

Your Rights & Duties as a Tenant:

When a Landlord Doesn't Make Repairs



Steps You Can Take Individually

If the landlord doesn't make the repairs after you have followed all of the rent escrow steps and paid your rent to the court you may ask the court to:

- Reduce your rent until the repairs are made. Only a court can reduce your rent. You cannot decide to pay less on your own without court approval.
- Order your landlord to make repairs; or
- "Terminate" your lease. Terminate means to end your lease.

Terminating Your Lease

To terminate your lease, you will need to show the court that:

- You gave written notice of the repairs needed to the landlord.
- You gave the landlord a reasonable amount of time to make repairs.
- Your rent payments are current.
- You paid your rent to the court; and
- The problem you want the landlord to fix significantly affects your health and safety.

Before the court makes an order, there will usually be a court hearing.

You will get notice of the date and time of the hearing. You can bring a lawyer, but you do not have to. If you do not have a lawyer, you will need to be sure to bring everything you will need to prove your case to the hearing. This is called "evidence". For example, some things or "evidence" you should bring include:

- Your escrow payment receipts.
- Proof that you gave the landlord written notice of what needs to be fixed.
- Proof you gave your landlord a reasonable time to make repairs.
- Photos of what needs to be repaired; and
- Copies of any repair bills.

Steps You Can Take with Other Tenants

You can form a tenants' union or association with other tenants of the same landlord. This gives you the chance to work together to solve problems with your landlord. As a group you can give notice of the repairs needed in your building. If necessary, you can all escrow rent. **The landlord cannot evict you for joining a tenants' union.**

Steps to Notify Authorities

You also have the right to notify the building, housing, or health department of any problems with your rented home or apartment. You have the right to request an inspection of the apartment or house that you are renting. If the conditions create a serious health or safety risk, the city inspector may order you to move out until the landlord makes the needed repairs

Suing Your Landlord

You also have the right to sue your landlord for damages.

For example, if a broken furnace is not fixed and your child becomes sick, you have the right to sue your landlord for expenses you may have because your child became sick. To win a lawsuit for damages against your landlord, you will need proof to convince a judge or jury that you have been harmed by your landlord's actions or inactions. Proof, or evidence, that you have been harmed can take the form of:

- Pictures.
- Testimony from witnesses who have seen or inspected the apartment. The best witnesses are usually people who are not related to you or who are not close friends. Someone like a babysitter or someone else who visits the apartment regularly might be a good witness.
- A building inspection report can be used to show violations of the landlord's duties.



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