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New Hampshire Rental Laws

Last updated on August 24, 2016 by [Lucas Hall](#)

This article summarizes some key New Hampshire landlord-tenant laws applicable to residential rental units.

The [Official State Statutes](#) and other reputable municipal sources were used to research this information. All sources are cited appropriately.

With that said, landlord-tenant laws are always changing, and may even vary from county to county. **You have a responsibility to perform your own research and cautiously apply the laws to your unique situation.**

If you have a legal question or concern, I only recommend contacting a [licensed attorney referral service](#) that is operated by the [state bar association](#). This article is **not** intended to be exhaustive or a substitute for qualified legal advice.

Official Rules and Regulations

- [N.H. Rev. Stat §§ 540](#) – Actions Against Tenants
- [N.H. Rev. Stat §§ 508](#) – Limitation of Actions
- [N.H. Rev. Stat §§ 205-A](#) – Regulations of Manufactured Housing Parks
- [Attorney General's Consumer Sourcebook on Renting, Security Deposits, and Evictions](#)

Definitions:

- **Unrestricted Property:** All real property rented for nonresidential purposes and the following real property rented for residential purposes: ([§§ 540:1-a](#))
 - Single-family houses, if the owner of such a house does not own more than 3 single-family houses at any one time.
 - Rental units in an owner-occupied building containing a total of 4 dwelling units or fewer.
 - Single-family houses acquired by banks or other mortgagees through foreclosure.

- **Restricted Property:** All real property rented for residential purposes, except for “Unrestricted Properties”. ([§§ 540:1-a](#))
- **Landlord:** 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”, except for any individual unit in such building which is occupied by a person or persons 60 years of age or older. ([§§ 540-A:5](#))
- **Security Deposit:** All funds in excess of the monthly rent which are transferred from the tenant to the landlord for any purpose. ([§§ 540-A:5](#))
- **Tenant:** 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. ([§§ 540-A:5](#))
- **Rental Unit:** 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. ([§§ 540-A:5](#))

Security Deposit:

- **Exemption:** The laws on security deposits do not apply to 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, except for any individual unit in such building which is occupied by a person or persons 60 years of age or older. ([§§ 540-A:5\(I\)](#))
- **Security Deposit Maximum:** Not to exceed one month’s rent or \$100, whichever is greater. ([§§ 540-A:6\(I\)\(a\)](#))
- **Security Deposit Interest:** Required if security deposit is held longer than one year. Landlord shall pay 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, starting from the date the landlord receives the deposit. Tenant may request the interest accrued on a security deposit every three years, 30 days before the expiration of that year’s tenancy, and the landlord shall comply with the request within 15 days of the expiration of that year’s tenancy. ([§§ 540-A:6\(IV\)](#))
- **Separate Security Deposit Bank Account:** Separate accounts not required, as landlord may mingle all security deposits held in a single account. Landlord shall not mingle deposit funds with landlord’s personal funds. If landlord mingles security deposits in a single account under, landlord shall pay the actual interest earned on such account proportionately to each tenant. ([§§ 540-A:6 \(II\)\(a\) and \(IV\)\(a\)](#))
- **Disclosure of Bank Account:** 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. ([§§ 540-A:6\(IV\)\(b\)](#))

- **Receipt of Deposit:** Unless the deposit was paid by personal check, a bank check, or a check issued by a government or nonprofit agency on behalf of the tenant, the landlord must issue a receipt. ([§§ 540-A:6\(I\)\(c\)](#))
- **Written Notice of Needed Repairs at Move-in:** Landlord shall provide written notice to tenant that a written list of conditions in unit that are in need of repair or correction, if any, should be given to the landlord within five days of occupancy. ([§§ 540-A:6\(I\)\(c\)](#))
- **Pet Deposits:** No statute
- **Non-Refundable Fees:** No statute
- **Deadline for Returning Security Deposit:** Within 30 days from the termination of the tenancy ([§§ 540-A:7\(I\)](#))
- **Permitted Uses of the Deposit:** ([§§ 540-A:7\(II\)](#))
 - If 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;
 - If there is unpaid rent due;
 - If there are other lawful charges due under the lease which remain unpaid.
- **Require Written Description/Itemized List of Damages and Charges:** Landlord must provide a written, itemized list of damages for which the landlord claims the tenant is liable, and shall specify the repairs necessary to correct any damage and provide satisfactory evidence that repair necessary to correct these damages has been or will be completed. ([§§ 540-A:7\(I\)](#))
- **Record Keeping of Deposit Withholdings:** Satisfactory evidence of necessary repairs may include, but are not be limited to, receipts for purchased repair materials and labor estimates, bills or invoices indicating the actual or estimated cost thereof. ([§§ 540-A:7\(I\)](#))
- **Receipt of Security Deposit:** For cash deposits, signed receipt required stating the amount of the deposit and specifying the institution where the deposit will be held, unless deposit is made by check, in which case no receipt is required. ([§§ 540-A:6\(I\)\(b\)](#))
- **Failure to Comply:** If landlord fails to return security deposit in compliance with statute, landlord shall be liable for damages equal to twice the sum of the security deposit plus any interest due, less any payments made and any charges owing for damages, unpaid rent, or share of real estate taxes. Landlord shall not be liable if the failure to comply is due to the failure of the tenant to notify the landlord of their new address upon termination of the tenancy. Any deposit and interest remaining unclaimed after six months from termination of tenancy becomes property of the landlord. ([§§ 540-A:8](#))

Lease, Rent & Fees:

- **Rent Is Due:** Rent payable upon demand, unless otherwise different in a contract. Check your lease terms. ([§§ 540:1](#))
- **Rent Increase Notice:** 30 days ([§§ 540:2\(IV\)](#))
- **Rent Grace Period:** No statute. Check your lease terms.
- **Late Fees:** No statute. Check your lease terms.
- **Application Fees:** No statute. Use [Cozy](#) to avoid charging application fees because the tenant pays for the credit report directly.
- **Prepaid Rent:** No statute

- **Returned Check Fees:** Issuer must pay the amount of the check, together with all costs and protest fees within 14 days after having received notice that payment was refused. If payment is not made in full within 14 days, it could be considered a felony. ([§§ 638:4\(III\) and \(IV\)](#))
- **Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):** If landlord tries to evict for nonpayment of rent and the premises are in violation of health and safety codes materially affecting habitability, tenant may block the eviction by proving that, while not in arrears in rent, notice of the violation was given and the landlord failed to correct the violations within 14 days. Other stipulations apply, read [§§ 540:13\(d\)](#) for more information.
- **Tenant Allowed to Repair and Deduct Rent:** No statute
- **Landlord Allowed to Recover Court and Attorney Fees:** Yes ([§§ 358-A:10](#))
- **Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Rerent:** No statute
- **Abandonment/Early Termination Fee:** No statute

Notices and Entry:

- **Notice to Terminate Tenancy – Fixed End Date in Lease:** 30 days ([§§ 540:3\(II\)](#))
- **Notice to Terminate Tenancy – Yearly Lease with No End Date:** 30 days ([§§ 540:3\(II\)](#))
- **Notice to Terminate Tenancy – Month-to-Month Lease:** 30 days ([§§ 540:3\(II\)](#))
- **Notice to Terminate Tenancy – Week-to-Week Lease:** 30 days ([§§ 540:3\(II\)](#))
- **Termination of Tenancy with 24 Hours Notice:** No statute
- **Notice of Termination of Lease for Nonpayment:** 7 days. ([§§ 540:3\(II\)](#)) Tenant may remedy the situation by paying rent in full within 7 days, plus \$15 and other damages, but may not use this action more than three times in a 12-month period. ([§§ 540:9](#))
- **Termination for Lease Violation:** 30 days ([§§ 540:3\(II\)](#))
- **Notice of Date/Time of Move-Out Inspection:** No statute
- **Required Notice before Entry:** Whatever is adequate under the circumstances. ([§§ 540-A:3\(V\)](#)) I recommend giving at least 24 hours notice.
- **Entry Allowed with Notice for Maintenance and Repairs (non-emergency):** Allowed ([§§ 540-A:3\(V\)](#))
- **Entry Allowed with Notice for Showings:** Allowed ([§§ 540-A:3\(V\)](#))
- **Emergency Entry Allowed without Notice:** Allowed ([§§ 540-A:3\(IV\)](#))
- **Entry Allowed During Tenant's Extended Absence:** No statute
- **Notice to Tenants for Pesticide Use:** No statute
- **Lockouts Allowed:** No ([§§ 540-A:3\(II\)](#))
- **Utility Shut-offs Allowed:** No ([§§ 540-A:3\(I\)](#))
- **Penalty for Self-Help Eviction:** \$1000 or actual damages, whichever is greater. If self-help eviction was a willful or knowing violation, the fine could be three times (3x) the damages. ([§§ 358-A:10](#))

Disclosures and Miscellaneous Notes:

- **Minimum Standards of Habitability:** Landlord must not lease a unit with any of the following issues: ([§§ 48-A:14](#))
 - It is infested by pests and the landlord does not conduct regular inspections and pest exterminations;
 - There is defective plumbing or faulty septic/sewage system;
 - There is unsafe wiring;
 - The walls or roof leak;
 - The plaster is falling from walls and ceilings;
 - The floors, walls or ceilings have unsafe holes;
 - The porches, stairs or railings are not sound;
 - There is trash and garbage in the common areas when the landlord has the responsibility for trash removal;
 - There is not enough water or the hot water system does not work;
 - The gas lines leak or pilot lights are faulty;
 - The heating system is not working properly.
- **Quite Enjoyment:** Landlord shall not willfully violate a tenant's right to quiet enjoyment. ([§§ 540-A:2](#))
- **Infestations & Pest Treatment:** Landlord must investigate a tenant's report of an infestation of insects, including bed bugs, or rodents in the premises within seven days of notice of alleged infestation from the tenant or a municipal health or housing code authority, and take reasonable measures to remediate an infestation. ([§§ 540-A:3\(V-a\)](#))
- **Tenant's Duties:** No statute, but the generally accepted responsibilities are:
 - **Compliance:** Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - **Cleanliness:** Keep the premises that tenant occupies and uses as clean and safe as the condition of the premises permit;
 - **Trash:** Dispose of all garbage and other waste in a clean and safe manner;
 - **Plumbing:** Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
 - **Appliances:** Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises;
 - **Lawful Activity:** Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and
 - **Quiet Enjoyment:** Conduct himself and require other persons on the premises with tenant consent to conduct themselves in a manner that will not disturb neighbors' peaceful enjoyment of the premises.
- **Domestic Violence Situations:** The [New Hampshire Coalition Against Domestic and Sexual Violence](#) and [An Abuse, Rape, and Domestic Violence Aid and Resource Collection](#) provide information on hotlines and crisis centers statewide.
 - **Proof of Status:** A landlord can require proof of the protective court order establishing the tenant as a victim of domestic violence. ([§§ 540-2\(VII\)\(a\)](#))
 - **Protection from Termination:** The victim of domestic violence is protected from lease termination, unless the tenant fails to pay rent. ([§§ 540-2\(VII\)](#))

- **Locks:** At the request and expense of the tenant, the landlord must replace/re-key the locks ([§§ 540-2\(VII\)\(b\)](#))
- **Retaliation:** Unless the tenant owe 1 week's worth of rent or more, the landlord must not terminate or refuse to renew a lease to a tenant who has filed an official complaint to a Government Authority, or has been involved in a tenant's organization. Retaliation will be assumed for 6 months after the event. Other actions are prohibited. Read [§§ 540:13-a](#) and [§§ 540:13-b](#) for more information.
- **Lead Disclosure:** Landlords must disclose all known lead paint hazards. Landlords must also provide tenants, as an attachment to a written lease, with an [information pamphlet](#) on lead-based paint hazards.
- **Abandonment of Personal Property:** 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. ([§§ 540-A:3\(VII\)](#))

Court Related:

- **New Hampshire Small Claims Court**
 - **Limits:** \$7,500 ([§§ 503:1](#))
 - **Eviction Cases Allowed in Small Claims:** No, eviction cases are heard in district court ([§§ 540:13](#))
 - [Guide to Small Claims Court in New Hampshire](#)
 - [New Hampshire Circuit Court District Division](#)
- **Statute of Limitations**
 - **Written Contracts:** 3 years ([§§ 508:4](#))
 - **Oral Contracts:** 3 years ([§§ 508:4](#))
- [New Hampshire Judicial Branch](#)
- [New Hampshire Attorney General](#)
- [New Hampshire Bar Association](#)
- **Legal Aid:**
 - [New Hampshire Bar Association Lawyer Referral Service](#)
 - [New Hampshire Legal Aid](#)
 - [New Hampshire Legal Assistance](#)

Business Licenses:

- **Business License Required:** No statewide statute, but local cities and counties may have regulations and requirements. Check with your local governing authority. For example, [Manchester](#) requires all residential rental property to have a Certificate of Compliance in accordance with the housing code.
- **Registration Requirements:** An owner, within 30 days of becoming the owner, must file a statement with the town or city clerk, the name and contact information of a person within the state who is authorized to accept service of process for any legal proceeding

brought against the owner relating to the restricted property. Such person authorized to accept service may be the owner of the premises. ([§§ 540:1\(b\)](#))

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