

Tenant Top 10

- 1) Everything must always be in writing! Text Messages and Emails do not count. Put it on paper. Sign and Date it. Make a copy for yourself.
- 2) A landlord cannot evict you. Only the Sheriff can evict you. The landlord must give you written notice, file a court case, serve you court papers, go to court, get a judgement, AND THEN a Sheriff can be ordered by the Court to lock you out.
- 3) A landlord cannot terminate your utilities or change your locks (or remove your door).
- 4) A landlord cannot change the lease until after it expires.
- 5) If you need the landlord to make repairs, give them a notice in writing that says:
 - a. These items must be fixed: _____ . Please make these repairs within 14 days or I will terminate my lease and move out in 30 days.
 - b. These items must be fixed: _____ . Please make these repairs within 10 days or I will make them myself and deduct up to \$100 from Rent.
- 6) If you need the landlord to make repairs to Electric, Water, Gas, Hot Water, or other essential service, give them a notice that says:
 - a. These essential services must be fixed: _____ . I am immediately terminating my lease and moving.
 - b. These essential services must be fixed: _____ . I am going to stay at this location _____ until you get them fixed. I will not pay rent during the period when these items do not work.
 - c. These essential services must be fixed: _____ . I am going to purchase those services for myself and deduct there costs from the rent until you get them fixed.
- 7) A Lease may not:
 - a. Waive any rights or remedies given by the law;
 - b. Say that one person automatically wins a dispute;
 - c. Make one party automatically responsible for the other's attorney's fees;
 - d. Waive liability for damages caused by conditions of the property;
 - e. Create a lien on the tenant's property.
- 8) A landlord Must AT ALL TIMES:
 - a. Apartments: keep all common areas of his building, grounds, facilities and appurtenances in a clean, safe and sanitary condition;
 - b. Make all repairs and keep the unit and premises in a fit and habitable condition;
 - c. Maintain safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by landlord;

- d. Provide for trash and waste removal – except for single family homes where trash services are provided by the local government/utility company.
 - e. Supply running water, reasonable amounts of hot water, and reasonable heat AT ALL TIMES – exception for independently metered connections where the tenant pays water or gas utilities (tenant responsible for bill but landlord still responsible for maintaining pipes).
- 9) Landlord's right to enter your unit:
- a. Emergency: Landlord may enter without permission
 - b. The landlord must give 1 day's notice of their intent to enter a unit. The landlord may not abuse their right to enter.
 - c. A tenant can withhold permission for the landlord to enter if it is reasonable.
 - d. The landlord has no other right of access during a tenancy unless the tenant has abandoned OR the landlord has a court order.
- 10) The tenant shall at all times during the tenancy:
- a. Keep their unit safe, clean and sanitary as the condition of the premises permits;
 - b. Dispose of all ashes, garbage, rubbish and other waste in a safe manner;
 - c. Keep all plumbing fixtures in the unit as clean and sanitary as their condition permits;
 - d. Be safe when using all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises;
 - e. Not destroy, deface, damage, impair or remove any part of the premises or permit any person, animal or pet to do so;
 - f. Not engage in conduct that will disturb the quiet and peaceful enjoyment of the premises;
 - g. Comply with all rules and policies which are proper; and
 - h. Not engage in criminal activity that threatens the health, safety, or right of peaceful enjoyment of other tenants. Not engage in any drug-related criminal activity.

NOTICES:

5 Days – Non Payment of Rent

10/15 Days – Tenant Non-Compliance with Rental Agreement

10/30 Days – Landlord Non-Compliance with Rental Agreement

30 Days – Month to month rental agreements

Immediate – Improper use of unit

Immediate – Landlord failure to provide possession

Immediate – Landlord failure to provide essential service

Immediate – Unit is uninhabitable

Immediate – Tenant engages in criminal activity that threatens the health or safety of property or other tenants or drug related criminal activity on or near the property