

Landlord-Tenant - Lease

THE LEASE

What is a written lease?

Written leases usually state the most important terms of a rental agreement, including the length of the rental period, the amount of rent, and the notice necessary to end the lease. Tenants need to read each word of any paper he/she signs. Make sure it states the terms of the lease to which the tenant and landlord agreed. The tenant needs to decide if he/she is willing to rent the unit under the lease's terms. If the tenant has questions, they need to ask the landlord or see an attorney. If the tenant does not like the answers or does not like the lease, he/she can refuse to rent the unit or get the landlord to change the lease before it is signed. Generally any changes in the terms of the lease must be initialed by both the landlord and the tenant to be effective. The tenant should be sure to keep a copy of the lease in a safe place, where it can be found when needed.

How do oral (unwritten) leases work?

Sometimes, there is no written lease. Then the rental period runs for the period of time for which the rent is paid. If no rental period is stated in a written lease, this also applies. For example, if rent is paid once a month, then the lease is on a "month-to-month" basis. This means that the tenant must give the landlord one month's notice prior to moving out, and the landlord must give the tenant one month's notice in order to end the lease and have the tenant move.

How can a landlord change the lease?

Under a month-to-month tenancy agreement, the landlord may, upon giving notice in writing at least thirty days before the expiration of the month, modify the terms of the lease (such as increase rent) to take effect at the expiration of the month. The

tenant may refuse to agree with the change and move from the premises. To do so, the tenant may terminate the lease effective the first day of the next month by providing notice of termination to the landlord within fifteen (15) days of receipt by the tenant of the notice of modification.

Can the landlord enter the unit?

Generally, the landlord may lawfully enter the rental unit without giving notice to the tenant in the event of an emergency. The landlord has the right to make an inspection of the rental unit at a reasonable time, but only after reasonable notice is given to the tenant. "Reasonable notice" is generally considered to be 24 hours in advance of entry into the rental.

Additional Resources

South Dakota Consumer Protection - [Landlord/Tenant Information](#)

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[Housing Landlord/Tenant Rights](#)

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[Table of Contents](#)