

Rights and Duties of tenants

http://www.osbar.org/public/legalinfo/1246_RightsDutiesTenants.htm

When you rent a house or an apartment, you enter into a legal contract with someone. With this contract begins what is known as a landlord-tenant relationship. As a tenant, you have certain rights and responsibilities. First of all, you have the right of exclusive possession, which means that even though the landlord owns the property, you generally have the right to your privacy. No one may invade your “home” without legal authority. As such, your landlord must give you at least 24 hours notice before entering the property unless there is an emergency, unless you have requested repairs or maintenance (without designating certain dates and times), or unless the contract permits the landlord to enter the grounds (but not the dwelling unit) for yard maintenance.

Your landlord may enter the property after advance notice in order to make inspections, make necessary repairs, supply necessary services, or to show the property to prospective buyers or work people. If reasonable, you may deny your landlord permission to enter; however, you must act reasonably. Just as the landlord cannot abuse the right of access to harass you or enter at unreasonable times, you cannot withhold your permission to enter to hinder or interfere with the landlord’s exercise of his or her rights and responsibilities.

Second, you have the right to a “habitable” home. This means that the property must be safe and sanitary. The space must be free of pests when you move in, and there must be proper wiring, plumbing, heating and weatherproofing. The landlord must maintain these conditions throughout your rental period. Absent very specific conditions, the landlord may not charge you for utilities for other apartments or rental units. If repairs are needed for safety or sanitation, your landlord must make such repairs without charging you for them. If you have caused the problem, the landlord still is obliged to make the repair if you don’t do it, but you are responsible for the reasonable cost. You are also responsible for the cost of replacing batteries in smoke alarms in the rental unit as needed and for checking the alarms every six months to ensure they work.

If a landlord refuses to provide certain kinds of services, and if you did not cause the problem, you may correct the problem if you first give written notice to the landlord. In the written notice, be sure to define the problem and give the landlord a reasonable amount of time to make the repairs. In some circumstances, you may then deduct the cost of the repairs from your rent, after submitting the receipts to the landlord. The law limits the time you have to wait, the kinds of problems you are allowed to fix, and the amount of money you are allowed to spend.

Before taking any kind of action concerning repairs, you also should check with a lawyer or your local legal aid office.

Along with your rights, you have specific responsibilities as a tenant. You and the occupants of the rental unit are to use the property only as a home. You must pay your rent on time, and you must keep the property reasonably clean. You may not tamper with the smoke alarms or damage the property. You have an obligation to behave in a manner that will not disturb your neighbors. Then, at the end of the rental arrangement, you must return the property to your landlord in the same condition in which you received it except for reasonable wear and tear.

If you have a month-to-month rental agreement, either you or your landlord can end the agreement with a 30-day written notice. The landlord does not have to tell you the reason for a 30-day notice, but the reason must be a lawful one. For instance, the landlord can't issue a 30-day notice to retaliate against you for complaining in good faith about conditions to the landlord or a public agency or for joining or organizing a tenant organization. If your tenancy began more than one year ago, your landlord must give you a 60-day notice. If you have a rental agreement for a specific time period, you may not be evicted before the end of that term without a good reason. If your rent is more than 7 days overdue, your landlord may give you written notice telling you to either pay the rent within 72 hours or leave. In the alternative, the landlord can give you a 144-hour notice when the rent is 5 days overdue. Your landlord may charge certain fees for late rate rent.

If you have caused serious harm to your landlord or to his or her property or to other people on the rental property, or you have committed outrageous acts there, your landlord is permitted to give you a 24-hour written notice to leave. This notice must tell you why you are being evicted. As in all cases, the landlord cannot evict you for illegal and/or discriminatory reasons.

If the landlord has properly served you with a notice and you do not comply with it, the landlord can seek a court order to have you evicted. You have the right to appear at the court hearing to challenge the landlord's request for an eviction order. Until the landlord has obtained a court order to evict you, he or she may not try to force you to leave by removing your belongings, locking you out of the unit, or shutting off your utilities. However, if you don't defend yourself successfully in the legal proceedings to evict you, the landlord may ultimately have the sheriff remove you from the unit, and you may be required to pay the landlord's court costs and legal fees.

If you pay a deposit when you rent a house or apartment, the landlord must account for the deposit within 31 days after the termination of the tenancy and the return of possession to the landlord. The landlord may keep only the part of the deposit that is needed to pay for any damage directly caused by you, absent normal wear and tear, unless your rental agreement says something different.

Some of these rights and responsibilities cannot be bargained away or even changed by a written agreement. If you or the landlord wants to change your rental agreement, you should both agree to the changes in writing.

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