

- the tenancy by giving at least one calendar month's written notice at any time. The rent is due and payable to and including the date of termination.
3. If a landlord changes the terms of the lease pursuant to section 47-16-07, the tenant may terminate the lease at the end of the month by giving at least twenty-five days' notice.
 4. Any agreement that requires a lessee to give notice that exceeds one month from the end of a month to terminate a lease of real property for residential purposes must state the notice requirement and provide space for the lessee to initial next to the notice requirement. If the notice is not initialed by the lessee at the time of executing the lease, the lessee may terminate the lease on the last day of a month with at least one calendar month's notice.
 5. If a lease converts to a month-to-month tenancy under section 47-16-06 or 47-16-06.1, either party may terminate the lease on the last day of a month with at least one calendar month's notice.

47-16-16. When lessor may terminate lease.

The lessor of real property may terminate the lease and reclaim such property before the end of the term agreed upon when the lessee:

1. Uses or permits a use of the property leased in a manner contrary to the agreement of the parties; or
2. Does not make such repairs as the lessee is bound to make within a reasonable time after a request is made.

47-16-17. When lessee may terminate lease.

The lessee of real property may terminate the lease before the end of the term agreed upon:

1. When the lessor does not fulfill the lessor's obligations, if any, within a reasonable time after request, as to placing and securing the lessee in the quiet possession of the property leased, or putting it into a good condition, or repairing it; or
2. When the greater part of the property leased, or that part which was, and which the lessor had reason to believe was, the material inducement to the lessee to enter into the contract, perishes from any cause other than the ordinary negligence of the lessee.

47-16-17.1. Termination due to domestic abuse.

1. A tenant to a residential lease who is a victim of domestic violence as defined in section 14-07.1-01 or fears imminent domestic violence against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a lease agreement, as provided in this section, without penalty or liability.
2. The tenant must provide advance written notice to the landlord stating:
 - a. The tenant fears imminent domestic violence from a person named in a court order, protection order under section 14-07.1-02, ex parte temporary protection order, order prohibiting contact, restraining order, or other record filed with a court;
 - b. The tenant needs to terminate the tenancy; and
 - c. The specific date the tenancy will terminate.
3. The notice must be delivered by mail, facsimile communication, or in person before the termination of the tenancy.
4. A landlord may not disclose information provided to the landlord by a tenant documenting domestic violence under this section. The information may not be entered into any shared database or provided to any person, but may be used as evidence in an eviction proceeding, in a claim for unpaid rent or damages arising out of the tenancy, or as otherwise required by law.
5. A tenant terminating a lease under this section is responsible for the rent payment for the full month in which the tenancy terminates and an additional amount equal to one



- month's rent, subject to the landlord's duty to mitigate. The tenant is relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section.
6. This section does not affect a tenant's liability for delinquent, unpaid rent, or other amounts owed to the landlord before the lease was terminated by the tenant under this section.
 7. The tenancy terminates, including the right of possession of the premises, on the termination date stated in the notice under subsection 2. The amount equal to one month's rent must be paid on or before the termination of the tenancy for the tenant to be relieved of the contractual obligations for the remaining term of the lease as provided in this section.
 8. For purposes of this section, timing for the payment of the lessee's security deposit under section 47-16-07.1 is triggered by either of the following:
 - a. If the only tenant, including the tenant's minor children, is the tenant who is the victim of domestic violence, upon the first day of the month following the date the tenant vacates the premises.
 - b. If there are additional tenants bound by the lease, upon the expiration of the lease.
 9. Notwithstanding the release of a tenant from a lease agreement under this section, the tenancy continues for any remaining tenants.
 10. A person may not refuse to rent, refuse to negotiate for the rental of, or in any other manner make unavailable or deny a dwelling to an individual, or otherwise retaliate in the rental of a dwelling solely because a tenant or applicant or a household member of the tenant or applicant exercised the right to terminate a lease under this section.
 11. In an action for a violation of this section, the court may award statutory damages of one thousand dollars. The court also may award actual damages, reasonable attorney's fees, costs, and disbursements.

47-16-18. When lease of real property is terminated by death.

Only a lease of real property which is terminable at the pleasure of one of the parties to the contract is terminated by the notice to one party of the death or incapacity of the other party to contract. Upon the death of a lessee of real property for residential purposes, however, and at the option of any surviving lessee or of the estate of the decedent, the lease terminates on the last day of the month in the month following the death of the lessee unless the lease term expires before that time.

47-16-19. Term of lease governed by manner of payment of rent.

The renting of lodgings for an unspecified term is presumed to have been made for such length of time as the parties adopt for the estimation of the rent. Thus renting at a weekly rate of rent is presumed to be for one week. In the absence of any agreement respecting the length of time of the rent, the leasing is presumed to be monthly.

47-16-20. Rents - When payable.

When there is no contract or usage to the contrary, the rent of agricultural and wild land shall be payable yearly at the end of each year. Rents of lodgings shall be payable monthly at the end of each month. Other rents shall be payable quarterly at the end of each quarter from the time the lease takes effect. The rent for a lease shorter than the periods herein specified shall be payable at the termination of the lease.

47-16-21. When proportionate part of lease paid by lessee.

When the leasing of real property is terminated before the time originally agreed upon, the lessee must pay the due proportion of the lease for such use as the lessee actually has made of the property unless such use is merely nominal and of no benefit to the lessee.