- 3) Leave the apartment/house in the same condition or cleaner.
- 4) Correct damages that were done by them or their guest.
- 5) Return all keys when moving out.
- 6) Have a credible witness note the condition of the apartment upon moving out.
- 7) Request the landlord be present to inspect the premises.
- 8) Know and record the landlord's full name and business address and those of any rental agents or managers.

### LANDLORD'S DUTIES

1. Comply with all housing laws and regulations which seriously affect health and safety.
2. Keep the premises in a livable condition by making all necessary repairs.
3. Maintain in good working condition all electrical, plumbing, air conditioning systems, fixtures, and appliances which the landlord supplied or is required to supply.
4. Must issue the tenant a written receipt for rent paid stating how much was paid, what the payment was for, the address for which the payment was made, and the date of the payment.
5. Provide and maintain garbage and waste containers. If the structure consists of four or more units, arrange and pay for trash removal services.
6. Give reasonable notice; at least two days, before entering the tenant's apartment, unless there is an emergency. ***LANDLORDS CAN BE HELD RESPONSIBLE FOR ANY DAMAGES, LOSS OR INJURIES CAUSED BY THEIR TRESPASSING.***