

Know Your Rights and the Landlord Can't Rip You Off

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More than a third of American households are inhabited by renters and that means the tenants who live in those housing units have landlords.

The relationship between the two can sometimes be tricky.

Renters have rights, as do the landlords who own the properties their tenants live in.

Renters rights vary by state and local jurisdiction, so this serves as a general guide to those rights and who — the tenant or the landlord— is responsible for what.

General Rights of Renters

The most basic right is to a residence that is in good enough condition to be lived in, also known as a warranty of habitability.

That often includes a space that:

- Is safe to live in.
- Is structurally sound.
- Has working utilities.
- Has working plumbing with hot and cold water.
- Has usable heat or air conditioning (depending on jurisdiction)
- Is equipped with doors and windows that are not broken and locked.
- Is free from vermin or other pests.
- Has working smoke detectors (a requirement in some jurisdictions[TS1])

Often, there is a lease or formal agreement between the two parties outlining some of these responsibilities like the amount of money owed and when it is due, what happens if rent is late, the length of time the tenant is allowed to live in the dwelling, etc.

“That right or that warranty [of habitability] exists whether there is a lease or not,” said Marcos Segura, staff attorney for the National Housing Law Project. All states except Arkansas have recognized that warranty in residential leases.

A renter also has a right to privacy, meaning once they rent a dwelling, it is theirs to lawfully use.

The landlord can only enter the premises to inspect it or make agreed upon or necessary repairs. Entry can only happen during certain hours and with sufficient notice.

“But there are exceptions where you don’t have to give notice to a tenant and that is in situations where there is some sort of imminent emergency like a gas leak, fire, or an alarm going off,” Segura said.

Concerning rent, unless a jurisdiction allows it, a tenant’s rent cannot be raised during the terms of the lease. Some leases require notice if a tenant does not intend to stay after the lease ends.

The Accidental Landlord

According to the American Apartment Owners Association, half of all landlords are not big corporations, but rather people who own one or just a few properties.

“There are a lot of what we would call accidental landlords. They didn’t even try to be landlords,” said Alexandra Alvarado, director of marketing and education for AAOA. The membership organization represents landlords who own and rent a single house to large property management companies.

“Accidental landlords” might have inherited a home or moved to another home and chose to rent out a property. Alvarado said they call organizations like the AAOA for help because they are often new to renting properties.

“It’s in the interest of the landlord ultimately to make their tenants happy. In the long run, it’s way harder to find a good tenant to replace another than it is to just keep a good tenant happy and keep them in the unit.”

General Obligations of Renters Beyond Pay Rent

Landlords must provide a habitable space for renters, but renters have some responsibility for maintaining the quality of the property.

A renter must:

- Pay the rent according to the rental agreement or lease.
- Comply with building or local housing and health codes.
- Maintain the unit and keep it clean.
- Not cause any damage.
- Not violate any laws or allow guests to do so.
- Not allow anyone to use the rental unit for illegal purposes.

“Wear and tear is okay, there is no way to prevent that and it is not something that a tenant is responsible for, but [a tenant must] take care of the property and not do anything to destroy or damage it,” Segura explained.

Renters are responsible for keeping the peace by not disrupting neighbors with noisy equipment cranked up late at night or early in the morning, or by playing loud music when most folks are sleeping.

Fixing Problems

So, what happens if a tenant keeps the place generally clean, but mice find their way in? Or if a faucet starts to leak and damages the cabinet below? Or an appliance breaks?

“That’s the advantage of being a renter versus a homeowner is the landlord is the one that takes care of all the maintenance, unless it’s the tenant’s fault,” Alvarado said, adding sometimes it is difficult to tell the difference between normal wear and actual damage.

A tenant needs to report any problems with their rental unit to the landlord. Knowing how to contact that landlord should be clear from the beginning of the rental term.

“Typically, every lease will have some stipulation in there that you have an obligation to report issues as soon as you notice them,” Segura said. “If you don’t, and it becomes a bigger issue, then the tenant might be liable for that.”

In some rental situations, especially with single-family homes, some maintenance is the tenant’s responsibility, like lawn care.

Tech Communication

Alvarado said larger property management companies often have an online system to report maintenance requests or problems and landlords with fewer properties often give tenants their cell phone numbers or email addresses.

Giving a landlord 24 to 48 hours to respond to a problem or request and about a week to fix it is the norm. If it's a habitability issue, tenants should expect a quicker response. Landlords should keep their tenants informed about the progress they are making to address the concerns.

Security Deposit

Usually, renters pay a security deposit to the landlord to protect against damage that could happen to the property.

The landlord holds this deposit while the tenant is living in the property and returns it to the tenant within a set amount of time after they vacate the unit.

As a tenant, don't forget to tell your landlord where to send your security deposit.

If the landlord does not plan to give back the deposit or just part of it, the landlord should present the tenant with an itemized list of problems.

Pet Deposit

If a rental allows pets, often landlords collect a pet deposit and may have restrictions such as the weight of the pet or the number and type of animals. Some landlords might allow cats and not dogs.

Segura said a violation of pet rules can be grounds for eviction and landlords have a right to prohibit or restrict pets in most circumstances. An exception is a trained service dog.

“The biggest issue with pets is that people either don't notice that there's a prohibition on pets or they do and don't care and they try to get away with it. Then the landlord finds out about it six months later, and now you either have to get rid of your pet or you have to move. So, the first thing is you want to be upfront with the landlord.”

How and When to Complain or Seek Legal Help

Disputes between tenants and landlords often involve four things; unpaid or late rent, security deposits, damage, or needed repairs.

It might be time to get help if you have notified your landlord in writing about a problem and nothing has been done in a reasonable amount of time.

But don't just stop paying rent. Segura said there are few circumstances where it is okay to withhold payment. Legally, landlords cannot charge rent if the dwelling is not habitable, but there are very specific definitions of that condition.

“It should be the very last resort because inevitably what will happen is the landlord is going to hit you with an eviction for non-payment of rent,” he said.

To Pay Rent or Not

If you reach the point of thinking about withholding rent or you're at a stalemate with your landlord, Segura advised seeking legal representation either with a private attorney or legal aid office.

“At some point, you're going to get some notice saying either pay rent, fix this, or remove this pet, whatever the case might be. Without question, at that point, you want to seek legal help.”

The required notice is the first step in the legal process.

“Once that notice has been served, the landlord is going to move to evict and it's really difficult to get a landlord to back off from that,” he said.

In almost all cases, a landlord cannot evict a tenant immediately. There is an eviction process. Also, a landlord cannot lock a tenant out, cut off utilities, or forcibly remove a tenant or a tenant's belongings.

Ways to Protect Your Renter's Rights

Read the entire lease and make sure you understand everything in it, including your responsibilities, before you sign it. If you don't understand something, ask.

Other ways to protect yourself:

- **Take photos:** When you move in, take photos of the condition of everything. Send that document to your landlord and ask for a signature. Repeat the process when you move out.
- **Receipts:** Get and keep receipts for all rent payments. Take photos of checks or account transfer confirmations. This is especially important if you pay rent in cash.
- **Insurance:** Get renters insurance to protect your personal belongings from theft or damage.
- **Requests:** When there are problems or you need something, report the issue to your landlord as quickly as possible. Put all requests in writing. Certified return receipt mail is one option for correspondence done by snail mail. Return receipts are an option for email.

One of the best ways to protect yourself is to try to have open communication with your landlord from the beginning.

“Once an issue arises, your relationship with your landlord makes a huge difference as to whether it gets taken care of the way it’s supposed to be, or whether it’s going to result in some bigger issue, which ultimately could be like an eviction,” Segura warned.

Tiffani Sherman is a Florida-based freelance reporter with more than 25 years of experience writing about finance, health, travel and other topics.
