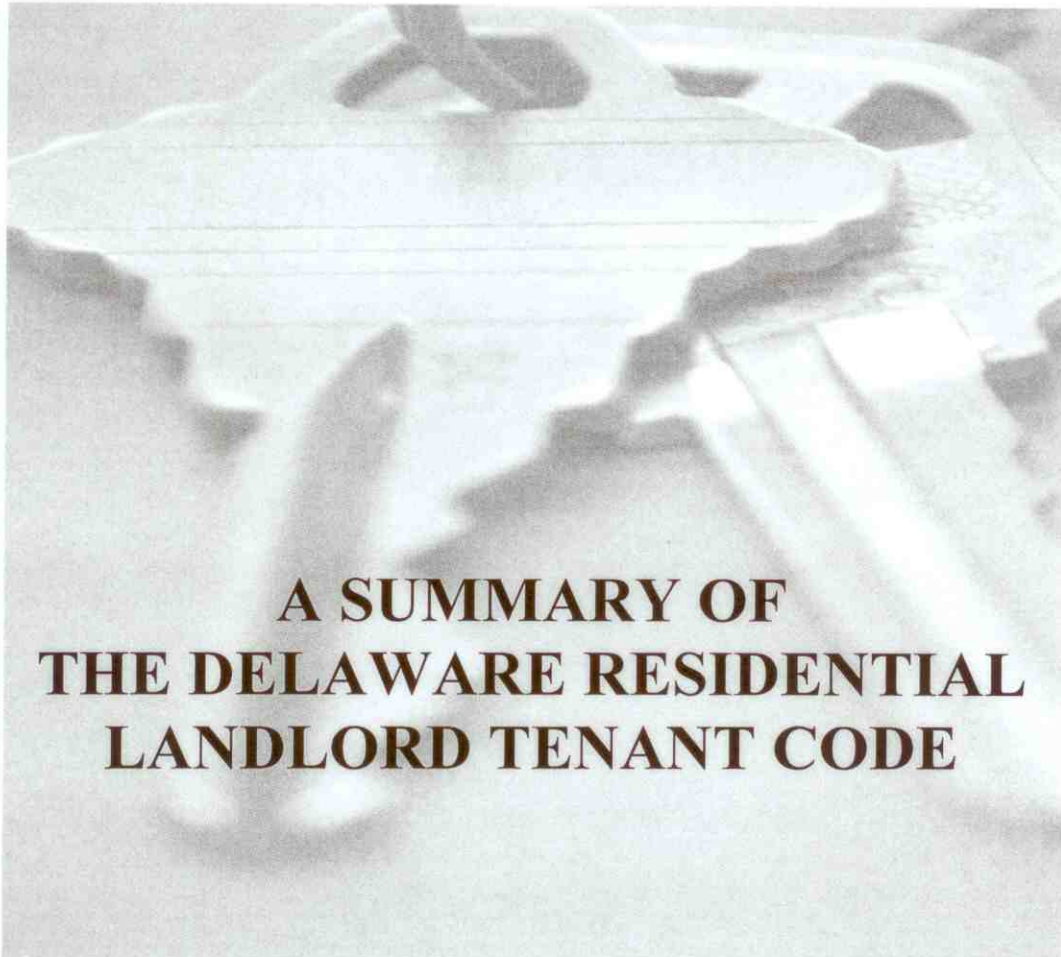


**DELAWARE DEPARTMENT OF JUSTICE**



**A SUMMARY OF  
THE DELAWARE RESIDENTIAL  
LANDLORD TENANT CODE**

**Fraud and Consumer Protection Division  
Consumer Protection Unit**

**Revised October 20, 2009**

## **SUMMARY OF THE DELAWARE RESIDENTIAL LANDLORD TENANT CODE**

This is a summary of the Delaware Residential Landlord Tenant Code that took effect on July 22, 2004. The purpose of this summary is to familiarize tenants and landlords with the provisions of this Code and with their rights and obligations under the Code. The Residential Landlord Tenant Code applies to all leases signed after July 17, 1996. The Code may also apply to a renewal or extension of any pre-July 1996 rental agreement if both the landlord and the tenant agree that it shall apply to the lease. Otherwise, the prior Landlord Tenant Code shall apply to renewals and extensions of pre-July 1996 leases.

This is only a general summary. It does not cover all aspects of the Residential Landlord Tenant Code. For specific legal questions, please refer to the statute itself (25 Del.C. §5101 to §5718) or consult an attorney. You can obtain a complete copy of the Landlord Tenant Code by calling Legislative Council at 1-800-282-8545. The first copy is free.

The section numbers listed in this summary refer to specific sections of the Residential Landlord Tenant Code. General questions concerning the Landlord Tenant Code may be referred to the:

**CONSUMER PROTECTION UNIT  
ATTORNEY GENERAL'S OFFICE  
Carvel State Office Building  
820 North French Street  
Wilmington, Delaware 19801  
(New Castle County) 302-577-8600  
(Kent and Sussex Counties) 1-800-220-5424**

When you call, please specify whether the pre-July 1996 or post-July 1996 Landlord Tenant Code applies to the lease. That question is answered by whether the lease was entered *before or after July 17, 1996*, and if before July 17, 1996, whether the tenant and landlord, at the time of lease renewal or extension, agreed that the post-July 1996 law would apply.

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