

What is "Habitability"?

Tenants have a right to clean and safe rentals

Your Landlord must:

- Provide clean and safe rental units -- landlords have a duty to maintain rental property and keep shared areas clean and safe.
- Meet the requirements of local building and health codes.
- Make repairs necessary to keep the home in a safe and clean condition.
- Keep all the electric, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances that are supplied by the landlord in safe and working order.
- Provide and maintain containers for the removal of trash and provide for the removal of the trash from the containers.
- Supply running water and reasonable amounts of hot water, heating, and air conditioning or cooling.

Fighting for clean and safe living conditions can be complicated.

Before you withhold rent, move out, or pay for repairs, get legal advice if you can.



Four Steps for When Something's Wrong with your Rental:

1. What's wrong with your rental?

--Essential Service--

Landlord fails to provide an "essential service," which means running water, gas, electrical service, hot water, heat, or AC

--Serious Problem--

A "serious health and safety matter," such as electrical problems creating a risk of injury, outside doors that do not lock, pests that prevent you from living in your home, or water damage causing mold.

--Minor Problem--

Your home is still fit to live in, but you need something fixed, like a broken cabinet, chipped paint, torn window screen, roof leak causing slight ceiling stain, a toilet that flushes poorly in a two-bath unit, pests that are annoying but not a health risk.

2. Whatever is wrong, let your landlord know in writing.

- Write a letter to your landlord. You can use www.hellolandlord.org. If you want to write your own letter: (1) introduce yourself as a tenant; (2) give your address and unit number; (3) say what's wrong with your rental and what you want fixed; (4) give landlord permission to enter and a time to enter.
- Send the letter to the address listed for the landlord on your lease, by certified mail, OR ask someone to witness you hand-delivering the letter to your landlord or property manager.
- KEEP A COPY OF THE LETTER.

More on page 2 -->

3. How long does your landlord have to fix the problem?

--Essential Service--

A "reasonable amount of time," which means it depends on how long you can live in the rental without the service.

--Serious Problem--

5 days from the date you provide notice.

--Minor Problem--

10 days from the date you provide notice.

4. What if your landlord doesn't make the repair on time?

--Essential Service--

While you are waiting for the landlord to provide the essential service...

1. You can obtain a reasonable amount of the service another way, and deduct that from your rent. For example, if your landlord turns off your water, you can buy water and deduct the amount you spend on water from the next month's rent. Save receipts! OR
2. You can move out temporarily. You will not have to pay for rent during this time, and your landlord may be required to pay the cost of your substitute housing. Save receipts!

--Serious Problem--

If the landlord does not fix the serious problem after 5 days, you can ...

1. Terminate your lease (give your landlord a written termination letter) and move out OR
2. If the repair will cost less than \$300, or an amount up to one-half of your monthly rent, write to your landlord and tell him that you will hire a licensed contractor to make the repair at the landlord's expense. After the repair, pay the licensed contractor and get an itemized bill showing what you paid and have the contractor sign a "waiver of lien." A waiver of lien should state: "By signing this, I hereby waive any lien I may have for work performed on (date) at (rental address). Signed (contractor name and business address and license number) and (date). Then write to your landlord again, tell him the repair is done, give him a copy of your receipt from the licensed contractor and the waiver of lien, and tell your landlord you will deduct the amount you paid the contractor from your next months' rent.

--Minor Problem--

If the landlord does not fix the minor problem after 10 days, and the repair will cost less than \$300, or an amount up to one-half of your monthly rent, write to your landlord and tell him that you will hire a licensed contractor to make the repair at the landlord's expense. After the repair, pay the licensed contractor and get an itemized bill showing what you paid and have the contractor sign a "waiver of lien." A waiver of lien should state: "By signing this, I hereby waive any lien I may have for work performed on (date) at (rental address). Signed (contractor name and business address and license number) and (date). Then write to your landlord again, tell him the repair is done, give him a copy of your receipt from the licensed contractor and the waiver of lien, and tell your landlord you will deduct the amount you paid the contractor from your next months' rent.