



Yankton Housing &  
Redevelopment Commission  
(YHRC) Briefing Power Point for  
the Housing Choice Voucher  
Program (HVC)

# YHRC purpose & mission statement

- **The Yankton Housing and Redevelopment Commission is committed to providing safe, sanitary, affordable housing to our citizens, through the proper administration of the Section 8 Housing Choice Voucher Program, redevelopment efforts in our older neighborhoods, and working with local agencies to provide families with appropriate supportive services.**
- **Yankton Housing serves the counties of Yankton, Bon Homme, Tripp, Gregory, and the city of Lake Andes.**
- **YHRC is here to partner with you to find affordable, safe, sanitary, and decent housing.**

# HUD's Mission Statement

**“To promote adequate and affordable housing,  
economic opportunity and a suitable living environment  
free from discrimination.”**



# HCV information

- **Your bedroom size is listed on your voucher, and on your “Eligibility New Voucher Letter,” please read this letter carefully. (This letter details all of your next steps.)**
- **When you are looking at units you are interested in, please bring a Request for Tenancy Approval Form to that landlord.**
- **After the landlord has filled out the Request for Tenancy Approval Form, please sign and date the back page.**
- **You are responsible for this form, which includes providing it to YHRC in a timely manner.**
- **Please do not turn in a Request for Tenancy Approval if you don’t want to live in the unit for at least one-year. (YHRC requires a one-year lease, an example of this form is two slides down.)**
- **Please do not sign a lease, until YHRC has determined your eligibility.**

# HCV information continued

- You will be notified by YHRC if the unit has been approved.
- YHRC will conduct an inspection of the unit.
- If the unit passes the HUD inspection, YHRC will work with the landlord for a possible move in date.
- YHRC will let you know the amount of your rental assistance, your portion of the rent, and the date the assistance will start. (YHRC will also let the landlord know.)
- You will be responsible for all the utilities not included in your rent.
- If you choose to move into a unit BEFORE following the above mentioned steps are complete, you might not be able to be approved for assistance in that unit. (There is a lot of paperwork that has to be submitted to HUD BEFORE we are able to provide and rental assistance. HUD has to approve each unit.)

# Example of the Request for Tenancy Approval Form

## Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA) \_\_\_\_\_ 2. Address of Unit (street address, apartment number, city, State & zip code) \_\_\_\_\_

3. Requested Beginning Date of Lease \_\_\_\_\_ 4. Number of Bedrooms \_\_\_\_\_ 5. Year Constructed \_\_\_\_\_ 6. Proposed Rent \_\_\_\_\_ 7. Security Deposit Amt. \_\_\_\_\_ 8. Date Unit Available for Inspection \_\_\_\_\_

9. Type of House/Apartment  
 Single Family Detached  Semi-Detached / Row House  Manufactured Home  Garden / Walkup  Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:  
 Section 202  Section 221(d)(3)(BMR)  Section 236 (Insured or noninsured)  Section 515 Rural Development  
 Home  Tax Credit  
 Other (Describe Other Subsidy, Including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances  
 The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

## 12. Owner's Certifications

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

\_\_\_\_\_ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

\_\_\_\_\_ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

\_\_\_\_\_ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

# Fair market rents 2022 Yankton County

Efficiency	One-bedroom	Two-bedroom	Three-bedroom	Four-bedroom
\$541	\$575	\$757	\$1,021	\$1,165

- **When you are looking at these numbers, remember these items.**
- **Your voucher will tell you how many bedrooms you are approved for.**
- **The numbers under the bedroom size have to include your rent, and any utilities you are responsible for, outside of your rent.**

# Recertification information

- Each year YHRC has to determine if you or your household are still eligible to participate in the HVC program.
- You will receive a packet in the mail about 90-days before your recertification month. (The month you started on the program.)
- There will be a list of items you must provide sent out with your recertification packet.
- Please fill out this packet completely, including signing and dating all forms.

# Continued

- **Please turn in the recertification packet with all of the required documents BEFORE the deadline.**
- **Failure to do so, may result in termination from this program.**
- **If you need help filling out your recertification paperwork, please let YHRC know. Staff will be happy to help you.**
- **If you have any questions while filling out your recertification paperwork, please feel free to call.**

# Tenant Ongoing Responsibilities

- **Report all household changes within 10 days, on the Tenant Change Report Form. (See the next slide for an example) You only have to fill in the portion which pertains to the change you are reporting.**
- **Cooperate with annual and interim re-examinations. Yearly YHRC has to recertify your household, to ensure you continue to qualify. (Annual re-examinations)**
- **Interim examinations occur when there is a change to the household. (Income, new member, ext. or anything reported on the Tenant Change Report Form, an example of this form is on the next page)**
- **Maintain the housing unit in decent, safe, and sanitary condition. (No hoarding, clean regularly, and make sure emergency exits are clear)**
- **Permit annual and interim inspections. (You would have advance notice)**

# Example of Tenant Change Report Form

YANKTON HOUSING & REDEVELOPMENT COMMISSION  
PO BOX 176, 416 Walnut Street Yankton, SD 57978  
(605) 668-5258 FAX 605-662-5265

**TENANT CHANGE REPORT FORM**

ALL CHANGES MUST BE REPORTED WITHIN TEN DAYS OF OCCURRENCE.  
**PLEASE REPORT ALL CHANGES PRIOR TO THE 20th OF THE MONTH TO ALLOW PROPER TIME TO VERIFY INFORMATION.**

USE THIS FORM FOR REPORTING ANY CHANGES.  
NO CHANGES WILL BE ACCEPTED UNLESS REPORTED ON THIS FORM.

DATE: \_\_\_\_\_ Head of household name: \_\_\_\_\_

By Completing this form, I authorize YHRC to verify information listed.  
Print name (Person Completing Form) \_\_\_\_\_ Signature: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please fill out the following section(s), which apply to the change(s) being reported.

**A. NEW INCOME** \_\_\_ PERMANENT \_\_\_ TEMPORARY \_\_\_ SEASONAL \_\_\_  
Name of family member with change: \_\_\_\_\_ Type of income (ex: wage, child support, SS, SSI, etc.) \_\_\_\_\_  
Amount received: \_\_\_\_\_ How often received: \_\_\_\_\_ Date when family member started receiving new income: \_\_\_\_\_

**If the new income is from employment, complete the following:**  
Employer: \_\_\_\_\_ Employer address: \_\_\_\_\_  
Employer phone: \_\_\_\_\_ Employment starting date: \_\_\_\_\_

**PLEASE ENCLOSE A SIGNED, DATED STATEMENT FROM EMPLOYER TO VERIFY STARTING DATE AND WAGES.**

**B. INCREASE OR DECREASE IN CURRENT INCOME:**  
Name of family member with change: \_\_\_\_\_ Type of income (ex: wage, child support, SS, SSI, etc.) \_\_\_\_\_  
Increase \_\_\_ Decrease [Please check one] New amount received: \_\_\_\_\_ How often received: \_\_\_\_\_  
Date when the increase/decrease started: \_\_\_\_\_  
If this change is regarding Child Support Please Sign so YHRC is able to verify your child support payment history with the appropriate agency  
I give my consent for YHRC to verify my Child Support Payment History. Signature: \_\_\_\_\_

**If this change is due to employment, complete the following:**  
Employer: \_\_\_\_\_ Supervisor's name: \_\_\_\_\_  
Employer address: \_\_\_\_\_ Employer phone: \_\_\_\_\_

**C. TERMINATION OF INCOME:**  
Name of family member with change: \_\_\_\_\_ Type of income that terminated (wage, child support, SS, SSI, etc.) \_\_\_\_\_  
Information is due to loss of employment, complete the following:  
Employer: \_\_\_\_\_ Employer address: \_\_\_\_\_  
Employer phone: \_\_\_\_\_ Last date of employment: \_\_\_\_\_

**PAGE 1**

**D. CHANGE OF FAMILY MEMBERS:**  
Family members who have moved in or out of the household:  
Legal Name, Relation, Age, Sex, Birthdate, and Birthplace  
1. \_\_\_\_\_ SSN: \_\_\_\_\_  
2. \_\_\_\_\_ SSN: \_\_\_\_\_  
3. \_\_\_\_\_ SSN: \_\_\_\_\_  
Date moved in: \_\_\_\_\_ Date moved out: \_\_\_\_\_

**E. CHANGE OF CHILDCARE COSTS:**  
Have the following childcare costs:  
Name of childcare provider: \_\_\_\_\_  
Address of childcare provider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Amount of childcare cost: \_\_\_\_\_ How often paid: \_\_\_\_\_  
Name of childcare provider for: \_\_\_\_\_  
Amount of childcare insurance, if any: \_\_\_\_\_  
If you no longer pay childcare costs Date last paid for childcare: \_\_\_\_\_

**[Supply the appropriate documents for the change(s)] Signatures constitute consent for Yankton Housing & Redevelopment Commission to contact any agencies, organizations, offices, or individuals necessary to verify any information needed for my/our participation in the housing assistance programs.**

**COMMENT SECTION (For office use only):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Employee Initials: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Signature of who it Change: \_\_\_\_\_  
5/20/21  
**PAGE 2**

# Continued

- **Use your unit as your only source of residency, for you and pre-approved household members only.**
- **No unauthorized individuals may reside at this unit.**
- **Comply with your lease agreement.**
- **Make any utility payments not included in the rent. (If the utilities are not maintained, you could be terminated from this program, and evicted from your unit)**
- **Notify other welfare offices of any rental changes. (Your household will receive letters notifying you of your rent obligation, those should be used to verify your rent costs to other agencies)**

# Continued

- **Notice to Vacate: Give a written 30-day notice to both YHRC and your landlord BEFORE or on the first of the month. (Email is acceptable for YHRC.)**
- **Notify YHRC if you have plans to be temporarily absent from your unit longer than two-weeks. (This ensures the landlord and YHRC that you or your household haven't abandoned the property.)**
- **Refrain from any drug-related or criminal activities, including violent criminal activities. Not following this rule, would put your voucher at risk. YOU are also responsible for ALL of you guests. If any of your guests causes issues, YOUR voucher could be at risk.**

# Reasons for possible termination of assistance from the HCV program

- **Not reporting ANY household changes within 10 days.**
- **Moving someone into your unit, unapproved by both YHRC and your landlord.**
- **Not paying your utility bills on time.**
- **Not paying rent on time.**
- **Abandoning the property.**



# Continued

- **Repeated lease violations.**
- **Damage to unit, current or past.**
- **Repeated criminal activity.**
- **Fraud. (Remember this is a Federal program, so any fraud you commit is considered Federal Fraud.)**
- **Owing a Federally Funded or Federally Subsidized property money. (With no repayment plan, or being behind on your repayment plan.)**
- **Violent activity, especially when the police are called.**
- **Repeated violations of YHRC or HUD rules.**

# How to request a hearing, if you were terminated from the HCV program

- If you are terminated from the HCV program, a detailed letter explaining the reason(s), will be sent to you.
- If you have taken care of the reason(s) you were being terminated, please provide proof along with your request for a hearing.
- To request a hearing, it must be done within 10 days from the date of the letter, in **WRITING** to the YHRC office. This can be mailed, faxed, or put in the secure drop box outside the YHRC office.

# Before signing a lease, please consider these suggestions

- Read the entire contract and ask questions or obtain a legal opinion about unclear provisions.
- Do not move in or pay rent before lease is signed. Ask for changes. If tenants dislike certain provisions in the lease, they have the right to ask the landlord to amend the lease with written changes. However, if a landlord refuses, which they have a right to do, a tenant must decide whether to sign the lease. If changes are made, both the tenant and landlord should initial the changes.
- Do not rely on verbal statements. All promises and agreements should be in writing for your protection.
- Make sure all the blanks are filled or drawn through if they do not apply and the date is correct before signing.
- It is possible to make changes in a lease if they are agreed upon by both the landlord and the tenant.
- Either delete the agreed upon change by drawing a line through it or add the desired clause to both the landlord

# Inspect the unit

- **Prospective tenants should be allowed to see the rental unit before they put any money down.**
- **Tenants should also be allowed to inspect the appliances, electrical system, plumbing, heating and lights as well as locks and windows.**
- **Prospective tenants may, if they choose, make a list of any problems they discover, and may request that the landlord sign the list before the potential tenants sign a lease.**
- **This will assist in determining contested damages by the tenant during moving out inspections.**

# Continued

- **If you rent or lease a house, apartment, mobile home or storage space, you are a tenant.**
- **A tenant must pay their rent on time. Late payment or nonpayment of rent is the most common reason for eviction.**
- **A tenant must repair all damage to the premises caused by his or her ordinary negligence or that of their family, guests or pets (excludes ordinary wear and tear).**
- **Tenants must use ordinary care to preserve the premises in a good and safe condition and are responsible for the actions of their family, guests and pets within the premises or grounds.**

# How to requested repairs from your landlord

- **All repair requests need to be presented to your landlord FIRST.**
- **After a few days, please try to re-reach out to them. (Please give them at least two days to respond, during the work week.)**
- **If the items aren't fixed within two-weeks, and there hasn't been any communication about a plan for the repairs, please contact YHRC staff.**
- **If you reach out to YHRC staff, please have a detailed list of the times and dates you contacted your landlord. If you are able to email pictures of any issues, please do so.**
- **If there is a health or safety issue, please contact YHRC as quickly as possible.**

# Health and safety concerns

- **Mold anywhere inside the unit.**
- **Outside doors that don't work, or don't lock properly.**
- **Excessive trash around the outside of the perimeter of the unit or building. (Which wasn't caused by your household.)**
- **Flood damage, even if the flooding is still occurring.**
- **Garage doors stuck open, resulting in your unit not being secure.**
- **Broken pipes inside or outside the unit, resulting in severe water damage.**
- **Collapsed or broken roof.**

# Landlord & tenant disputes information

- **Please document each date and time you contact your landlord, with a list of the reasons for the contact.**
- **Please remember, your landlord is renting his/her unit to you, so be respectful. (This is a privilege.)**
- **Speak in a calm manner, professional manner with your landlord.**
- **Be understanding of other their time, they probably have more than one rental property.**
- **Please give your landlord time to resolve any issues or concerns, before contacting YHRC.**

# Ten tips for tenants

- **Bring your paperwork.** The best way to win over a prospective landlord is to be prepared. To get a competitive edge over other applicants, bring the following when you meet the landlord: a completed rental application; written references from landlords, employers, and colleagues; and a current copy of your credit report.
- You can order your credit report by mail, phone, or online at [www.annualcreditreport.com](http://www.annualcreditreport.com) or directly from the websites of the three major national credit bureaus:
  - Equifax: [www.equifax.com](http://www.equifax.com)
  - Experian: [www.experian.com](http://www.experian.com)
  - TransUnion: [www.transunion.com](http://www.transunion.com)
- **Review the lease.** Carefully review all of the conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable -- for example, restrictions on guests, pets, design alterations, or running a home business. For help reviewing your lease or rental agreement, see [Signing a Lease or Rental Agreement FAQ](#).
- **Get everything in writing.** To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understandings. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.
- **Protect your privacy rights.** Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them. For more information, see [Tenants' Rights to Privacy and Repairs FAQ](#).

# Continued

- **Demand repairs.** Know your rights to live in a habitable rental unit -- and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water, and electricity; and clean, sanitary, and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent. For more information, see the article [Renters' Rights to Minor Repairs](#).
- **Talk to your landlord.** Keep communication open with your landlord. If there's a problem -- for example, if the landlord is slow to make repairs -- talk it over to see if the issue can be resolved short of a nasty legal battle. [Resolving Landlord-Tenant Disputes FAQ](#) provides some advice.
- **Purchase renters' insurance.** Your landlord's insurance policy will not cover your losses due to theft or damage. Renters' insurance also covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness. Renters' insurance typically costs \$350 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters; if you don't need that much coverage, there are cheaper policies. For more information about renters' insurance, see the article [Renters: Protect Yourself From Crime](#).
- **Protect your security deposit.** To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions. When you move in, do a walk-through with the landlord to record existing damage to the premises on a move-in statement or checklist. For more information, see the article [Protect Your Security Deposit When You Move In](#).
- **Protect your safety.** Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal, and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you. For more information on this subject, see the article [Renters: Protect Yourself From Crime](#).

# Continued

- Learn more about how to protect yourself from crime -- and get your landlord to intervene if necessary -- in Every Tenant's Legal Guide, by Janet Portman and Marcia Stewart (Nolo). This book also covers important steps you can take in inspecting a place to live, negotiating a lease or rental agreement, getting your security deposit back, and more.
- Deal with an eviction properly. Know when to fight an eviction notice -- and when to move. If you feel the landlord is clearly in the wrong (for example, you haven't received proper notice, the premises are uninhabitable), you may want to fight the eviction. But unless you have the law and provable facts on your side, fighting an eviction notice can be short-sighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and your ability to easily rent from future landlords. For more information on eviction, see the Renters' & Tenants' Rights area of Nolo's website.
- Landlord-tenant disputes are a common occurrence in the renting process. Many of these disputes can be avoided if landlords and tenants are aware of their rights and responsibilities. The Attorney General's role in landlord-tenant disputes is limited. We are not authorized by law to provide legal advice or private legal services to individual citizens.
- The rights and duties of landlords and tenants in South Dakota are spelled out in federal law, state statutes, local ordinances, safety and housing codes, common law, contract law and a number of court decisions. These responsibilities can vary from place to place around the state. Tenants in federal housing and other forms of subsidized housing may have additional rights under federal law not covered in this summary. Those tenants should check their leases for further information regarding federal statutes or mandates.
- The local building inspector or state or local health department, are the authorities to contact if your complaint relates to the health or safety of tenant(s). The name, address, and telephone number of those organizations can be found in your local telephone book under city, county or state government. If you feel your grievance merits legal action, we suggest that you consult with a private attorney regarding the merit of your case. You also have the option of using small claims court. Additional information about this procedure is available from the Clerk of Courts office located at your county courthouse.

# Quiet Enjoyment

- **A tenant has the right to possession and "quiet enjoyment" of the property he or she is renting -that is, to be free from unreasonable interference by the landlord or other persons.**
- **The landlord has the right to make a reasonable inspection, but only with a prior 24-hour notice to the tenant and at a reasonable time. Only in the event of an emergency may a landlord lawfully enter your apartment without notice to you.**
- **If it is impossible for you and your landlord to arrange a time they can come over, you may need to leave your key with a friend or relative or let the landlord make repairs when you are gone. If your time schedule forces your landlord to pay more for repairs (such as having to pay weekend rates to a plumber who could have come over during working hours) that cost could be passed on to the tenant.**
- **Also, if the landlord is selling your rental unit, real estate agents are subject to the same rules about entering your property as your landlord.**
- **If a tenant continues to refuse reasonable entry to a landlord, the landlord can get a court order allowing entry or evicting the tenant and recovering actual money losses.**

# Habitability: right to repair

- A landlord is required to keep rental premises in reasonable repair and fit for human habitation (except for damage caused by the tenant). This includes maintaining all electrical, plumbing and heating systems in a good and safe working order. This warranty of habitability cannot be waived or modified by the parties to the rental agreement. The parties, however, can agree to hold the tenant responsible for certain repairs instead of rent.
- When the landlord fails to repair the tenant's dwelling, the tenant may pursue either of two remedies. The first is to vacate the premises, in which case the tenant will be discharged from all further obligations under the lease. The second is to have the tenant make the repairs on his or her own, in which case the tenant may deduct the expense of the repairs from the rent.
- These measures must be strictly followed. A tenant may wish to speak with a private attorney or legal aid office for advice before proceeding. Before the tenant can take either of these measures, he or she must give the landlord notice of the repairs that are needed, wait a reasonable length of time and act only when the landlord neglects to do so.
- This notice to the landlord should always be in writing, should state the repairs needed, and should give a specific reasonable deadline for making the repairs. You may need proof that you requested repairs if there is a dispute.

# Notice of entry

- **The landlord has the right to make a reasonable inspection, but only with a prior 24-hour notice to the tenant and at a reasonable time. Only in the event of an emergency may a landlord lawfully enter your apartment without notice to you.**
- **For more information, see SDCL 43-32-32**

# Landlord rights & responsibilities

- **The responsibilities of the landlord are to keep the premises in habitable condition, and leave the tenant to the quiet enjoyment of the property.**
- **The landlord has the right to the rent money (provided premises have been kept in good condition) and also the right to the premises, in good condition, after the rental period has ended.**
- **The landlord may also have other rights, as provided by a written rental agreement. A landlord has certain rights under certain circumstances, including the right to require a security deposit and the right to evict a tenant.**
- **A landlord may neither lock out a tenant nor interrupt the services, such as electric, gas, water or other essential services. Doing so could subject the landlord to damages of two (2) months free rent and return of any advance rent and deposit paid to the landlord.**

# Eviction

- **The only lawful way to evict a tenant is for the landlord to obtain a court order signed by the circuit court or magistrate judge.**
- **This is obtained in a lawsuit called a "Forcible Entry and Detainer" action. After giving a three-day notice, a landlord can secure a court order. to have a tenant evicted if:**
  - **The person by force, intimidation, or fraud, goes onto the property of someone else that has rightful possession and takes over the possession.**
  - **Or if they entered the property peacefully but by force, menace, or threat of violence, keeps possession of the property.**

# Continued

- **The tenant is in unlawful possession of the landlord's property (by remaining on the property after the expiration of a rental agreement or failing to pay rent for more than three days after it is due).**
- **The tenant substantially damages the premises.**
- **The tenant does or fails to do something which, under the terms of the lease, is identical to cancellation. A tenant must be given three (3) days notice to vacate before a Forcible Entry or Detainer action can be commenced by a landlord.**
- **If the tenant refuses to move after three (3) days, the landlord can then file a lawsuit (Forcible Entry and Detainer) for eviction.**

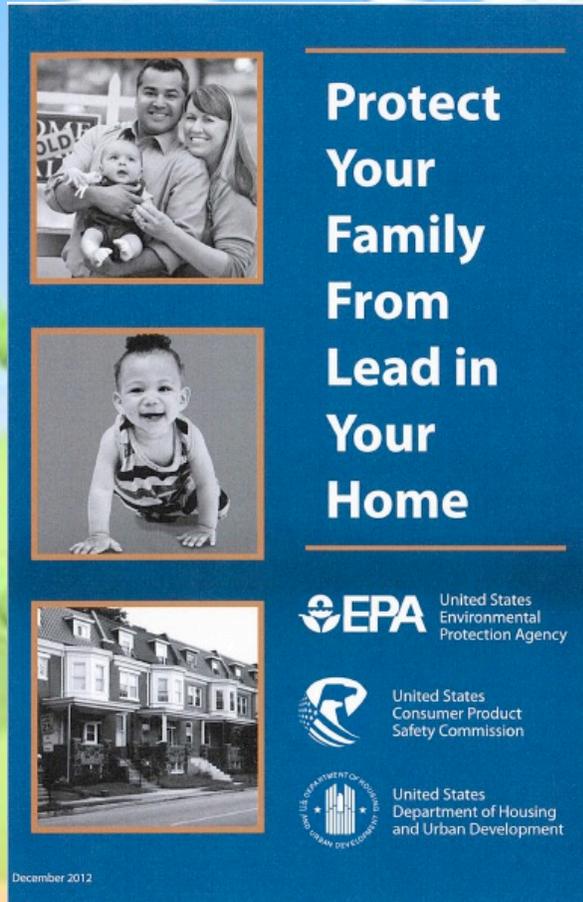
# Quick contact reference guide

- **Dakota Plains Legal Services PO Box 727 Mission SD 57555-0727 Phone: 605-658-2297 or 605-856-4444**
- **Branch Offices in Eagle Butte, Fort Thompson, Pine Ridge, Rapid City & Sisseton.**
- **East River Legal Services 335 N Main Ave #300 Sioux Falls SD 57104 Phone: 605-336-9230 or 1-800-952-3015**
- **SD Lawyer Referral Services (SD State Bar Assoc) 222 E Capitol Pierre SD 57501 Phone: 605-224-7554 or 1-800-952-2333**

# Questions to ask before renting

- **How expensive is rent? Can I afford it?**
- **Does rent include utilities such as water/sewer, heat, garbage or even cable?**
- **If utilities are not included, what do they typically cost in the summer & winter months?**
- **What day is rent due & is there a grace period?**
- **If pets are accepted, what is the deposit amount & is it refundable?**
- **Do I have to pay for the apartment to be professionally cleaned (such as carpets, blinds or oven) when I move out?**
- **Does the landlord require you to purchase renters insurance?**
- **If renting a single-family home, who is responsible for mowing the grass & the snow removal?**
- **Do you have assigned parking?**
- **Is smoking allowed?**
- **Can a satellite dish be installed?**
- **Can you hang things on the walls? If so, do you have to patch the holes & paint before moving out?**

# Before renting or buying a pre-1978 home or apartment, federal law requires:



**Protect  
Your  
Family  
From  
Lead in  
Your  
Home**

 United States  
Environmental  
Protection Agency

 United States  
Consumer Product  
Safety Commission

 United States  
Department of Housing  
and Urban Development

December 2012

- Sellers must disclose known information on lead-based paint or lead based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect.
- Leases must include a specific warning statement about lead-based paint.

# Simple Steps to Protect Your Family from Lead Hazards

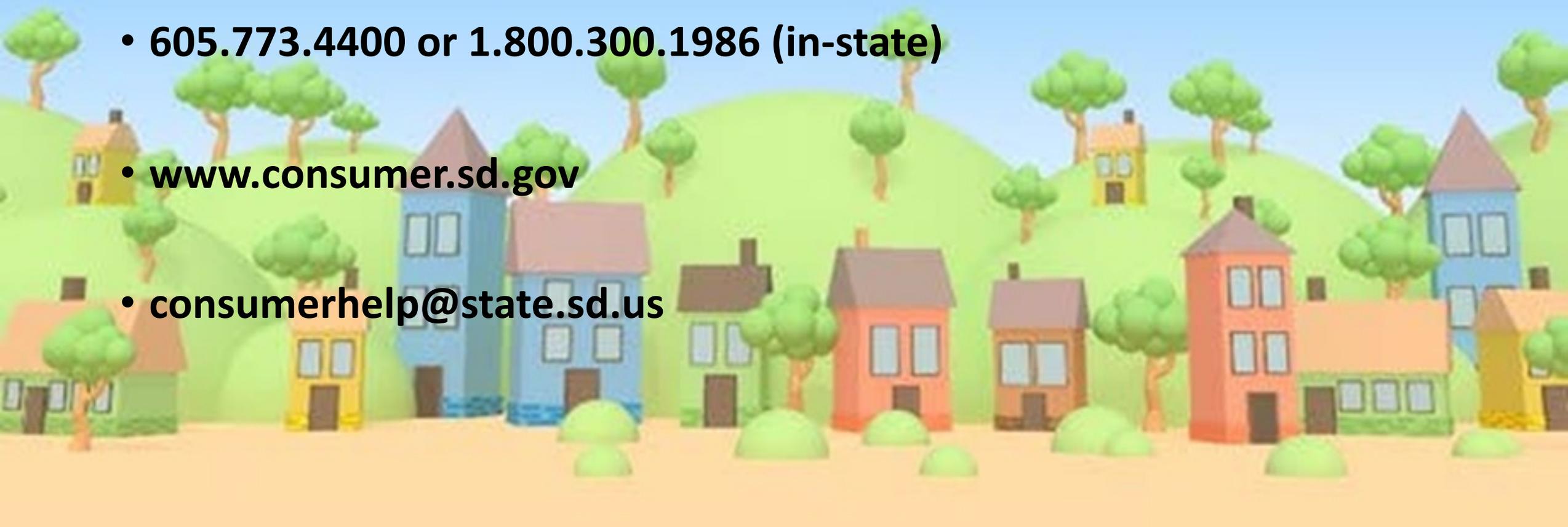
- **Don't try to remove lead-based paint yourself.**
- **Always keep painted surfaces in good condition to minimize deterioration.**
- **Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).**
- **Talk to your landlord about fixing surfaces with peeling or chipping paint.**
- **Regularly clean floors, window sills, and other surfaces .**

# U. S. Environmental Protection Agency (EPA) Regional Offices

- **The mission of EPA is to protect human health and the environment.**
- **Your Regional EPA Office can provide further information regarding regulations and lead protection programs.**
- **Region 8 Regional Lead Contact U.S. EPA Region 8 1 595 Wynkoop St.  
Denver, CO 80202 (303) 31 2-6966**

# Division of Consumer Protection

- **1302 E Hwy 14 Ste 3, Pierre SD 57501**
- **605.773.4400 or 1.800.300.1986 (in-state)**
- **[www.consumer.sd.gov](http://www.consumer.sd.gov)**
- **[consumerhelp@state.sd.us](mailto:consumerhelp@state.sd.us)**



# Consumer Product Safety Commission (CPSC)

- **The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement.**
- **Contact CPSC for further information regarding consumer product safety and regulations.**
- **CPSC 4330 East West Highway Bethesda, MD 20814-4421**
- **1-800-638-2772 [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)**

# U. S. Department of Housing and Urban Development (HUD)

- HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.
- Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule which protects families in pre-1978 assisted housing and the lead hazard control.
- HUD.gov
- 451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698

# Are you a victim of Housing Discrimination?

- Where to mail your form or inquire about your claim:
- **ROCKY MOUNTAINS OFFICE Fair Housing Hub U.S. Dept. of Housing and Urban Development 1670 Broadway Denver, CO 80202-4801**
- Telephone (303) 672-5437 or 1-800-877-7353
- E-mail: [Complaints\\_office\\_08@hud.gov](mailto:Complaints_office_08@hud.gov)
- To file electronically, visit: [www.hud.gov](http://www.hud.gov)
- If you feel you have been discriminated against, please contact YHRC office right away. (We will work with you to get things resolved.)

# It is unlawful to discriminate in Housing based on these factors:

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

# Under the Fair Housing Act, it is against the law to:

- Refuse to rent to you or sell you housing.
- Tell you housing is unavailable when in fact it is available.
- Show you apartments or homes only in certain neighborhoods.
- Set different terms, conditions, or privileges for sale or rental of a dwelling.
- Deny you property insurance.
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner.
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights.

# Closing

- **Thank you for reading this important information!**
- **Please sign & date your Briefing Checklist and return to the office.  
(Email is okay, if it is a clear picture.)**
- **If you have any questions please contact the office at 605-668-5256.**
- **YHRC is looking forward to working with you!**