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Impair Healthy Healing In People Over The Age Of 30!

When to Fight for Tenant's Rights to Repairs

By dan the roommate man

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Once you sign the lease to a rental unit, you are automatically entitled to certain privileges. Unlike homeowners, you are not responsible for making all repairs. Landlords are required by the Landlord-Tenant law to keep things a "fit and habitable condition" during your residency. If the landlord fails to do this, you may have to get a bit aggressive.

Although the specifics of these requirements will vary slightly from state to state*, the responsibilities of landlords are generally the same. Some of the typical landlord responsibilities include:

- * Putting and keeping the premises in a fit and habitable condition.
- * Keeping the common areas safe and sanitary.
- * Complying with building, housing, health, and safety codes.
- * Keeping all electrical, plumbing, heating, and ventilation systems and fixtures in good working order.
- * Maintaining all appliances and equipment supplied or required to be supplied by the landlord.
- * Providing running water and reasonable amounts of hot water and heat, unless the hot water and heat are supplied by an installation that is under the exclusive control of the tenant and supplied by a direct public utility hook-up.

If the landlord does not fulfill these duties, and you have been a responsible tenant (keeping all fixtures and appliances clean and undamaged), you need to be aggressive. Now by "being aggressive" I do not mean slashing your landlord's tires and leaving threatening messages on his or her answering machine. I simply mean that you shouldn't let your landlord convince you that the repairs "aren't that important" or that they'll "get to them whenever they get a chance."

The first step you need to take is to let your landlord know there is a problem. According to Neighborhood Link, an on-line web site for the people of Ohio, "If a landlord does not meet the duties imposed by the Landlord Tenant law... then a tenant may give the landlord a written notice to correct the condition. This notice must be in writing and delivered to the person or at the place where the tenant normally pays rent. The tenant should keep a copy of this notice."

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It is incredibly important to have a written notice. Don't assume that your landlord will remember that you told him or her there was a leaky faucet in apartment 3G while you were walking by. Landlords are busy people! So, providing physical copy of a letter will actually help them remember there is a problem. Not only will this be easier on your landlord, but in case your landlord refuses to make the repair, you can use your copy of the notice as a defense. If you tried to take your landlord to court without a copy of the written request, you wouldn't have any substantial evidence to back up your claim. However, if you provide the judge with a typed, signed and dated copy of the request for repairs, the chances of getting those repairs made are much higher.

A proper written notice should include a list of the problems, a reasonable date for completion (about thirty days) and it should be signed by you, the landlord and dated. Make sure both you and your landlord have copies with original signatures, and you might want to get them notarized. Visit

Neighborhood Link for a good example of a proper repair request letter.

Most landlords will make the requested repairs, and you won't have to worry about anything after that. However, there's a chance that your landlord will continually put off the repairs or simply refuse to make them. This is when you must move to step two.

Neighborhood link states that "If the landlord fails to correct the condition within a reasonable time, (usually about thirty days) then the tenant may terminate the rental agreement." In order to do this, you are required to provide the landlord with a written notification of your residency termination. (This is sort of like putting in your two weeks notice at a job you plan to quit.) For a sample of a termination letter, [click here](#).

The South Dakota Office of Attorney General provides one final remedy in the event that a landlord fails to make repairs. According to their laws on tenant rights & responsibilities, the tenant can "make the repairs on his or her own, in which case the tenant may deduct the expense for the repairs from the rent." This might involve going to small claims court, but if you have a copy of the signed and dated repair request, getting reimbursed shouldn't be too much of a problem.

*To find out about landlord-tenant laws in your state, visit Tenant.net and select your state in the pop up menu on the top right hand side.

Since 1989 dan the roommate man has helped 1000's of people find rooms,apartments or roommates. Need help? Contact him at 800-487-8050 or www.roommateexpress.com

CAN MY LANDLORD EVICT ME FOR SMOKING?

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QUESTION:

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I'm subletting an apartment. My landlord wants to evict me for smoking --- and for allowing my guests to smoke, too. The tenant whom I rent from didn't mention any rules about smoking, nor were there any in the tenant's lease nor in my month-to-month sublease. I pay rent on time. What are my rights?

ANSWER:

Given the news reports over the harmful effects of tobacco smoke, some landlords are writing lease and rental agreement clauses that prohibit smoking, either in the tenant's unit or even the entire building. There has not yet been a successful legal challenge to a clearly written clause.

But it is quite a different animal to rewrite the rules or make them up smack dab in the middle of the lease. If the original tenant has a fixed-term lease, the landlord cannot change its terms until the lease expires. If that tenant rents month-to-month, the landlord can make a change after giving the tenant proper notice --- that is 30 days in most states.

Now, since you are a subtenant of a tenant with a lease, you must abide by the terms and conditions of the tenant's lease. For example, a no-pets clause in the lease would apply to you. But you also get to enjoy the rule about no changes mid-lease --- which means that the landlord cannot insist that you stop smoking. But watch out --- if the tenant from whom you rent were to decide that he didn't want you to smoke in the apartment, he could give you proper notice (again, usually 30 days) and you'd have to comply.

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