



## Landlord-Tenant Information Sheet

Landlord-tenant law can be confusing and cumbersome to understand. Below is information to keep in mind while renting off-campus housing.

### Landlord-Tenant obligations

As a tenant, you will have the general obligations to:

1. Comply with all health and housing codes, and city and community ordinances,
2. Keep the premises reasonably clean,
3. Use electricity, plumbing, and sanitary systems, heating and air conditioning, and elevators (if any) in a reasonable manner,
4. Refrain from damaging or removing items from the premises, and
5. Comply with reasonable rules and regulations provided in the rental agreement.

At the end of a lease period, the tenant is obligated to deliver the premises in clean and proper conditions as it was provided by the landlord except reasonable wear and tear. If the tenant fails to comply with his/her obligations, the landlord may seek remedies in court after giving reasonable notice to correct the deficiency. The landlord may also be awarded actual damages, attorney's fees, court costs, etc.

The landlord also has obligations to:

1. Deliver the premises in a safe, clean, and habitable conditions,
2. Comply with all health and housing codes,
3. Maintain common areas in proper condition, and
4. Provide safe and working electricity, plumbing, sanitary systems, heating and air conditioning, elevators (if any), and appliances.

If the tenant has provided notice to the landlord and allowed reasonable time for the landlord to remedy the situation and he/she has failed to do so, tenant may bring a lawsuit to seek actual and consequential damages, attorney's fees, court costs, etc.

Please note that the landlord may ***not*** interfere with the tenant's access to the rental property by changing the locks, removing doors and/or appliances, or shutting off the utilities, unless the tenant has abandoned the property.

### Evictions

In order to be effectively evicted from your rental property, there must be a court order from the local small claims court. You must receive proper notice of an eviction hearing. The first hearing will be to

determine who has rightful possession of the rental property – you or the landlord. The second hearing will be to determine damages owed.

If the tenant is delinquent on rent obligations but wants to stay in the rental property, it is often advantageous to explore settling with the landlord to pay all delinquent rent and any late fees to dismiss the eviction action.

If the eviction action were to go to trial, the parties have the right to a jury trial.

Even if the tenant has moved out of the premises, and the tenant still owes rent or has caused damage to the property, the tenant is still obligated to appear at any and all hearings summoned by the court. Non-appearance will result in the default judgment against the tenant and the tenant may later be liable for damages, rent, attorney's fees, court costs, etc. that may appear and hurt their credit report. Moreover, moving out before the end of their lease still obligates tenants for the remaining months of the lease; however, landlords are obligated to mitigate the damages by attempting to re-rent the property.

If the tenant believes that the condition of the rental property could be disputed, it is advisable to take pictures and video as evidence if the landlord decides to dispute damage to the property in court.

### **Security Deposits**

In order for tenants to have rights on their security deposit, tenants ***must*** provide the landlord with their new mailing address after vacating the rental property. **THIS IS IMPORTANT: TENANTS MUST PROVIDE THEIR NEW MAILING ADDRESS TO THEIR LANDLORD IF THEY WANT A FULL OR PARTIAL REFUND OF THEIR SECURITY DEPOSIT.** Once the landlord has been provided with a new mailing address, the landlord must send the security deposit within 45 days of the tenant's vacating the property – either a full refund or a refund of the difference from an itemized list of damages alleged. If the landlord fails to provide this notice within the 45-day period, the former tenant has a claim for full refund, attorney's fees and costs, and the landlord has waived any subsequent claim for damages.

For more information on your off-campus housing rights and obligations, please contact the Off-Campus Student Services Coordinator in the Office of Educational Partnerships and Student Advocacy in CE350 or call (317) 274-4431.