

TENANT'S RIGHTS MANUAL

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The mission of the Legal Aid Society is to pursue justice for people in poverty.

The information in this booklet is for educational purposes only. Do not rely on it if you live outside Louisville, Kentucky. Seek the advice of an attorney for assistance with specific problems. Call the Legal Aid Society at (502) 584-1254.

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Chapter I: Moving into Your New Dwelling

Find A Safe Place for These Things

- Your lease
- Security deposit damage list
- Copies of correspondence with your landlord
- Copies of housing inspection records
- Rent payment receipts

Inspect Your Dwelling

- Inspect the dwelling together with your landlord and agree to a complete list of existing damage. Both of you should sign and date the list. Ask your landlord to make you a copy of the list and keep the copy in a safe place.

Look For Smoke Detectors

- Your landlord must supply and install them; you must maintain and test them.
- Never tamper with or remove the batteries from a smoke detector.

Ask About Lead Paint

- Your landlord must disclose what he knows about lead paint if your home was built before 1978 and give you other information about lead paint.
- If you are concerned about lead paint, call Louisville Metro Health Department at (502) 574-6520.

Chapter II: Living in Your Dwelling

Protect Your Rights by Documenting Everything

- When you keep good records of everything, you will be able to prove your side of the story in case anything ever goes wrong. Your landlord will keep records to protect himself so you should, too.
- When you call your landlord, write down the date, who you called, who you spoke to, and what the person told you.
- Ask for signed, dated receipts every time you pay your rent.
- When you mail something to your landlord, send it via certified mail. Keep a copy of what you mailed and the mailing and delivery receipts.

Letting Your Landlord Enter Your Apartment

- You have a right to privacy and your landlord has a right to access to your apartment.
- Your landlord must give you two days' notice before entering your apartment. Your landlord can enter only at reasonable times and should not make repeated demands for entry.
- In an emergency, your landlord can enter your apartment without notice.
- If your landlord has given proper notice or an emergency exists, do not unreasonably stop him from entering.
- Do not change the locks if it would deny your landlord access to your apartment. It may also be a lease violation to change the locks.
- If your landlord abuses the right to access, call Legal Aid Society at (502) 584-1254. A sample letter regarding landlord access is included in the appendix.

Maintenance and Repair of your Dwelling

- Your Landlord's Maintenance and Repair Obligations
 - ◇ Your landlord must make repairs to keep your dwelling fit and

habitable; keep common areas clean and safe; perform maintenance and improvements specified in the lease; and keep appliances in good and safe working order.

- ◇ Your landlord must provide essential services: LG&E, running water, reasonable amounts of hot water, and reasonable heat between October and May. However, if you don't pay a utility bill for which you are directly responsible, the company can shut off the utility.
 - ◇ Air conditioning is not an essential service. But if your landlord provides it, your landlord must keep it in working order.
- What to do if Essential Services are Shut Off
 - ◇ Send written notice to your landlord via certified mail, call a housing inspector at 574-3321, and call Metrocall at 311.
 - ◇ If your landlord refuses to restore the essential service, contact an attorney. Call Legal Aid Society at (502) 584-1254. A sample letter regarding essential services is included in the appendix.
 - What to do if Your Landlord Fails to Repair or Maintain Your Dwelling
 - ◇ You may be able to end your lease and move out of your dwelling upon proper written notice (a "14/30 letter") or make the necessary repairs yourself and deduct the cost from your rent ("repair and deduct"). First, ask yourself these questions:
 1. Does your landlord's failure to make repairs or maintain the premises materially affect health and safety? You may repair and deduct or send a 14-30 letter only for problems that materially affect health and safety.
 2. Is the repair or maintenance needed because of something you, your family, or your guests did (or failed to do)? You may not repair and deduct or end your lease by sending a 14/30

letter for problems caused by you, your family, or your guests.

3. How much will it cost to repair? If the cost is less than \$100 or half a month's rent (whichever is greater), you may repair and deduct.
- ◇ How to Send a 14-30 Letter to end the lease
1. A 14-30 letter tells your landlord that he has 14 days to make the necessary repairs; otherwise, the lease will end in 30 days.
 2. Send a letter to your landlord via certified mail that specifies the repairs or maintenance that your dwelling needs. State in the letter that your lease will terminate 30 days after receipt of the letter if the repair or maintenance is not completed within 14 days.
- ◇ How to Repair and Deduct
1. Send written notice to your landlord via certified mail. State what needs repair or maintenance, and advise your landlord that you will fix the problem at his expense if the repair is not made.
 2. Unless it is an emergency, give your landlord 14 days to make the repairs or perform the maintenance.
 3. If your landlord still has not made the repair or performed the maintenance, repair the problem yourself or have someone else do it.
 4. When the work is completed, send your landlord an itemized statement for completed work that you have paid for in full. You may not deduct the cost of your labor or for charges you have not paid.
 5. Deduct from your rent the cost of the work, not exceeding \$100 or half a month's rent (whichever is greater).

If you have questions, you should contact an attorney. You may call Legal Aid Society at (502) 584-1254. Templates for both letters are included in the appendix.

Changes to Your Lease

- Changes in Rent Amount
 - ◇ If you have a yearly lease, the rent amount cannot change during the year unless your lease provides for an increase.
 - ◇ If you have a month-to-month lease, your landlord must give you 30 days' notice at the time rent is due before increasing your rent.
 - ◇ If you have a week-to-week lease, your landlord must give you seven days' notice at the time the rent is due before increasing your rent.
 - ◇ Seek the help of an attorney or call Legal Aid Society at 584-1254 if you would like help determining what kind of lease you have. Sample letters regarding rent increases for the different types of periodic tenancies are included in the appendix.
- Changes in Lease Rules
 - ◇ If your landlord makes up a new rule after the lease has been signed, your landlord must notify you of the change.
 - ◇ If the new rule substantially changes your lease, you are not bound by the new rule unless you sign it.
 - ◇ If you don't think the new rule is fair, ask your landlord for a written copy of it and say you need a week to think it over. Seek the help of an attorney or call Legal Aid Society at 584-1254 to find out whether the new rule is enforceable. A sample letter regarding an unenforceable rule is included in the appendix.

Dealing With Landlord-Tenant Problems Collectively

- If you are having problems with your landlord, other tenants may be having problems too. You may solve your problems together by forming a tenants' union. The union can help you negotiate with your landlord.
- Contact the Louisville Tenants Union at loutenantsunion@gmail.com for more information about organizing a tenants' union.

Chapter III: Moving Out of Your Dwelling

Ending Your Lease

- How To End A Lease: Generally
 - ◇ Whether and how you can end your lease depend on the terms of your lease. You have to read your lease to see what it says. If you end your lease early, you may be liable for damages for unpaid rent.
 - ◇ You end a lease by giving proper notice to your landlord. Send the notice via certified mail when your rent is due. For example, if your rent is due on the first of every month, mail the notice in time for your landlord to receive it by the first.
- How To End a Month-to-Month Lease
 - ◇ Send your landlord a written notice that says you are terminating the lease. Send it via certified mail at least 30 days before the rent is due. That means that if you want to move out on May 1st, you have to send the notice in time for your landlord to receive it by April 1st. A sample letter for ending a week-to-week or month-to-month lease is included in the appendix.
 - ◇ Either you or your landlord can give a 30 day written notice terminating a month-to-month lease
- How to a Week-to-Week Lease
 - ◇ Send your landlord a written notice that says you are terminating the lease. Send it via certified mail at least seven days before the rent is due. A sample letter for ending a week-to-week or month-to-month lease is included in the appendix.
 - ◇ Either you or landlord can give a seven day written notice terminating a week-to-week lease.
- How to End a Fixed-Term Lease
 - ◇ You have to read your lease to see what it says about ending the lease.

- ◇ You may be penalized for ending your lease. The penalty for ending your lease will be listed in your lease.
- ◇ Seek the help of an attorney or call Legal Aid Society at (502) 584- 1254 if you need help finding out how to terminate your lease.
- Ending Your Lease Because Your Landlord Fails to Perform Maintenance Obligations
 - ◇ Seek the help of an attorney or call Legal Aid Society at (502) 584- 1254. They will advise you about whether you can end your lease for this reason and how to do it.

Move-Out Inspection

- Before you move out, you and your landlord should inspect your dwelling and make a list of any damages beyond ordinary wear and tear. Inspect everything carefully before you sign the list. If you don't agree with the list, don't sign it. Give your landlord a signed, written statement that explains why you disagree.
- If you aren't allowed to inspect, or if your landlord does not inspect, your landlord can't keep any of your security deposit for damages that were not documented as occurring during your lease.
- If there are damages beyond ordinary wear and tear, your landlord must give you an estimate of the cost of repairs before they are paid. If the estimate is unreasonable, do not sign it. Write a Statement of Dissent that explains why the estimate is unreasonable. Send it to your landlord via certified mail.
- A sample letter demanding repayment of the security deposit is included in the appendix. You and your landlord can settle any further disagreements over the security deposit in Small Claims Court.

Chapter IV: Eviction

Your landlord can't evict you without giving you proper notice and then going to court. Your landlord can't lock you out, set out your things, or turn off the utilities to try to force you to move.

If you receive an eviction petition, seek the help of an attorney or call Legal Aid Society at (502) 584-1254. Go to court on the date listed in the eviction petition, even if you and your landlord have worked something out to make sure your case is dismissed. Plan to arrive 30 minutes early. If you do not show up or are late, you will probably be evicted. An eviction may hurt your credit and affect a landlord's willingness to rent to you in the future.

Reasons Your Landlord May Try To Evict You

- Non-Payment of Rent
 - ◇ Your landlord must give you written notice that your rent is late and must be paid within seven days. If you pay all of the rent and late fees within seven days, your landlord must accept your payment. Your landlord does not have to accept a partial payment or a payment that does not include late fees. After the seven day period, your landlord does not have to accept any payment.
 - ◇ Next, he must file an eviction petition. You will receive a copy from the sheriff or by certified mail. The petition will give you a date to be in court.
 - ◇ If your landlord does not follow the steps above, your landlord can't evict you. Show up on your court date and explain why your landlord can't evict you. Bring rent receipts or canceled checks that prove that you paid your rent on time. The court will not accept money order receipts.
- Breach of the Lease

- ◇ Your landlord must give you written notice of what you did to breach the lease and that you have 14 days to correct the problem. If you correct it, your landlord can't evict you. If you do not correct the problem, your landlord can evict you. If the same lease violation occurs again in the next 6 months, your landlord can give you written notice eviction proceedings will start in 14 days. This time, your landlord doesn't have to give you a chance to correct the problem.
- ◇ Next, your landlord must file an eviction petition. You will receive a copy from the sheriff or by certified mail. It will give you a date to be in court.
- ◇ If your landlord does not follow the steps above, he can't evict you. Show up on your court date. When your name is called, explain why you can't be evicted. Bring proof that you corrected the problem or did not violate the lease.
- Termination of a Month-to-Month or Week-to-Week Lease
 - ◇ If you don't have a fixed-term lease, your landlord can ask you to move out for any reason by giving you written notice.
 - ◇ If you have a week-to-week lease, your landlord must give you written notice at least seven days before the rent is due.
 - ◇ If you have a month-to-month lease, your landlord must give you written notice at least thirty days before the rent is due.
 - ◇ If you don't move after receiving proper notice, your landlord can proceed to evict you.
- Retaliation
 - ◇ Your landlord can't evict you, threaten to evict you, suddenly increase your rent, decrease the services provided to you, or shut off your utilities just because you made a formal complaint, called the health department or a housing inspector, or formed a tenant's union.

- ◇ If you believe your landlord is retaliating, seek the help of an attorney or call Legal Aid Society at (502) 584-1254.

What to Do in Court

- If one of these things is true, bring proof with you and tell the judge:
 - ◇ You did not get a written notice that you'd be evicted before you received the eviction petition.
 - ◇ Your landlord accepted payment after he filed the eviction petition.
 - ◇ You do not owe your landlord rent or late fees.
 - ◇ You did not breach your lease or you corrected the problem within 14 days after your landlord gave you written notice of it.
- Ask for a bench trial if you need more time to talk to a lawyer or gather evidence.
- Ask for the case to be dismissed if your landlord does not appear.

What Happens If You Lose In Eviction Court

- You have seven days to move out or appeal. If you need help finding a new place to live, call Legal Aid Society at (502) 584-1254.
- After the seven days, your landlord can get an order to set you out. Then the sheriff has ten days to set you out.
- When the set out actually occurs, the sheriff will supervise while your belongings are being moved out.
- Your landlord can't take your belongings as payment for rent or hold them until you pay your rent.
- Your landlord must file a case in Small Claims Court to get a judgment for any unpaid rent.

Chapter V: Special Rules for Section 8

If you have any questions about public housing or Section 8, call Louisville Metro Housing Authority (LMHA) at (502) 569-3400 (public housing) or (502) 569-6060 (Section 8).

Do not move in until your new dwelling been inspected and approved by LMHA. You will be responsible to pay the full amount of rent if you move in early

Follow these rules. If you don't, you may lose your Section 8 voucher:

- Complete all re-certifications and provide all information requested by the Housing Authority in a timely manner.
- Only terminate your lease or move out if you have LMHA's permission.
- Report changes in income or family size to LMHA immediately.
- Do not stop paying your portion of the rent without LMHA's permission.

Chapter VI. Housing Discrimination

Housing discrimination is illegal. If you have been discriminated against, keep a record of it. Write down what happened. Include the person's name and title and the place, date, and time. Save all documents you received. Call any of these numbers for help:

HUD Fair Housing Division	(502)-582-5251
Kentucky Commission on Human Rights	(502)-595-4024
Kentucky Fair Housing Council	(859) 971-8067
Louisville Metro Human Relations Commission	(502)-574-3631

Chapter VII: Resource Directory

The Attorney General Consumer Protection Division (502) 696-5389 can investigate landlord-tenant situations where money is involved. The most common issue is return of a security deposit. Hotline number is **(888) 432-9257**.

Better Business Bureau (502) 583-6546 will let you file a complaint about your landlord. BBB will send a letter to your landlord asking for a response to the complaint. Your complaint and your landlord's response will be available to others, such as other landlords or tenants.

HUD Fair Housing Division (502) 582-5251 investigates discrimination complaints in federally-subsidized housing.

Kentucky Commission on Human Rights (502) 595-4024 is the branch of the state government that enforces the Kentucky Civil Rights Acts. You can contact them if you suspect your landlord has violated your civil rights.

Kentucky Fair Housing Council (859) 971-8067 investigates complaints of housing discrimination throughout the state.

Kentucky Lawyer Referral Service (502) 583-1801 can refer you to an attorney. When you call, you answer questions that determine the nature of your legal matter and your ability to pay. Then you contact the attorney you were referred to. The attorney will give you an initial 30-minute consultation for free, but may charge you for further assistance.

Legal Aid Society (502) 584-1254 provides free legal representation to tenants who meet certain eligibility requirements.

Louisville Metro Department of Inspections (502) 574-3321 inspects properties to ensure compliance with Building Codes and Regulations. You can call them to schedule an inspection of your home, and they can cite and/or fine your landlord if the property is not in compliance.

Louisville Metro Health Department (502) 574-6520 can investigate Codes violations that pose health risks, such as lead paint or mold.

Louisville Metro Housing Authority administers public housing and Section 8 programs in Jefferson County. Call **(502) 569-3400** for questions about public housing and **(502) 569-6060** for questions about Section 8.

Louisville Metro Human Relations Commission (502) 574-3661 enforces city anti-discrimination laws. They can investigate discrimination complaints regarding housing, employment, and public accommodations, as well as hate crimes.

Small Claims Court (502) 595- 4475 settles disputes involving money or personal property valued at 2,500 or less. The proceedings are informal and there is no jury trial. You may file a claim without an attorney if you wish. It is the appropriate court for security deposit issues. Court costs will be about 50. You may recover these costs if you win your case. Please note: if you owe rent to your landlord when you move out, the landlord may file a counterclaim.

Chapter VIII: Template Appendix

ACCESS

Sender Name and Address:

Landlord's Name and Address:

Date:

Dear _____ (Landlord):

You have abused your right of access into my dwelling unit in the following way(s):

- () You entered my dwelling unit when there was no emergency for a purpose other than to inspect the premises; make necessary or agreed upon repairs, decorations, or alterations; or exhibit the dwelling to prospective or actual purchasers, mortgagees, tenants, workers or contractors.
- () You Entered my dwelling unit other than during an emergency without giving me two (2) days written notice and it was not impracticable to have given that notice.
- () You have used your right of access to harass me by making repeated demands for entry into my dwelling unit.
- () After giving me two (2) days notice of your intent to enter my dwelling unit, you entered at an unreasonable time.

Please be advised that if there is any future abuse of access I will take legal action pursuant to KRS 383.700, and may obtain injunctive relief or terminate the rental agreement, and recover actual damages and reasonable attorney's fees.

Sincerely,

DENIAL OF ESSENTIAL SERVICES

Date

Dear Landlord:

Contrary to our rental agreement or KRS 383.595, you have willfully failed to supply:

- Heat
 - Running Water
 - Hot Water
 - Electricity
 - Gas
 - Other essential service(s): _____
-
-

Under KRS 383.640, please be advised that unless the situation is immediately remedied, I am entitled and will seek to:

- Obtain reasonable amounts of heat, hot water, running water, electricity, gas or other essential service; deducting their actual and reasonable cost from the rent.
- Recover damages based on the reduction in the fair rental value of the dwelling unit.
- Obtain reasonable substitute housing during the period of your non-compliance, in which case I am excused from paying rent for the period of your noncompliance. I am also entitled to recover reasonable attorney's fees.

Sincerely,

LANDLORD'S MAINTENANCE OBLIGATIONS

Date

Dear Landlord:

Please be advised that you have not complied with KRS 383.595 and/or our rental agreement which requires you to:

- () Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- () Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- () Keep all common areas of the premises in a clean and safe condition.
- () Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by you.
- () Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
- () Our rental agreement also requires that you:

This is a material noncompliance materially affecting my health and safety.

Please be advised that if the above conditions are not corrected within 14 days my lease will terminate in 30 days after the receipt of this notice pursuant to K.R.S. 383.625(1). I hope that we can reach an agreement on the repairs immediately.

Sincerely,

REPAIR AND DEDUCT

Date

Dear Landlord:

According to KRS 383.595, it is the landlord’s obligation “to comply with the requirements of all applicable building and housing codes materially affecting health and safety” and “to make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.”

Please accept this as notice that I am requesting the immediate repair of the defects in my home. If you do not comply with this request within fourteen (14) days [twenty-four (24) hours if it is an emergency] of receipt of this letter, I may have the necessary work done in a professional manner and after submitting to you an itemized statement for the work actually done, I may then deduct the cost from my next month’s rent. I understand that the cost of the repairs cannot exceed one-half of one month’s rent or \$100, whichever is greater.

The defects in need of repairs are: _____

I do/do not consider this an emergency.

I make the request for repairs under the provisions of K.R.S. 383.635 and the provisions of the city or county health or housing codes. In addition, under KRS 383.705, retaliatory conduct is prohibited and I understand that a landlord may not retaliate by increasing the rent, decreasing any services and/or evicting me. If the landlord attempts to retaliate in any of the above ways because I request repairs or complain to a code enforcement agency, I may be entitled to recover an amount of up to three (3) months rent, plus a reasonable attorney’s fee.

I believe that the repairs I am requesting will contribute to the general upkeep of the dwelling and I recognize this to be a mutually beneficial action. I wish to remain as a tenant in my home and to cooperate with you in every way possible. I hope we can reach an agreement on the repairs right away.

Sincerely,

IMPROPER NOTICE OF RENT INCREASE

Date

Dear Landlord:

According to KRS 383.695, tenants are entitled to receive proper notice of any rent increase. Any rent increase represents termination of the old rental agreement and the beginning of a new rental agreement.

_____ Under a week-to-week rental agreement, Section 383.695(1) provides that a written notice given at least seven (7) days before the periodic rental date specified in the notice.

_____ Under a month-to-month rental agreement, section 383.695(2) requires that a written notice be given at least thirty (30) days before the periodic rental date specified in the notice.

Therefore, since you have failed to provide me the proper notice as defined by the law, I will continue to pay rent under the terms of my old rental agreement.

Sincerely,

TERMINATION OF TENANCY -- MONTH TO MONTH

Date

Dear Landlord:

Pursuant to KRS 383.695, I am notifying you that I am terminating our month-to-month rental agreement. This notice is given to you at least thirty (30) days before the next periodic rental date which is the _____ day of _____, 20____.

Sincerely,

TERMINATION OF TENANCY – WEEK TO WEEK

Date

Dear Landlord:

Pursuant to KRS 383.695, I am notifying you that I am terminating our week-to-week rental agreement. This notice is given to you at least seven (7) days before the next periodic rental date which is the _____ day of _____, 20____.

Sincerely,

RETURN OF SECURITY DEPOSIT

Date

Dear Landlord:

On the _____ day of _____, 20____, I gave you a security deposit in the amount of \$_____. As of the _____ day of _____, 20____, I have vacated the premises located at: _____.

KRS 383.545, provides that a security deposit is for the purpose of securing the landlord “against financial loss due to damage to the premises occasioned by the tenant’s occupancy other than ordinary wear and tear.”

Please be advised that there was no damage to the premises as a result of my occupancy other than ordinary wear and tear and therefore, under Section 383.580, I am entitled to a return of the full amount of my security deposit. If the full amount of the security deposit is not returned within ten (10) days of receipt of this notice, legal action may be initiated to obtain the full amount.

Please mail my security deposit to:

Name: _____

Street Address: _____

City, State, Zip: _____

Sincerely,



Legal Aid Society

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our services are always free.