Your Legal Rights

HOUSING

Another subject that is important to people is housing. Everyone needs a place to live. There are rules and regulations for the places where people live. This section of YOUR LEGAL RIGHTS tells you what your rights are concerning where you live. It also tells you what the rights are of the owner and others.
Vocabulary

Evict - a legal process to remove a person from the place where he or she lives for legal reasons. *Failure to pay rent is one legal reason to evict a tenant.*

Landlord - the person or group that owns houses, apartments, or rooms that are rented to other people to live in. *The landlord has a duty to keep the parking lot clean and safe.*

Lease - a written agreement for renting a house or apartment. *Your lease tells you when the rent is due.*

Possessions - the things you own or have. *You can store your possessions in a locked storeroom in the basement.*

Premises - land and buildings on it. *The landlord is responsible for keeping the premises safe.*

Residential - has to do with land where people live. *The city is planning a new residential area of 100 apartments by the park.*

Restriction - a list of things limiting something. *The apartment unit has a list of restrictions to protect against fire.*

Security Deposit - a sum of money given as a part of a payment or to make sure an agreement is met. *A security deposit is required for most apartment leases.*

Tenant - a person who pays someone else to live in an apartment, house, or room. *A good tenant pays the rent on time.*
Deduction - When the landlord returned my deposit she kept a deduction of $50.00 for damage to the stove.

Deposit - a deposit is required to make sure that the terms of the lease are met.

Liable - You are liable for damages to your apartment.

Ordinance - Ordinances are rules made by local authorities to provide for such things as fire safety in housing.

Processed - You must fill out a form with personal information before you can be processed for rental help.

Regulate - The city regulates the building conditions of apartments.

**Housing**

State and local laws regulate residential space such as rooms, apartments, condos, and houses where people live. The person or company who owns the space is called the landlord. The one who rents it and who pays to live there is called the tenant.

An agreement to live in a rented space does not have to be in writing. It can be a verbal agreement. However, a signed lease between you and the landlord protects you. Many agencies that offer rental assistance require a lease as proof before you can be processed for help. These are things a lease might say.

1. Length of the lease.
2. How Much rent to pay.
3. When to pay the rent.
4. Penalties for late payment.
5. Restrictions like "No Pets."
6. Utilities the tenant pays.
7. Utilities the landlord pays.
Understand what the lease says before you sign it. Breaking the restrictions in your lease can cause you to be evicted. Get a copy of the lease and **KEEP IT**.

A lease does not have to be written to be good. But it protects your rights to have it in writing. Your landlord cannot raise the rent for the time period of the lease. He cannot rent the apartment to someone else for the period of the lease.

A **security deposit** is usually required. It is usually one month's rent. In some cases of public assistance housing, there is a deposit limit. The security deposit is for the landlord to hold in case of property damage, unclean conditions, or unpaid rent by you after you move out. If you leave the apartment in clean condition with no damage, the landlord must return the security deposit to you. To protect yourself you can take pictures of a clean and undamaged apartment with a witness present. Give your new address when you move out. You must receive the deposit within 30 days. If the deposit is not returned to you, the landlord must send you a list of the deductions he made for damages. Ask for a written copy of the damages.

**Duties of the Landlord**

1. Keep the premises fit for living - clean and safe.
2. Obey state and local health and safety codes.
3. Make repairs within specific amount of time when notified properly by the tenant.

The landlord may enter your apartment to inspect, make repairs, or show it to future tenants, or to protect it in an emergency. You must be notified that the landlord or maintenance was in your apartment or home in your absence.
Duties of the Tenant/Renter

1. Pay the rent on time.
2. Keep premises clean and in good condition.
3. Use fixtures and appliances properly.
4. Meet restrictions stated in the lease.
5. Do not cause damage.
6. When you move out, restore premises to the original conditions except for reasonable wear and tear.

The city has an ordinance that says using a barbecue grill on an apartment balcony is against the law. Ordinances with apartment restrictions are written for good reason for the tenants' safety.
State Consumer Protection Acts having housing protections. A landlord cannot rent an apartment with damaged walls, floors, stairs, or ceilings, or plumbing problems. Conditions that endanger health or safety must be properly repaired. There are specific regulations for repairs.

There are regulations to follow to request repairs. Notify the landlord in writing about what needs to be fixed. He must make repairs within a reasonable amount of time. You do not have the right to refuse to pay rent until repairs are made. After you have notified the landlord of needed repairs, and he has not made them, report him to a local housing authority agency, a community action center, or other consumer protection service.

**Special Conditions for Moving Out**

In a monthly lease, you cannot just leave at the end of the month. You have to give one month's notice that you are leaving. Follow the conditions of the lease.

If you do not pay the rent, the landlord will give you a notice to pay or leave within a certain number of days. Failure to pay rent is a legal reason to be evicted from where you live. If you pay within the number of days, then you do not have to move out.

If you break the lease by moving out before the specific length of time, you can be sued for unpaid rent for the rest of the time on the lease. You can also be sued for damages, expenses to re-rent, lawyer's fees, and court costs.

If you sign a lease with friends and they move out, you are liable for the full rent for the length of the lease. You should have renters' insurance to protect your possessions.