

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 48-A

HOUSING STANDARDS

Section 48-A:14

48-A:14 Minimum Standards Established. – No landlord, as defined by RSA 540-A:1, I, renting or leasing a residential dwelling in a municipality which has not adopted ordinances, codes or bylaws pursuant to this chapter shall maintain those rented premises in a condition in which:

- I. The premises are infested by insects and rodents where the landlord is not conducting a periodic inspection and eradication program;
 - I-a. The premises are infested by bed bugs and the landlord is not conducting a periodic inspection and remediation program. In this paragraph "remediation" means action taken by the landlord that substantially reduces the presence of bed bugs in a dwelling unit for a period of at least 60 days;
- II. There is defective internal plumbing or a back-up of sewage caused by a faulty septic or sewage system;
- III. There are exposed wires, improper connectors, defective switches or outlets or other conditions which create a danger of electrical shock or fire;
- IV. The roof or walls leak consistently;
- V. The plaster is falling or has fallen from the walls or ceilings;
- VI. The floors, walls or ceilings contain substantial holes that seriously reduce their function or render them dangerous to the inhabitants;
- VII. The porches, stairs or railings are not structurally sound;
- VIII. There is an accumulation of garbage or rubbish in common areas resulting from the failure of the landlord to remove or provide a sufficient number of receptacles for storage prior to removal unless the tenant has agreed to be responsible for removal under the rental agreement and the landlord has removed all garbage at the beginning of the tenancy;
- IX. There is an inadequate supply of water or whatever equipment that is available to heat water is not properly operating;
- X. There are leaks in any gas lines or leaks or defective pilot lights in any appliances furnished by the landlord; or
- XI. The premises do not have heating facilities that are properly installed, safely maintained and in good working condition, or are not capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least an average of 65 degrees F.; or, when the landlord supplies heat in consideration for the rent, the premises are not actually maintained at a minimum average room temperature of 65 degrees F. in all habitable rooms.

Source. 1979, 305:7, eff. Aug. 21, 1979. 2013, 48:2, eff. Jan. 1, 2014.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Prohibited Practices

Section 540-A:1

540-A:1 Definitions. – As used in this subdivision:

I. "Landlord" means an owner, lessor or agent thereof who rents or leases residential premises including manufactured housing or space in a manufactured housing park to another person.

II. "Tenant" means a person to whom a landlord rents or leases residential premises, including manufactured housing or a space in a manufactured housing park.

III. "Premises" means the part of the landlord's property to which the tenant is entitled exclusive access for living or storage as a result of the rental or lease agreement.

Source. 1979, 305:1. 1985, 100:3, eff. July 9, 1985.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Prohibited Practices

Section 540-A:2

540-A:2 General Prohibition. – No landlord shall willfully violate a tenant's right to quiet enjoyment of his tenancy or attempt to circumvent lawful procedures for eviction pursuant to RSA 540. No tenant shall willfully damage the property of the landlord or prevent completion of necessary repairs or willfully deny tenants their right to quiet enjoyment of their tenancies.

Source. 1979, 305:1, eff. Aug. 21, 1979.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Prohibited Practices

Section 540-A:3

540-A:3 Certain Specific Acts Prohibited. –

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

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

[Paragraph II-a effective January 1, 2016.]

II-a. Notwithstanding paragraph II, and subject to the notice requirements of paragraph II-b:

(a) A landlord may remove, at the expense of the item's owner, any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster.

(b) A landlord may remove, at the expense of the item's owner, any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard.

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

[Paragraph II-b effective January 1, 2016.]

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows:

(a) In cases under RSA 540-A:3, II-a(a), prior to removal of the item the landlord shall make such efforts to notify the tenant who owns or possesses the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances. If there is an immediate threat to the health or safety of another tenant or person, no notice shall be required.

(b) In cases under RSA 540-A:3, II-a(b), the landlord shall provide written notice no fewer than 48 hours prior to removing the property by:

(1) Placing a written notice on the item; and

(2) If the landlord knows the identity of the tenant who owns or possesses the item, placing a

written notice on the door of such tenant's unit; or

(3) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex.

(c) In cases under RSA 540-A:3, II-a(c), the landlord shall provide the following notices to the tenant prior to removing the property:

(1) First notice, at least 7 days prior to removal of the item, by:

(A) Placing a written notice on the item; and

(B) If the landlord knows the identity of the tenant who owns or possesses the item, placing a written notice on the door of such tenant's unit; or

(C) If the landlord does not know the identify of the tenant who owns or possesses the item, placing a written notice in a conspicuous location in one common area of each building in the apartment complex; and

(2) Final notice, at least 24 hours, but not more than 48 hours, prior to removal of the item, by:

(A) Placing a written notice on the item; and

(B) If the landlord knows the identity of the tenant who owns or possess the item, placing a written notice on the door of such tenant's unit; or

(C) If the landlord does not know the identity of the tenant who owns or possesses the item, placing a notice in a conspicuous location in one common area of each building in the apartment complex.

[Paragraph II-c effective January 1, 2016.]

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

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

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

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

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

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

V-b. No tenant shall willfully refuse the landlord access to the premises to:

(a) Make emergency repairs as authorized in paragraphs IV and IV-a of this section; and

(b) Evaluate whether bedbugs are present after the landlord has received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit that is directly above or below the premises, provided the landlord gives the tenant 48 hours written notice of his or her need to enter

the premises to evaluate whether bed bugs are present.

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

V-d. Notwithstanding any other provision of this chapter, a landlord may only enter a tenant's dwelling unit without the consent of the tenant:

(a) To make emergency repairs pursuant to paragraphs IV and IV-a; or

(b) If the landlord has obtained an order authorizing the entry from a court of competent jurisdiction pursuant to RSA 540-A:4.

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

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

Source. 1979, 305:1. 1991, 373:2, eff. Jan. 1, 1992. 1998, 25:8. 2001, 277:2. 2003, 271:1, eff. Jan. 1, 2004. 2011, 247:1, eff. Jan. 1, 2012. 2013, 48:4, 5, eff. Jan. 1, 2014. 2015, 225:1, eff. Jan. 1, 2016.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Prohibited Practices

Section 540-A:4

540-A:4 Remedies. –

I. All district courts shall have concurrent jurisdiction with the superior court to enforce the provisions of RSA 540-A:2 and RSA 540-A:3.

II. Any tenant or landlord may seek relief from a violation of RSA 540-A:2 or RSA 540-A:3 by filing a petition in the district or county where the rental premises are located.

III. No filing fee shall be charged for a petition under paragraph II, and the plaintiff may proceed without legal counsel. Either a peace officer or the sheriff's department shall serve process under this section and the cost of such service shall be billed as directed by the court pursuant to paragraph X. Any proceeding under this subdivision shall not preclude any other available civil or criminal remedy.

IV. The clerks of the district courts shall supply forms for petitions for relief under this subdivision designed to facilitate proceedings.

V. The findings of facts shall be final but questions of law may be transferred to the supreme court in the same manner as from the superior court.

VI. The court shall hold a hearing within 30 days of the filing of a petition under paragraph II or within 10 days of service of process upon the defendant, whichever occurs later.

VII. Upon a showing of a violation of RSA 540-A:2 or RSA 540-A:3, I, II, or III, the court shall grant such relief as is necessary to protect the rights of the parties. Such relief may include:

(a) An order prohibiting the defendant from continuing the activity or activities which violate RSA 540-A:2 or RSA 540-A:3; and

(b) An award of damages to the plaintiff for the violations of RSA 540-A, breach of warranty of habitability, breach of the covenant of quiet enjoyment or any other claim arising out of the facts alleged in the plaintiff's petition.

VIII. Upon the showing of an immediate threat of irreparable harm, the court may issue such temporary orders as it deems necessary to protect the parties with or without actual notice to the defendant. If temporary orders are made ex parte, the party against whom such relief is issued may file a written request with the clerk of the court and request a hearing on such request. Such hearing shall be held no later than 5 days after the request is received by the clerk. Such hearings may constitute the final hearing described in paragraph VI.

IX. (a) Any landlord or tenant who violates RSA 540-A:2 or any provision of RSA 540-A:3 shall be subject to the civil remedies set forth in RSA 358-A:10 for the initial violation, including costs and reasonable attorney's fees incurred in the proceedings. Each day that a violation continues after issuance of a temporary order shall constitute a separate violation.

(b) Notwithstanding the provisions of subparagraph (a), a landlord who violates RSA 540-A:3, VII shall be subject only to an award of actual damages, plus costs and reasonable attorneys fees.

(c) The provisions of subparagraph (a) shall not apply to petitions brought in good faith by a

landlord or a tenant to determine whether a request for entry under RSA 540-A:3, V is reasonable and lawful.

(d) The provisions of subparagraph (a) shall not apply to any violation of 540-A:3, V-a, V-b, or V-c.

(e) Landlord damages for any unlawful dispossession or lock-out of a tenant from the premises where the landlord has re-let the premises or has a new tenant in the premises shall not be less than \$3,000. In the event the damages exceed the \$3,000 minimum, the award shall not exceed the amount that would have been awarded pursuant to subparagraph (a).

X. If an action initiated under RSA 540-A:3 is found to be frivolous or brought solely for harassment, the plaintiff shall pay to the defendant the costs of said action including reasonable attorney's fees. If such frivolous action was brought by the tenant, he shall not be entitled to the protection of paragraph XI of this section.

XI. No action for possession may be maintained by the landlord against a tenant who proves a violation of RSA 540-A:3 except for nonpayment of rent, violation of a substantial obligation of the rental agreement or lease, or violation of this subdivision within 6 months of an action instituted under this subdivision by a tenant; nor shall the landlord take any other action in reprisal.

XII. Relinquishment of possession or abandonment of possession shall be an affirmative defense to an action brought pursuant to this chapter.

(a) Relinquishment of possession occurs when the landlord receives a statement signed by each adult tenant of a rented or leased premises stating that the tenant has relinquished possession of the rented or leased premises and has no intent to return.

(b) Abandonment of possession means all tenants have physically vacated the premises without the intent to return. There shall be a rebuttable presumption that the tenants have abandoned the premises if:

(1) The landlord provided all tenants with a written property abandonment notice, by leaving the notice at the rented or leased premises and by sending the notice by certified mail to the last known address of at least one adult tenant. The property abandonment notice shall also comply with subparagraph (d); and

(2) At least 2 of the following conditions were present:

(A) All adult tenants of the rented or leased premises have notified the landlord in writing of their intent to vacate the premises by a certain date and that date has passed, provided that the written notice of one adult tenant who has lawful possession to the premises pursuant to an order under RSA 173-B shall suffice.

(B) All keys to the rented or leased premises have been returned to the landlord, which shall include leaving all keys in the rented or leased premises.

(C) The tenant or tenants have removed from the rented or leased premises all or the majority of their personal property, and the only items remaining in the premises are inconsistent with the continued use of the premises.

(D) The tenant or tenants have failed or neglected to pay rent for the rented or leased premises for a period of more than 91 days, provided that during those 91 days the landlord, if requested to do so, provided ordinary and reasonable verification of rental information to any agency assisting the tenant or tenants, and that the landlord did not refuse to accept payment on behalf of the tenant or tenants by any agency offering assistance.

(c) The defense of abandonment does not abrogate the landlord's duty under RSA 540-A:3, VII to maintain and exercise reasonable care in the storage of the personal property of tenants who have vacated the premises for a period of 7 days after the date upon which such tenants have vacated the rented or leased premises. The 7 days shall begin the day after the landlord serves the written property abandonment notice.

(d) In providing the property abandonment notice required under subparagraph (b), the landlord

shall use conspicuous language identifying, with specificity, the reasons the landlord deems the property abandoned. The notice shall also advise the tenant or tenants of their right to retrieve any personal property as well as their right to file an action under RSA 540-A. The notice must be signed by the landlord, or the landlord's agent. The use of the following notice language, in at least 12-point type, shall be deemed sufficient notice language:

NOTICE OF PROPERTY ABANDONMENT

This residence, known as _____, has been abandoned. I certify that, on this date, the property is believed to have been abandoned for the following circled reasons:

- (1) You notified me in writing that you intended to vacate the premises.
- (2) You have returned your keys to the premises.
- (3) You have removed from the premises all or the majority of your personal property, and the only items remaining in the premises are inconsistent with the continued use of the premises.
- (4) You have failed or neglected to pay rent for the premises for a period of more than 91 days.

Because you have abandoned the premises, we will retake possession of this property and the locks may be changed. We will store your personal property for 7 days from the date of the notice, and you have a right to get your personal property during that time.

If you disagree with any action we take, you should notify us immediately. You are also entitled to file what is called a "540-A petition" at your nearest court. You may have other additional legal rights as well.

Signed: _____ Date: _____
 Landlord's or Landlord's Agent's Mailing Address: _____
 Landlord's or Landlord's Agent's Telephone Number: _____

Source. 1979, 305:1. 1985, 100:4, 5. 1990, 218:1. 2003, 271:2, eff. Jan. 1, 2004. 2010, 116:1, eff. June 1, 2010. 2011, 247:2, eff. Jan. 1, 2012. 2013, 48:8, 237:1, 2, eff. Jan. 1, 2014.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Security Deposits

Section 540-A:5

540-A:5 Definitions. – As used in this subdivision:

I. "Landlord" means a person and his or its employees, officers or agents who rents or leases to another person a rental unit, including space in a manufactured housing park as regulated by RSA 205-A and in manufactured housing, for other than vacation or recreational purposes. A person who rents or leases a single-family residence and owns no other rental property or who rents or leases rental units in an owner-occupied building of 5 units or less shall not be considered a "landlord" for the purposes of this subdivision, except for any individual unit in such building which is occupied by a person or persons 60 years of age or older.

II. "Security deposit" means all funds in excess of the monthly rent which are transferred from the tenant to the landlord for any purpose.

III. "Tenant" means any person who rents or leases residential premises owned by another, including space in a manufactured housing park regulated by RSA 205-A and in manufactured housing, for other than vacation or recreational purposes.

IV. "Rental unit" means each separate part of any residential premises which has full facilities for habitation, including contiguous living, sleeping, kitchen and bathroom facilities, which is held out for rental by the landlord.

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

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Security Deposits

Section 540-A:6

540-A:6 Procedure. –

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

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

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

II. (a) Security deposits held by a landlord continue to be the money of the tenant and shall be held in trust by the person with whom such deposit is made and shall not be mingled with the personal moneys or become an asset of the landlord until the provisions of RSA 540-A:7 are complied with, but may be disposed of as provided in RSA 540-A:6, III.

(b) A landlord may mingle all security deposits held by him in a single account held in trust for the tenant at any bank, savings and loan association or credit union organized under the laws of this state in satisfaction of the requirements of RSA 540-A:6, II(a).

(c) A bond written by a company located in New Hampshire and posted with the clerk of the city or town in which the residential premises are located in an amount equivalent to the total value of a security deposit held by the landlord on property in that city or town shall exempt the landlord from the provisions of RSA 540-A:6, II(a) and (b).

III. (a) Any landlord who holds a security deposit shall turn the security deposit over at the time of delivery of the deed or instrument of assignment, or within 5 days thereafter, or within 5 days after a receiver has been qualified, to one of the following:

- (1) his grantee upon conveying the premises in which the rental unit is located;
- (2) his assignee upon assigning his lease to the rental unit;
- (3) the receiver in a foreclosure action or other lien of record affecting the property in which the rental unit is located, upon the judicial appointment and qualification of the receiver; or
- (4) the purchaser at a foreclosure sale or other lien of record, if a receiver has not been

qualified, upon the conveyance to another person by the referee of the property in which the rental unit is located.

(b) The landlord shall notify the tenant by registered or certified mail of such turning over, including the name and address of the grantee, assignee, purchaser, or receiver who then holds the security deposit.

(c) Any landlord who turns over to his grantee, his assignee, a purchaser at a foreclosure sale, or the receiver in a foreclosure action the amount of such security deposit with interest due, if any, is thereby relieved of liability to the tenant for repayment of the deposit. The transferee of the security deposit is then responsible for the return of the security deposit to the tenant or licensee, unless, before the expiration of the term of the tenant's lease or licensee's agreement, he transfers the security deposit to another, pursuant to RSA 540-A:6, III(a) and gives the requisite notice pursuant to RSA 540-A:6, III(b). A receiver shall hold the security subject to its disposition as provided in an order of the court to be made and entered in the foreclosure action.

(d) RSA 540-A:6, III(c) shall not apply if there is an inconsistent agreement between the landlord and tenant or licensee.

IV. (a) A landlord who holds a security deposit for a period of one year or longer shall pay to the tenant interest on the deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date the landlord receives the deposit or from September 13, 1977, whichever is later. If a landlord mingles security deposits in a single account under RSA 540-A:6, II(b), the landlord shall pay the actual interest earned on such account proportionately to each tenant.

(b) Upon request, a landlord shall provide to the tenant the name of any bank, savings and loan association, or credit union where his security deposit is on deposit, the account number, the amount on deposit, and the interest rate on the deposit and shall allow the tenant to examine his security deposit records.

(c) Notwithstanding RSA 540-A:7, I, a tenant may request the interest accrued on a security deposit every 3 years, 30 days before the expiration of that year's tenancy. The landlord shall comply with the request within 15 days of the expiration of that year's tenancy.

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

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Security Deposits

Section 540-A:7

540-A:7 Return of Security Deposit. –

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

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

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

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540-A

PROHIBITED PRACTICES AND SECURITY DEPOSITS

Security Deposits

Section 540-A:8

540-A:8 Remedies. –

I. (a) Any landlord who does not comply with RSA 540-A:6, I, II or III shall be deemed to have violated RSA 358-A:2.

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

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

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

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

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540

ACTIONS AGAINST TENANTS

Section 540:1-a

540:1-a Definitions. – In this chapter:

I. "Nonrestricted property" means all real property rented for nonresidential purposes and the following real property rented for residential purposes:

(a) Single-family houses, if the owner of such a house does not own more than 3 single-family houses at any one time.

(b) Rental units in an owner-occupied building containing a total of 4 dwelling units or fewer.

(c) [Repealed.]

(d) Single-family houses acquired by banks or other mortgagees through foreclosure.

II. "Restricted property" means all real property rented for residential purposes, except those properties listed in paragraph I.

III. "Rental unit" means a suite of one or more rooms located within a single building rented by the owner to one or more individuals living in common for nontransient residential purposes.

IV. The term "tenant" or "tenancy" shall not include occupants or occupancy in the following places and the provisions of this chapter shall not apply to:

(a) Rooms in rooming or boarding houses which are rented to transient guests for fewer than 90 consecutive days. For purposes of this subparagraph, if the owner of the facility directs the occupant to move from one room to another in the same rooming or boarding house, or directs the occupant to move from one of the owner's rooming or boarding houses to another, the 90-day period for computing consecutive days of occupancy shall not be broken. Consecutive days of occupancy shall not include a voluntary move from one room to another if the move was made at the request of the occupant after the occupant has been notified of the exemption from tenancy under this subparagraph. Such request shall be in writing and shall include the following statement:

"I request a move from _____ to _____. I have received a copy of RSA 540:1-a, IV(a) and understand that any time I spent in the first room shall not apply toward the 90 consecutive days of occupancy required for tenancy under RSA 540."

(b) Rooms in hotels, motels, inns, tourist homes and other dwellings rented for recreational or vacation use.

(c) Rooms in student dormitories, nursing homes, hospitals and any other facilities licensed under RSA 151 or certified under RSA 126-A, convents, monasteries, asylums, or group homes.

(d) A single-family home in which the occupant has no lease, which is the primary and usual residence of the owner.

(e) Residential real estate under RSA 540-B.

(f) Vacation or recreational rental units under RSA 540-C.

(g) Residential units leased by a member of a fraternal or social organization that provides student housing for a postsecondary institution in a structure owned and operated by the fraternal or social organization.

Source. 1985, 249:1. 2001, 277:1. 2006, 312:2, eff. Jan. 1, 2007. 2010, 203:3, eff. Jan. 1, 2011. 2013, 61:3, eff. June 6, 2013; 253:1, eff. July 24, 2013. 2014, 93:1, eff. Aug. 10, 2014.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540

ACTIONS AGAINST TENANTS

Section 540:2

540:2 Termination of Tenancy. –

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

II. The lessor or owner of restricted property may terminate any tenancy by giving to the tenant or occupant a notice in writing to quit the premises in accordance with RSA 540:3 and 5, but only for one of the following reasons:

(a) Neglect or refusal to pay rent due and in arrears, upon demand.

(b) Substantial damage to the premises by the tenant, members of his household, or guests.

(c) Failure of the tenant to comply with a material term of the lease.

(d) Behavior of the tenant or members of his family which adversely affects the health or safety of the other tenants or the landlord or his representatives, or failure of the tenant to accept suitable temporary relocation due to lead-based paint hazard abatement, as set forth in RSA 130-A:8-a, I.

(e) Other good cause.

(f) The dwelling unit contains a lead exposure-hazard which the owner will abate by:

(1) Methods other than interim controls or encapsulation;

(2) Any other method which can reasonably be expected to take more than 30 days to perform;

or

(3) Removing the dwelling unit from the residential rental market.

(g) Willful failure by the tenant to prepare the unit for remediation of an infestation of insects or rodents, including bed bugs, after receipt of reasonable written notice of the required preparations and reasonable time to complete them.

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

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

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

VI. No tenancy shall be terminated for nonpayment of rent if:

(a) The tenant was forced to take over the landlord's utility payments in order to prevent utility services, which the landlord agreed to provide, from being terminated;

(b) The amount of rent which the tenant is in arrears does not exceed the amount paid by the

tenant to maintain utility service to the tenant's premises; and

(c) The tenant has receipts from the utility company or other proof of payment of the amount paid to maintain utility service.

VII. (a) No lessor or owner of restricted property shall terminate a tenancy solely based on a tenant or a household member of a tenant having been a victim of domestic violence as defined in RSA 173-B, sexual assault as defined in RSA 632-A, or stalking as defined in RSA 633:3-a, provided that the tenant or household member of a tenant who is the victim provides the lessor or owner with written verification that the tenant or household member of a tenant who is the victim has obtained a valid protective order against the perpetrator of the domestic violence, sexual assault, or stalking.

(b) A tenant who has obtained a protective order from a court of competent jurisdiction granting him or her possession of a dwelling to the exclusion of one or more other tenants or household members may request that a lock be replaced or configured for a new key at the tenant's expense. The lessor or owner shall, if provided a copy of the protective order, comply with the request and shall not give copies of the new keys to the tenant or household member restrained or excluded by the protective order.

(c) A lessor or owner who replaces a lock or configures a lock for a new key in accordance with subparagraph (b) shall not be liable for any damages that result directly from the lock replacement or reconfiguration.

(d) If, after a hearing in the possessory action, the court finds that there are grounds under this section to evict the tenant or household member accused of the domestic violence, sexual assault, or stalking, it may issue a judgment in favor of the lessor or owner of the property against the person accused, and allow the tenancy of the remainder of the residents to continue undisturbed. The lessor or owner of the rental unit at issue in the possessory action shall have the right to bar the person accused of the domestic violence, sexual assault, or stalking from the unit and from the lessor's or owner's property once judgment in the possessory action becomes final against such person. Thereafter, and notwithstanding RSA 635:2, the person's entry upon the lessor's or owner's property after being notified in writing that he or she has been barred from the property shall constitute a trespass.

(e) Nothing in this section shall preclude eviction for nonpayment of rent. A landlord may evict on any grounds set forth in RSA 540:2, II which are unrelated to domestic violence, sexual assault, or stalking.

(f) The defense set forth in subparagraph VII(a) shall be an affirmative defense to possessory actions brought pursuant to subparagraph II(b), (c), (d), or (e) of this section.

Source. RS 209:1. CS 222:1. GS 231:1. GL 250:1. PS 246:2. PL 357:2. RL 413:2. RSA 540:2. 1985, 249:2. 1993, 325:5, 6. 1996, 139:2. 2006, 192:1, eff. Jan. 1, 2007. 2010, 285:1, eff. Oct. 6, 2010. 2013, 48:7, eff. Jan. 1, 2014.

TITLE LV

PROCEEDINGS IN SPECIAL CASES

CHAPTER 540

ACTIONS AGAINST TENANTS

Section 540:3

540:3 Eviction Notice. –

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

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

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

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

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

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