

HOUSING LAW: RIGHTS AND RESPONSIBILITIES AFTER MOVING IN



90 MINUTES

I'm a Tenant: What Should I Be Doing? (10 minutes)

I'm a Landlord: What Should I Be Doing? (10 minutes)

Role-Play: Dealing with Landlord/Tenant Problems (40 minutes)

What Can I Do If I Can't Pay the Rent? (10 minutes)

What Can I Do If I Can't Afford Housing? (10 minutes)

Summary (10 minutes)

OUTCOMES

As a result of this lesson, participants will be able to:

- Analyze responsibilities of tenants and landlords.
- Use the law to protect tenant rights.
- Generate options for typical tenant problems.
- Explore affordable housing options.
- Use problem-solving skills to solve housing problems.

HANDOUTS

1. Tenant Responsibilities
2. The Case of the Noisy Neighbor
3. Steps for Solving Problems
4. When Something Goes Wrong
5. Where to Go For More Information
6. Reflections

HANDOUT FOR FACILITATOR

1. Attachment A Apartment Lease

COMMUNITY RESOURCE PEOPLE

Invite an attorney, a representative from the public housing department, or a community-housing advocate to help with the lesson. Send a copy of the lesson and the "Suggestions

PREPARING TO TEACH

- ☒ Copy the **Handouts**.
- ☒ Post the session outcomes.
- ☒ Tell participants to bring **Handout 3, Apartment Lease** from the previous lesson, or make copies for the participants.
- ☒ Adapt the laws as indicated in the body of the lesson.
- ☒ Add any local community resource information to **Handout 5, Where to Go For More Information**.
- ☒ Try to locate a brochure or a fact sheet on local tenant rights and resources.

REVIEW TEACHING STRATEGIES

- Small groups
- Questioning
- Role-play

for the Community Resource Person” (found in the front section of the manual) when confirming the date and location.

REMINDER

If you are a law student, tell participants upfront that you are not a lawyer and *cannot* give legal advice. Focus on teaching the general legal concepts, developing life skills, and directing participants to community and legal resources in the event they have a specific need. Know your state’s unauthorized practice of law restrictions.

WEB RESOURCES

Landlord and Tenant: Go to **www.nolo.com** and click on “landlord & tenant” at the left of the home page for a wealth of easy-to-use resources.

Public Housing, Homeownership: Click on the National Housing Law Project (NHLP) at **www.nhlp.org**.

State Landlord and Tenant Laws: The Nolo.com Law for All web site can help you locate your state housing law at:

www.nolo.com/lawcenter/ency/index.cfm/catID/42F1A487-5FDD-45C5-84A2E323ABF31CC5 (or go to **www.nolo.com** and on the left side click on “landlords & tenants” and click on “landlord-tenant statutes”).

WHAT THE ICONS MEAN



Have the RESOURCE PEOPLE help you with this part of the lesson.



Adapt law, procedure, and/or community resources for your area.

I’M A TENANT: WHAT SHOULD I BE DOING? (10 MINUTES)

1

Have participants identify the primary responsibilities of a tenant (e.g., pay the rent on time, keep the apartment in good condition, etc.). Refer to Apartment Lease Attachment A, from **Handout 3** of the lesson entitled **Landlord and Tenant: Preparing to Move-In** for specific responsibilities.

2



Distribute **Handout 1, Tenant’s Responsibilities** and read. Have the resource

person comment and add suggestions to the list.

Handout 1**TENANT RESPONSIBILITIES**

A tenant should:

- Follow his or her responsibilities in the lease.
- Pay rent on time.
- Pay utility bills on time, if required.
- Pay a security deposit, if required.
- Use the apartment only for legal activities.
- Inform the landlord of any defects or damage to the apartment so that the landlord can make repairs.
- Keep a record of all communications between you and the landlord to protect your rights.
- Keep the apartment clean.
- Keep noise to a reasonable level so others are not disturbed.

I'M A LANDLORD: WHAT SHOULD I BE DOING?
(10 MINUTES)**1**

Ask participants what they think the responsibilities of a landlord are:

A landlord's responsibilities are found in the lease, and in federal, state, and local laws.

2

Tell participants the following:

Most states have laws that require landlords and tenants to keep the apartment in a condition fit to live in. The courts call this a warranty of habitability and this warranty is implied in all leases even if the lease does not specifically mention it or if the lease claims no such liability. This amounts to a promise by the landlord to provide a place fit for human habitation. For example, if the furnace breaks down, the roof leaks, or the apartment is infested with insects, the landlord has a duty to correct these problems. However, minor problems such as the lack of a garbage

disposal, slightly worn-out carpeting, or a few ants do not alone violate the warranty of habitability. The tenant also must keep the apartment in a habitable state clean and free of excessive debris.



Have the resource person comment on the laws in your state.



Is there a “warranty of habitability” in your state? If so, what does it mean?

3

Point out that in addition to this warranty of habitability, many communities have enacted housing codes that establish additional responsibilities for the landlord.

- Housing codes are laws that regulate standards of safety and maintenance for residential buildings. Landlords may lose their license to rent if they do not meet the standards of the housing codes.
- Housing codes differ from area to area, but in most places, tenants in private homes have the right to call in a government housing inspector to examine their apartment for code violations.



In your state do any housing codes establish responsibilities for the landlord? How do government housing inspectors help enforce the housing codes?

4



Have the resource person comment on where participants can get copies of their local housing laws and codes.

ROLE-PLAY: DEALING WITH LANDLORD/TENANT PROBLEMS (40 MINUTES)

1

Now that participants know the basic responsibilities of tenants and landlords, they need to apply their knowledge to a problem facing the Young family. Pass out **Handout 2, The Case of the Noisy Neighbor**. Request a volunteer to read it aloud.

Handout 2

THE CASE OF THE NOISY NEIGHBOR

The Young family signed a one-year lease to rent one of Mrs. Weaver’s apartments. After the family moved in six months ago, they discovered that their neighbor has a huge dog named

Baby that barks every time someone buzzes the front door of the apartment building. To make matters worse, the dog leaves “his business” in the building’s backyard where Alison, Albert, and Traci play. The private alley behind the apartment building is also filled with all kinds of trash, including Baby’s business.

Monica has talked to her neighbor, Jess, about Baby. Jess said that the problem would be taken care of if Monica stopped having her alarm go off every day at 5:00 am and then dancing around to disco. For a week, Jess picked-up after Baby, but now things are as bad as ever.

Monica Young complained to Mrs. Weaver twice by leaving a message on her answering machine. Monica wants Mrs. Weaver to kick the dog out even though she knows that Mrs. Weaver and the dog owner are friends. However, Monica is worried about pressing the issue because Albert, her son, has a guinea pig.

Monica, Jess, and Mrs. Weaver are meeting to solve this problem.

2

Have the participants identify the facts in **Handout 2, The Case of the Noisy Neighbor**. List the facts on the flip chart, board, or transparency.

3

Ask participants what the problem is. Make sure that they agree on the problem.

4

Tell participants that Monica, Jess, and Mrs. Weaver have agreed to meet to resolve the situation. Have participants count off: 1 (1’s are Monica), 2 (2’s are Jess), and 3’s (3’s are Mrs. Weaver).

Remind the participants to examine **Handout 3, Apartment Lease** from the *Landlord and Tenant: Preparing to Move-In* lesson, which Monica signed, to see if it provides any information relevant to solving the problem.

5

Inform participants that it is helpful to follow a structured thought process to develop good problem-solving skills. Pass out and review **Handout 3, Steps for Solving Problems** and have each participant complete it according to their role.

Handout 3

STEPS FOR SOLVING PROBLEMS

Roles: _____ (Monica) _____ (Mrs. Weaver/landlord)
_____ (Jess)

Directions: Please complete the following steps playing the roles of Monica, Jess, or the landlord. Try to work together to come up with a fair solution.

STEP 1: Describe the problem.

(Make sure you know what the problem is and who is involved.)

STEP 2: Determine whether the problem is worth solving.

(Do the people involved really want to solve the problem? Why or why not?)

STEP 3: Think of alternative solutions to the problem.

(Think of different things that might help to solve the problem. Are there any laws that apply?)

STEP 4: Consider the consequences for each alternative.

(What will happen, good or bad, when you try each alternative?)

STEP 5: Choose the alternative solution that seems to be the best and write it down in as much detail as possible.**STEP 6: In case the alternative solution does not work, think of a backup solution that works for everyone involved.****6**

After participants have completed their **Handout 3**, divide the participants into groups of three (comprised of a Monica, a Jess, and a landlord) to role-play the situation in **Handout 2, The Case of the Noisy Neighbor**. Participants should refer to their answers on **Handout 3, Steps for Solving Problems** but try to agree as a group on steps 3-6.

7

With the resource person, circulate as the groups discuss the landlord and tenant problem. Make sure participants are creating a list of alternatives.

8

When the groups finish, they should present their solutions in a round-robin fashion. Each group should report on its members' final solution. Consider the good and bad consequences to each solution.



Have the resource person comment on what the outcome might have been in these types of situations.

9

Discuss the process:

- How hard was it to reach an agreement?
- Did the people involved act fairly?
- What gave group members the most trouble?
- What would they do differently?

10



Ask the groups if there were any laws that helped them solve this situation. The resource person should review how the law affects this tenant problem, using the following questions as a guide:

- Does the lease say anything about this particular problem?
The lease (attachment A) signed by Monica and Mrs. Weaver says that “tenant will not keep any pets, live animals, or birds of any description in the said premises” (paragraph #10). Both a dog and a guinea pig would fall under this definition of pets. However, it is unclear from the facts if Jess signed the same lease. If it didn’t, would this be fair to Monica that Jess can have a dog and she can’t? Monica could argue that all the tenants need to be treated the same and if Jess can keep a dog, then Albert can keep a quiet, clean guinea pig. If they had the same lease, Monica could also seek to enforce the pet provision of the lease and ask Mrs. Weaver to force Jess to get rid of the dog. Of course, this would mean that the guinea pig might also need a new home. Mrs. Weaver and Monica might agree to modify the lease to allow certain types of pets.

Also provision #4 says that the tenant will not use the apartment in any “noisy or rowdy manner”. This could prohibit having a dog’s bark disturb others or waking others up at 5 AM with loud music.

- Does the “warranty of habitability” apply?
The situation does not amount to a violation of the “warranty of habitability” because the apartment is still suitable for human habitation. However, Monica could argue that things are so gross and unsanitary that her family’s health is at risk from the barking, the trash, and the dog droppings.



If there is a “warranty of habitability” in your state, how would it apply to this problem?

- Do housing codes apply?
Housing codes in most states require that a landlord keep private alleys and common areas free of debris, dirt, garbage, standing water, and other unsanitary matters.



Do local housing codes require the landlord to keep private alleys and common areas free of debris, dirt, garbage, standing water, and other unsanitary conditions?

- Can Monica withhold her rent until the problem is solved?
This is a tough question to answer because laws vary from state to state. Some states allow tenants to stop paying rent until the landlord makes the needed repairs or changes but often only when the conditions of the apartment violate the “warranty of habitability.” Generally, a tenant must show that the landlord did not provide habitable premises *and* that the landlord was on notice of problems and failed to fix them in reasonable time in workmanlike manner.

Withholding rent is a serious step that can get you evicted if your state does not allow rent withholding. Before withholding rent, a tenant must put the landlord on notice as to why. Tenants should always talk to a lawyer before withholding their rent or trying a rent strike.



Does your state allow tenants to withhold rent until a landlord makes needed repairs or changes? Can the tenant withhold rent in the amount of repairs the tenant has made him/herself (e.g., repair and deduct)?

- Can Monica sue?
If the landlord breaks the lease, the tenant may take the landlord to court. The tenant can ask that the landlord fix the problem. Some places have landlord-tenant commissions, agencies, or small claims courts that hear these types of cases. These informal courts do not require a tenant to hire a lawyer.



How does your state's court system handle landlord and tenant disputes? (Example: landlord-tenant commissions, agencies, small claims courts, etc.) What can a tenant do if she or he cannot afford a lawyer?

- Can Mrs. Weaver sue?
If Monica decides not to pay her rent, Mrs. Weaver can sue her for non-payment of rent and for violating the lease by having a pet. Mrs. Weaver could also have Monica evicted.
- Can Monica move out of the apartment?
No, unless she gives the landlord 30 days' notice as per the provisions of the lease. Otherwise, she will forfeit her security deposit. She could possibly be responsible

for more money if she has a year lease and the landlord cannot find a new tenant. There are exceptions to this notice when the apartment is not fit for her to live in, but the conditions present in this situation are not that serious.



Under what circumstances can a tenant leave her apartment before completing her lease in your state? When does “constructive eviction” apply?

- What else could Monica do?
She could call a community housing organization or a tenant assistance program to complain, a local housing inspector to complain, investigate the possibility of community or court-sponsored mediation programs, or find a lawyer.

11



Distribute **Handout 4, When Something Goes Wrong**. Read aloud and discuss. Have the resource person compare this handout with participant suggestions and discuss what steps would be appropriate for Monica to take.

Handout 4

WHEN SOMETHING GOES WRONG

1. **Complain to the landlord.** If you need the landlord to fix something, contact the landlord (or his or her representative) directly to arrange for a repair. If you call, be sure to keep a record of the date, the time, the person you talked to, and what the person said. It is always better to write the landlord regarding the problem. If you write, be sure to keep a copy of the request and consider sending it return receipt requested. Often landlords do their best to make repairs because their property is valuable to them. It is also a good idea to take a picture of the damage if it is not repaired within a reasonable amount of time of the request.
2. **Repair and deduct.** In some states, tenants can repair items in their apartment and subtract the cost from their next rent payment. However, it is always a good idea to talk to a lawyer before doing this since the law varies. Tenants can only withhold rent if the repairs are of a serious nature and most places restrict the amount that can be withheld. In all cases, the tenant must notify the landlord before doing so. They should give the landlord the remainder of the rent and provide him with the bill which shows the repair payment. If this is not allowed in your state, do not try it. The landlord may evict you for not paying rent. Then you'll have to prove in court that you told the landlord about the needed repair, the landlord did not fix it, and the repair was necessary.
3. **Complain to a government housing agency.** Many states and local governments have housing departments that enforce housing codes or rules. These housing codes set the

minimum requirements for safety and living conditions that a landlord must provide. If your apartment is unsafe and unhealthy, call the housing department. Tell them that you think your apartment is unsafe or unhealthy and that you would like a housing inspector to examine it. The housing inspector should make sure your landlord solves the problem. Housing codes have rules about plumbing, electricity and fire safety, room temperature, and rodents and insects. The tenant should get the name of the inspector and ask for a copy of the report.

4. **Stop paying rent.** Some states allow tenants to stop paying rent until the landlord makes needed repairs. This is a serious step that can get you evicted. Tenants should always talk with a lawyer before withholding rent. Many localities will require that you pay rent into an escrow account with the court.
5. **Sue the landlord.** If the landlord breaks the lease, the tenant may take the landlord to court. The tenant can ask the court to order the landlord to solve the problem. Some places have tenant-landlord commissions or small-claims court that hear these types of cases. These places do not require the tenant to hire a lawyer, and are not as costly as civil court.
6. **Move out of the apartment.** If the place is not fit for you to live, you may move out without telling the landlord in advance. Give the landlord as much written notice as possible and an explanation of all the repairs that have never been fixed. This is a serious step and you should consult a lawyer. You must be able to prove that the apartment was unfit. Otherwise, the landlord may sue you for the amount of rent money you owe from the time you move out until the end of the lease.

WHAT CAN I DO IF I CAN'T PAY THE RENT? (10 MINUTES)

1

Have the class imagine a situation that might arise in the future that might make it impossible for Monica (or any tenant) to pay the rent. List answers on the flip chart, board, or transparency. Sample ideas include:

- Loss of a job
- Illness of wage-earner
- Government assistance like social security or housing vouchers delayed

- Emergency expense like medicine for a sick child or loan to a family member
- Other expenses like food, gas, etc. go up

2

Inform participants that it is likely at some point in everyone's life, it will be difficult to pay the rent on occasion. Have participants think about what a tenant should do in the following case:

Monica and her three children have lived in Mrs. Weaver's apartment building for over eight months. She has always paid her \$1,000 per month rent on time. However, this month she only has \$800 since she had to use \$200 to replace the timing belt in her car. It is five days before the rent is due. What can Monica do?

3

Have participants work in pairs to come up with ideas for Monica. After a few minutes, have the pairs share their answers with the group. Have the resource person comment, add any additional ideas, and identify local resources that might provide emergency rental assistance. Sample answers include:

- Talk to Mrs. Weaver and see if you can get an extension without having to pay late fees set-out in the lease. (Remember that so much about resolving landlord and tenant problems is about relationship-building with the other tenants and landlord. So from the onset of moving into an apartment, it is wise for a tenant to build a positive relationship with the landlord – being friendly if you see her in the hallway, sending her a holiday card, keeping your apartment and common space neat, etc. – and with the other tenants – keeping noise levels to a minimum, informing and inviting them if you are having a party, offering to pick-up their newspaper if they are going away, etc.)
- Find out if you can borrow the money from a friend, family, or employer.
- See if you can work extra hours. (Check the local paper to see if there is a short-term job prospect.)
- Offer to barter services with the landlord. For example, I can do gardening if you can let me pay less rent this month.
- Contact a local program that provides emergency housing assistance (check with a local church, food bank, or housing organization for help).



TIP: Make sure to mention that some landlords are big management companies so it might be harder to develop a relationship. However, even for management companies, it is important to establish relationships with the employees. It is in the interest of the company to keep you in the unit rather than to go through costly eviction proceedings.

4

Ask participants if they think it would be a good idea for Monica to not pay all of the rent and hope that Mrs. Weaver does not notice. Have participants discuss what might happen if Monica did not pay all of the rent. Points to bring out in the discussion include:

- If a tenant does not pay the rent—even a portion of the rent— this is a breach of the lease and it can have serious consequences. Eviction means that the landlord is legally entitled to remove the tenant and the tenant’s belongings from the rental unit.
- The landlord can never just throw the tenant out without *first* following legal procedures.
- A landlord must first give the tenant written adequate notice as to why the landlord is terminating the tenancy (e.g., non-payment of rent, drug dealing in the apartment, etc.). If the tenant does not fix the violation (e.g., pay the rent, prove no drugs were ever sold) or move out, then the landlord can file a law suit to evict.
- Eviction procedures vary from state-to-state. Some states have a separate Landlord and Tenant court. As a tenant, it is important to recognize that you have many rights including the right to sue the landlord for housing code violations. If you do get a notice to appear in court, a tenant needs to take the notice seriously and go to court. If a tenant does not show-up, a judge can order a judgment against the tenant and eviction proceedings can begin. Some courthouses have resources for tenant’s to review; many localities have housing assistance organizations.



What are the state procedures to bring an eviction suit?

- If a landlord resorts to a “self-help” eviction by throwing a tenant out or shutting-off the utilities, the landlord can be fined and the tenant can sue. Even when a landlord wins an eviction suit, the landlord typically has to pay a local law enforcement officer to conduct the eviction.

WHAT CAN I DO IF I CAN’T AFFORD HOUSING? (10 MINUTES)

1

Write the terms public housing, rent-assisted housing, and group house on the flip chart, board, or transparency and direct participants to define.

- **Public housing:** property that is built and operated by a local housing authority and is subsidized and regulated by the Federal Government through the Department of Housing and Urban Development. The purpose of public housing is to provide safe, decent, and sanitary housing for low income individuals and families. Eligibility for public housing is based on income, family size, and need.

- **Rent-assisted housing:** In some communities, private housing is also available for rent based on a person's ability to pay. The government pays the difference between what the tenant can afford and the actual cost of the residence. Landlords can receive government subsidies for renting to low and moderate income persons. This is called the Section 8 Rental Assistance Program.
- **Group house:** A group house is a large house that is shared by three or more people. Each person in the house has a bedroom and shares common rooms (i.e., bathroom, kitchen) with others. For persons who don't mind sharing living quarters, group houses are a good way to cut expenses and save money.

2

Find out if participants have any other suggestions about how to acquire safe and affordable housing. The resource person should present other options. Options include:

- What types of housing are available in your community?
- What other kinds of housing are needed?
- How can you implement these housing ideas?

SUMMARY (10 MINUTES)

1

Ask participants if they learned anything that might be helpful in dealing with tenant problems. Have participants answer "true" or "false" to the following statements:

- A tenant should stop paying rent if the landlord is nasty. (F)
- A tenant can do whatever he wants to in his apartment just so he pays the rent on time. (F)
- A tenant has rights that are not necessarily in the lease. (T)
- A landlord can throw a tenant out on the street if the tenant has not paid rent for three months. (F)
- A landlord can throw a tenant out for any reason. (F)
- A tenant should try to develop good relationships with the landlord and his neighbors. (T)

2

Call upon participants to give an example of a housing problem. Discuss where they could go for help.

3



Pass out **Handout 5, Where to Go For More Information.** The resource person should review housing options and how to get additional information on housing.

Handout 5

WHERE TO GO FOR MORE INFORMATION

Locating an Apartment or a Group Home: The best place to start is by checking the advertisements in the newspaper. You could also talk with family and friends or look at advertisements in local grocery stores, community centers, and community colleges or universities. Most communities have community housing organizations that help locate appropriate housing.

Locating Subsidized Housing: To get information on finding subsidized housing, contact your state's Department of Housing or local housing organization for a variety of programs. The following programs may be available in your state:

- **Section 8, Rental Assistance:** This program assists state residents in obtaining private housing from landlords who receive government subsidies for renting to low and moderate income persons. Generally, a tenant pays 30% of his or her income and the government pays the rest. There are long waiting lists for the available Section 8 certificates. However, it is a good idea to put your name on a waiting list even if you are told that the waiting list is long.
- **Public Housing:** This program provides public housing for state residents with low incomes. Under this program, rents are set based on a percentage of the tenant's income. Admission to public housing is based on income, family composition, and need. There are maximum income limits, according to family size. In addition, there are long waiting lists for the available units. However, it is a good idea to put your name on a waiting list even if you are told that the waiting list is long.
- **First Time Homeowners Program:** This program helps state residents who are buying a home for the first time. The program provides assistance with the down payment and closing costs.

Qualifying for Section 8 and Public Housing: Recent federal regulations make qualifying for these programs harder. For example, if any member of a family has a criminal history then the family will not qualify.

Locating Temporary or Emergency Shelter: If you are temporarily homeless or unable to afford housing, you may want to contact your local temporary or transitional housing shelter.

Most shelters have very limited space and fill up quickly, so it is a good idea to contact a shelter first and check whether there is any available space.

Locating a Housing Inspector: If your apartment (either private or government subsidized) has housing code violations, you should notify your landlord of all problems immediately. Make sure to keep track of your phone calls, the name of the person you talked to, and copies of any letters. If your landlord (or management company) does not respond to your complaints, then you may contact your local Department of Housing Enforcement or Section 8 or Public Housing Office if your unit is subsidized. A representative from the division will call your landlord (or management company) to discuss the situation. If the problem is not solved, then a housing inspector will be sent to the apartment to investigate the situation. If the housing inspector finds housing code violations then the inspector will send the owner a violation notice and give the owner a certain amount of time to fix the housing code violations.

Getting Legal Advice: If you have a housing question, try contacting your local bar association, legal aid, legal services, or community housing organization to see if they handle landlord-tenant cases or if they can provide you with a list of lawyers who might.

Web Resources:

Landlord and Tenant : Go to www.Nolo.com and click on “landlord & tenant” at the left of the home page for a wealth of easy-to-use resources.

Public Housing, Homeownership: Click on the National Housing Law Project (NHLP) at www.nhlp.org.

State Landlord and Tenant Laws: The [nolo.com](http://www.nolo.com) Law for All website can help you locate your state housing law at: <http://www.nolo.com/lawcenter/ency/index.cfm/catID/42F1A487-5FDD-45C5-84A2E323ABF31CC5> (or go to www.nolo.com and on the left side click on “landlords & tenants” and click on “landlord-tenant statutes”).

4

Distribute **Handout 6, Reflections**. Encourage participants to complete.

Handout 6

REFLECTIONS

Landlord and Tenant: Rights and Responsibilities After Moving In

Name: _____ Date: _____

I'm a tenant. The kitchen ceiling is leaking. Roaches are everywhere. I think I saw a mouse. What should I do?

My friend does not have enough money to pay rent this month because of an emergency. What advice would you give her?

This activity was adapted from the following Street Law, Inc. materials:

- *Street Law for Parents and the Law*, Lesson 19: Landlord and Tenant: Rights and Responsibilities After Moving In, © Street Law, Inc., 2004.

HANDOUT 1

TENANT RESPONSIBILITIES

A TENANT SHOULD:

- **FOLLOW HIS OR HER RESPONSIBILITIES IN THE LEASE.**
- **PAY RENT ON TIME.**
- **PAY UTILITY BILLS ON TIME, IF REQUIRED.**
- **PAY A SECURITY DEPOSIT, IF REQUIRED.**
- **USE THE APARTMENT ONLY FOR LEGAL ACTIVITIES.**
- **INFORM THE LANDLORD OF ANY DEFECTS OR DAMAGE TO THE APARTMENT SO THAT THE LANDLORD CAN MAKE REPAIRS.**
- **KEEP A RECORD OF ALL COMMUNICATIONS BETWEEN YOU AND THE LANDLORD TO PROTECT YOUR RIGHTS.**
- **KEEP THE APARTMENT CLEAN.**
- **KEEP NOISE TO A REASONABLE LEVEL SO OTHERS ARE NOT DISTURBED.**

HANDOUT 2

THE CASE OF THE NOISY NEIGHBOR

THE YOUNG FAMILY SIGNED A ONE-YEAR LEASE TO RENT ONE OF MRS. WEAVER'S APARTMENTS. AFTER THE FAMILY MOVED IN SIX MONTHS AGO, THEY DISCOVERED THAT THEIR NEIGHBOR HAS A HUGE DOG NAMED BABY THAT BARKS EVERY TIME SOMEONE BUZZES THE FRONT DOOR OF THE APARTMENT BUILDING. TO MAKE MATTERS WORSE, THE DOG LEAVES "HIS BUSINESS" IN THE BUILDING'S BACKYARD WHERE ALISON, ALBERT, AND TRACI PLAY. THE PRIVATE ALLEY BEHIND THE APARTMENT BUILDING IS ALSO FILLED WITH ALL KINDS OF TRASH, INCLUDING BABY'S BUSINESS.

MONICA HAS TALKED TO HER NEIGHBOR, JESS, ABOUT BABY. JESS SAID THAT THE PROBLEM WOULD BE TAKEN CARE OF IF MONICA STOPPED HAVING HER ALARM GO OFF EVERY DAY AT 5:00 AM AND THEN DANCING AROUND TO DISCO. FOR A WEEK, JESS PICKED-UP AFTER BABY, BUT NOW THINGS ARE AS BAD AS EVER.

MONICA YOUNG COMPLAINED TO MRS. WEAVER TWICE BY LEAVING A MESSAGE ON HER ANSWERING MACHINE. MONICA WANTS MRS. WEAVER TO KICK THE DOG OUT EVEN THOUGH SHE KNOWS THAT MRS. WEAVER AND THE DOG OWNER ARE FRIENDS. HOWEVER, MONICA IS WORRIED ABOUT PRESSING THE ISSUE BECAUSE ALBERT, HER SON, HAS A GUINEA PIG.

MONICA, JESS, AND MRS. WEAVER ARE MEETING TO SOLVE THIS PROBLEM.

HANDOUT 3

STEPS FOR SOLVING PROBLEMS

ROLES: _____ (MONICA)
 _____ (MRS. WEAVER/LANDLORD)
 _____ (JESS)

DIRECTIONS: PLEASE COMPLETE THE FOLLOWING STEPS PLAYING THE ROLES OF MONICA, JESS, OR THE LANDLORD. TRY TO WORK TOGETHER TO COME UP WITH A FAIR SOLUTION.

STEP 1: DESCRIBE THE PROBLEM.
(MAKE SURE YOU KNOW WHAT THE PROBLEM IS AND WHO IS INVOLVED.)

STEP 2: DETERMINE WHETHER THE PROBLEM IS WORTH SOLVING.
(DO THE PEOPLE INVOLVED REALLY WANT TO SOLVE THE PROBLEM? WHY OR WHY NOT?)

STEP 3: THINK OF ALTERNATIVE SOLUTIONS TO THE PROBLEM.
(THINK OF DIFFERENT THINGS THAT MIGHT HELP TO SOLVE THE PROBLEM. ARE THERE ANY LAWS THAT APPLY?)

STEP 4: CONSIDER THE CONSEQUENCES FOR EACH ALTERNATIVE.
(WHAT WILL HAPPEN, GOOD OR BAD, WHEN YOU TRY EACH ALTERNATIVE?)

STEP 5: CHOOSE THE ALTERNATIVE SOLUTION THAT SEEMS TO BE THE BEST AND WRITE IT DOWN IN AS MUCH DETAIL AS POSSIBLE.

STEP 6: IN CASE THE ALTERNATIVE SOLUTION DOES NOT WORK, THINK OF A BACKUP SOLUTION THAT WORKS FOR EVERYONE INVOLVED.

HANDOUT 4

WHEN SOMETHING GOES WRONG

1. **COMPLAIN TO THE LANDLORD.** IF YOU NEED THE LANDLORD TO FIX SOMETHING, CONTACT THE LANDLORD (OR HIS OR HER REPRESENTATIVE) DIRECTLY TO ARRANGE FOR A REPAIR. IF YOU CALL, BE SURE TO KEEP A RECORD OF THE DATE, THE TIME, THE PERSON YOU TALKED TO, AND WHAT THE PERSON SAID. IT IS ALWAYS BETTER TO WRITE THE LANDLORD REGARDING THE PROBLEM. IF YOU WRITE, BE SURE TO KEEP A COPY OF THE REQUEST AND CONSIDER SENDING IT RETURN RECEIPT REQUESTED. OFTEN LANDLORDS DO THEIR BEST TO MAKE REPAIRS BECAUSE THEIR PROPERTY IS VALUABLE TO THEM. IT IS ALSO A GOOD IDEA TO TAKE A PICTURE OF THE DAMAGE IF IT IS NOT REPAIRED WITHIN A REASONABLE AMOUNT OF TIME OF THE REQUEST.
2. **REPAIR AND DEDUCT.** IN SOME STATES, TENANTS CAN REPAIR ITEMS IN THEIR APARTMENT AND SUBTRACT THE COST FROM THEIR NEXT RENT PAYMENT. HOWEVER, IT IS ALWAYS A GOOD IDEA TO TALK TO A LAWYER BEFORE DOING THIS SINCE THE LAW VARIES. TENANTS CAN ONLY WITHHOLD RENT IF THE REPAIRS ARE OF A SERIOUS NATURE AND MOST PLACES RESTRICT THE AMOUNT THAT CAN BE WITHHELD. IN ALL CASES, THE TENANT MUST NOTIFY THE LANDLORD BEFORE DOING SO. THEY SHOULD GIVE THE LANDLORD THE REMAINDER OF THE RENT AND PROVIDE HIM WITH THE BILL, WHICH SHOWS THE REPAIR PAYMENT. IF THIS IS NOT ALLOWED IN YOUR STATE, DO NOT TRY IT. THE LANDLORD MAY EVICT YOU FOR NOT PAYING RENT. THEN YOU'LL HAVE TO PROVE IN COURT THAT YOU TOLD THE LANDLORD ABOUT THE NEEDED REPAIR, THE LANDLORD DID NOT FIX IT, AND THE REPAIR WAS NECESSARY.
3. **COMPLAIN TO A GOVERNMENT HOUSING AGENCY.** MANY STATES AND LOCAL GOVERNMENTS HAVE HOUSING DEPARTMENTS THAT ENFORCE HOUSING CODES OR RULES. THESE HOUSING CODES SET THE MINIMUM REQUIREMENTS FOR SAFETY AND LIVING CONDITIONS THAT A LANDLORD MUST PROVIDE. IF YOUR APARTMENT IS UNSAFE AND UNHEALTHY, CALL THE HOUSING DEPARTMENT. TELL THEM THAT YOU THINK YOUR APARTMENT IS UNSAFE OR UNHEALTHY AND THAT YOU WOULD LIKE A HOUSING INSPECTOR TO EXAMINE IT. THE HOUSING INSPECTOR SHOULD MAKE SURE YOUR LANDLORD SOLVES THE PROBLEM. HOUSING CODES HAVE RULES ABOUT PLUMBING, ELECTRICITY AND FIRE SAFETY, ROOM TEMPERATURE, AND RODENTS AND INSECTS. THE TENANT SHOULD GET THE NAME OF THE INSPECTOR AND ASK FOR A COPY OF THE REPORT.
4. **STOP PAYING RENT.** SOME STATES ALLOW TENANTS TO STOP PAYING RENT UNTIL THE LANDLORD MAKES NEEDED REPAIRS. THIS IS A SERIOUS STEP THAT CAN GET YOU EVICTED. TENANTS SHOULD ALWAYS TALK WITH A LAWYER BEFORE WITHHOLDING RENT. MANY LOCALITIES WILL REQUIRE THAT YOU PAY RENT INTO AN ESCROW ACCOUNT WITH THE COURT.
5. **SUE THE LANDLORD.** IF THE LANDLORD BREAKS THE LEASE, THE TENANT MAY TAKE THE LANDLORD TO COURT. THE TENANT CAN ASK THE COURT TO ORDER THE LANDLORD TO SOLVE THE PROBLEM. SOME PLACES HAVE TENANT-LANDLORD COMMISSIONS OR SMALL-CLAIMS COURT THAT HEAR THESE TYPES OF CASES. THESE PLACES DO NOT REQUIRE THE TENANT TO HIRE A LAWYER, AND ARE NOT AS COSTLY AS CIVIL COURT.
6. **MOVE OUT OF THE APARTMENT.** IF THE PLACE IS NOT FIT FOR YOU TO LIVE, YOU MAY MOVE OUT WITHOUT TELLING THE LANDLORD IN ADVANCE. GIVE THE LANDLORD AS MUCH WRITTEN NOTICE AS POSSIBLE AND AN EXPLANATION OF ALL

THE REPAIRS THAT HAVE NEVER BEEN FIXED. THIS IS A SERIOUS STEP AND YOU SHOULD CONSULT A LAWYER. YOU MUST BE ABLE TO PROVE THAT THE APARTMENT WAS UNFIT. OTHERWISE, THE LANDLORD MAY SUE YOU FOR THE AMOUNT OF RENT MONEY YOU OWE FROM THE TIME YOU MOVE OUT UNTIL THE END OF THE LEASE.

HANDOUT 5

WHERE TO GO FOR MORE INFORMATION

(PAGE 1 OF 2)

LOCATING AN APARTMENT OR A GROUP HOME: THE BEST PLACE TO START IS BY CHECKING THE ADVERTISEMENTS IN THE NEWSPAPER. YOU COULD ALSO TALK WITH FAMILY AND FRIENDS OR LOOK AT ADVERTISEMENTS IN LOCAL GROCERY STORES, COMMUNITY CENTERS, AND COMMUNITY COLLEGES OR UNIVERSITIES. MOST COMMUNITIES HAVE COMMUNITY HOUSING ORGANIZATIONS THAT HELP LOCATE APPROPRIATE HOUSING.

LOCATING SUBSIDIZED HOUSING: TO GET INFORMATION ON FINDING SUBSIDIZED HOUSING, CONTACT YOUR STATE'S DEPARTMENT OF HOUSING OR LOCAL HOUSING ORGANIZATION FOR A VARIETY OF PROGRAMS. THE FOLLOWING PROGRAMS MAY BE AVAILABLE IN YOUR STATE:

- **SECTION 8, RENTAL ASSISTANCE:** THIS PROGRAM ASSISTS STATE RESIDENTS IN OBTAINING PRIVATE HOUSING FROM LANDLORDS WHO RECEIVE GOVERNMENT SUBSIDIES FOR RENTING TO LOW AND MODERATE INCOME PERSONS. GENERALLY, A TENANT PAYS 30% OF HIS OR HER INCOME AND THE GOVERNMENT PAYS THE REST. THERE ARE LONG WAITING LISTS FOR THE AVAILABLE SECTION 8 CERTIFICATES. HOWEVER, IT IS A GOOD IDEA TO PUT YOUR NAME ON A WAITING LIST EVEN IF YOU ARE TOLD THAT THE WAITING LIST IS LONG.
- **PUBLIC HOUSING:** THIS PROGRAM PROVIDES PUBLIC HOUSING FOR STATE RESIDENTS WITH LOW INCOMES. UNDER THIS PROGRAM, RENTS ARE SET BASED ON A PERCENTAGE OF THE TENANT'S INCOME. ADMISSION TO PUBLIC HOUSING IS BASED ON INCOME, FAMILY COMPOSITION, AND NEED. THERE ARE MAXIMUM INCOME LIMITS, ACCORDING TO FAMILY SIZE. IN ADDITION, THERE ARE LONG WAITING LISTS FOR THE AVAILABLE UNITS. HOWEVER, IT IS A GOOD IDEA TO PUT YOUR NAME ON A WAITING LIST EVEN IF YOU ARE TOLD THAT THE WAITING LIST IS LONG.
- **FIRST TIME HOMEOWNERS PROGRAM:** THIS PROGRAM HELPS STATE RESIDENTS WHO ARE BUYING A HOME FOR THE FIRST TIME. THE PROGRAM PROVIDES ASSISTANCE WITH THE DOWN PAYMENT AND CLOSING COSTS.

HANDOUT 5

WHERE TO GO FOR MORE INFORMATION

(PAGE 2 OF 2)

QUALIFYING FOR SECTION 8 AND PUBLIC HOUSING: RECENT FEDERAL REGULATIONS MAKE QUALIFYING FOR THESE PROGRAMS HARDER. FOR EXAMPLE, IF ANY MEMBER OF A FAMILY HAS A CRIMINAL HISTORY THEN THE FAMILY WILL NOT QUALIFY.

LOCATING TEMPORARY OR EMERGENCY SHELTER: IF YOU ARE TEMPORARILY HOMELESS OR UNABLE TO AFFORD HOUSING, YOU MAY WANT TO CONTACT YOUR LOCAL TEMPORARY OR TRANSITIONAL HOUSING SHELTER. MOST SHELTERS HAVE VERY LIMITED SPACE AND FILL UP QUICKLY, SO IT IS A GOOD IDEA TO CONTACT A SHELTER FIRST AND CHECK WHETHER THERE IS ANY AVAILABLE SPACE.

LOCATING A HOUSING INSPECTOR: IF YOUR APARTMENT, EITHER PRIVATE OR GOVERNMENT SUBSIDIZED, HAS HOUSING CODE VIOLATIONS, YOU SHOULD NOTIFY YOUR LANDLORD OF ALL PROBLEMS IMMEDIATELY. MAKE SURE TO KEEP TRACK OF YOUR PHONE CALLS, THE NAME OF THE PERSON YOU TALKED TO, AND COPIES OF ANY LETTERS. IF YOUR LANDLORD OR MANAGEMENT COMPANY DOES NOT RESPOND TO YOUR COMPLAINTS, THEN YOU MAY CONTACT YOUR LOCAL DEPARTMENT OF HOUSING ENFORCEMENT OR SECTION 8 OR PUBLIC HOUSING OFFICE IF YOUR UNIT IS SUBSIDIZED. A REPRESENTATIVE FROM THE DIVISION WILL CALL YOUR LANDLORD OR MANAGEMENT COMPANY TO DISCUSS THE SITUATION. IF THE PROBLEM IS NOT SOLVED, THEN A HOUSING INSPECTOR WILL BE SENT TO THE APARTMENT TO INVESTIGATE THE SITUATION. IF THE HOUSING INSPECTOR FINDS HOUSING CODE VIOLATIONS THEN THE INSPECTOR WILL SEND THE OWNER A VIOLATION NOTICE AND GIVE THE OWNER A CERTAIN AMOUNT OF TIME TO FIX THE HOUSING CODE VIOLATIONS.

GETTING LEGAL ADVICE: IF YOU HAVE A HOUSING QUESTION, TRY CONTACTING YOUR LOCAL BAR ASSOCIATION, LEGAL AID, LEGAL SERVICES, OR COMMUNITY HOUSING ORGANIZATION TO SEE IF THEY HANDLE LANDLORD-TENANT CASES OR IF THEY CAN PROVIDE YOU WITH A LIST OF LAWYERS WHO MIGHT.

WEB RESOURCES:

LANDLORD AND TENANT : GO TO WWW.NOLO.COM AND CLICK ON “LANDLORD & TENANT” AT THE LEFT OF THE HOME PAGE FOR A WEALTH OF EASY-TO-USE RESOURCES.

PUBLIC HOUSING, HOMEOWNERSHIP: CLICK ON THE NATIONAL HOUSING LAW PROJECT (NHLP) AT WWW.NHLP.ORG.

STATE LANDLORD AND TENANT LAWS: THE NOLO.COM LAW FOR ALL WEB SITE CAN HELP YOU LOCATE YOUR STATE HOUSING LAW AT:
[HTTP://WWW.NOLO.COM/LAWCENTER/ENCY/INDEX.CFM/CATID/42F1A487-5FDD-45C5-84A2E323ABF31CC5](http://WWW.NOLO.COM/LAWCENTER/ENCY/INDEX.CFM/CATID/42F1A487-5FDD-45C5-84A2E323ABF31CC5) (OR GO TO WWW.NOLO.COM AND ON THE LEFT SIDE CLICK ON “LANDLORDS & TENANTS” AND CLICK ON “LANDLORD-TENANT STATUTES”).

HANDOUT 6

REFLECTIONS

**LANDLORD AND TENANT:
RIGHTS AND RESPONSIBILITIES
AFTER MOVING IN**

NAME: _____ DATE: _____

I'M A TENANT. THE KITCHEN CEILING IS LEAKING.
ROACHES ARE EVERYWHERE. I THINK I SAW A MOUSE.
WHAT SHOULD I DO?

MY FRIEND DOES NOT HAVE ENOUGH MONEY TO PAY
RENT THIS MONTH BECAUSE OF AN EMERGENCY. WHAT
ADVICE WOULD YOU GIVE HER?

ATTACHMENT A

APARTMENT LEASE

(PAGE 1 OF 2)

THIS AGREEMENT, MADE AND EXECUTED THIS ____ DAY OF _____, 20____, BY AND BETWEEN THE LANDLORD, HEREINAFTER CALLED THE LANDLORD, AND _____, HEREINAFTER CALLED THE TENANT FOR THE TERM OF ONE-YEAR.

WITNESSETH, THAT LANDLORD DOES HEREBY LET UNTO TENANT THE PREMISES KNOWN AS APARTMENT NO. 301, AT 12 MARSHALL STREET IN JOHNSTOWN, FOR THE TERM COMMENCING ON THE ____ DAY OF _____, 20____, AND ENDING AT MIDNIGHT ON THE ____ DAY OF _____, 20____, AT _____ DOLLARS PER MONTH, THE FIRST INSTALLMENT PAYABLE ON THE EXECUTION OF THIS AGREEMENT AND THE REMAINING INSTALLMENTS PAYABLE IN ADVANCE ON THE ____ DAY OF EACH ENSUING MONTH, TO THE OFFICE OF THE LANDLORD, 1000 COLUMBIA ROAD, IN JOHNSTOWN. IF TENANT FAILS TO PAY RENT ON TIME, A FEE WILL BE ASSESSED IN THE AMOUNT OF \$25 PER DAY.

AND TENANT DOES HEREBY AGREE AS FOLLOWS:

1. TENANT WILL PAY THE RENT AT THE TIME SPECIFIED.
2. TENANT WILL PAY ALL UTILITY BILLS AS THEY BECOME DUE.
3. TENANT WILL USE THE PREMISES FOR A DWELLING AND FOR NO OTHER PURPOSE.
4. TENANT WILL NOT USE SAID PREMISES FOR ANY UNLAWFUL PURPOSE, NOR IN ANY NOISY OR ROWDY MANNER, OR IN OTHER WAY OFFENSIVE TO ANY OTHER OCCUPANT OF THE BUILDING.
5. TENANT WILL NOT TRANSFER OR SUBLET THE PREMISES WITHOUT THE WRITTEN CONSENT OF THE LANDLORD.
6. LANDLORD SHALL HAVE ACCESS TO THE PREMISES AT ANY TIME FOR THE PURPOSE OF INSPECTION, TO MAKE REPAIRS THE LANDLORD CONSIDERS NECESSARY, OR TO SHOW THE APARTMENT TO TENANT APPLICANTS.
7. TENANT WILL GIVE LANDLORD PROMPT NOTICE OF ANY DEFECTS OR BREAKAGE IN THE STRUCTURE, EQUIPMENT, OR FIXTURES OF SAID PREMISES.

ATTACHMENT A
APARTMENT LEASE
(PAGE 2 OF 2)

8. TENANT WILL NOT MAKE ANY ALTERATIONS OR ADDITIONS TO THE STRUCTURE, EQUIPMENT, OR FIXTURES OF SAID PREMISES WITHOUT THE WRITTEN CONSENT OF THE LANDLORD.
9. TENANT WILL PAY A SECURITY DEPOSIT IN THE AMOUNT OF \$_____, WHICH WILL BE HELD BY LANDLORD UNTIL EXPIRATION OF THIS LEASE AND REFUNDED ON THE CONDITION THAT SAID PREMISES ARE RETURNED IN GOOD CONDITION, NORMAL WEAR AND TEAR EXCEPTED.
10. TENANT WILL NOT KEEP ANY PETS, LIVE ANIMALS, OR BIRDS OF ANY DESCRIPTION ON SAID PREMISES.
11. LANDLORD SHALL BE UNDER NO LIABILITY TO TENANT FOR ANY DISCONTINUANCE OF HEAT OR HOT WATER.
12. SHOULD TENANT CONTINUE IN POSSESSION AFTER THE END OF THE TERM HEREIN WITH PERMISSION OF LANDLORD, IT IS AGREED THAT THE TENANCY THUS CREATED CAN BE TERMINATED BY EITHER PARTY GIVING TO THE OTHER PARTY NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE.
13. TENANT SHALL BE REQUIRED TO GIVE THE LANDLORD AT LEAST THIRTY (30) DAYS NOTICE, IN WRITING, OF HIS INTENT TO VACATE THE PREMISES AT THE EXPIRATION OF THIS TENANCY. IF TENANT VACATES THE PREMISES WITHOUT FIRST FURNISHING SAID NOTICE, TENANT SHALL BE LIABLE TO THE LANDLORD FOR ONE MONTH'S RENT.
14. TENANT AGREES TO OBSERVE ALL SUCH RULES AND REGULATIONS WHICH THE LANDLORD OR HER AGENTS WILL MAKE CONCERNING THE APARTMENT BUILDING.

IN TESTIMONY WHEREOF, LANDLORD AND TENANT HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

SIGNED IN THE PRESENCE OF:
