

# What is Habitability? Tenants' Right to a Clean and Safe Rental Unit.

Landlords have a duty to maintain the rental property and keep shared areas clean and safe.

## Your Landlord Must:

- Provide clean and safe rental units.
- Meet the requirements of local building and health codes.
- Make the necessary repairs to keep the rental 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.

## What Can You Do When There Is Something Wrong With Your Rental?

### Step 1: Determine What's Wrong With Your Rental

**Essential Service:** Landlord fails to provide an “essential service” when there is an issue with running water, gas, electrical service, hot water, heat, or air conditioning/cooling.

**Serious Problem:** A “serious health or safety matter” creating a risk of injury. Examples include electrical issues, outside doors that do not lock, pest infestations, or water damage causing mold.

**Minor Problem:** Simpler issues, like a broken cabinet or chipped paint, that do not pose a health risk.

### Step 2: Let Your Landlord Know In Writing

**All requests for repairs must be made in writing.** Write a letter to your landlord letting them know about your issue. You can consult an attorney or write your own letter. If you write your own letter, make sure you include: (1) your name; (2) address and unit number; (3) information about what is wrong with your rental; (4) how much time your landlord has to repair the issue (see “Step 3”); and (5) permission for your landlord to enter your unit with the date and time the landlord is allowed to enter.

- Send the letter by certified mail OR hand deliver it to your landlord with a witness present.
- Keep a copy of the letter!

### Step 3: Wait For Your Landlord To Repair The Issue

**Essential Service:** Your landlord has a “reasonable amount of time,” to repair the issue, which means the situation depends on how long you can live in the rental without the essential service.

**Serious Problem:** Your landlord has five (5) days from the date you provide notice to repair the issue.

**Minor Problem:** Your landlord has ten (10) days from the date you provide notice to repair the issue.

### Step 4: What If Your Landlord Does Not Make the Repair On Time?

**If your landlord does not make repairs, you should get advice from an attorney.** If you decide to use one of the below remedies, you must give your landlord written notice of your intent to exercise your chosen remedy.

**Essential Service:** While you are waiting for your landlord to provide the service, you can:

- Deduct the amount of the service from your rent if you can get the service for a reasonable amount another way. If you do this, make sure you save your receipts!
- Move out temporarily. You will not have to pay rent during the time you were not in your rental, and your landlord may be required to pay the cost of your substitute housing. If you do this, make sure you save your receipts!
- Possibly recover damages based upon the decrease of the fair rental value of the unit.

**Serious Problem:** If your landlord does not fix the problem after 5 days, you can:

- Terminate your lease by a written termination letter and move out.
- Possibly recover damages based upon the decrease in the fair rental value of the unit.

**Minor Problem:** If your landlord does not fix the problem after 10 days, you can:

- Provide your landlord with written notice that you will hire a licensed contractor to make the repair at the landlord’s expense. BUT the repair must cost less than \$300 or one-half of your monthly rent. After the repair is completed, you should pay the contractor, get an itemized bill, and have the contractor sign a “waiver of lien.” Provide the receipt and waiver of lien to your landlord and tell the landlord that you will deduct the amount you paid the contractor from next month’s rent.
- Terminate your lease by a written termination letter and move out.
- Possibly recover damages based upon the decrease in the fair rental value of the unit.