

**What kinds of repairs is my landlord required to make?** The law requires your landlord to repair conditions that affect the physical health and safety of ordinary tenants. These could include things like roaches, rats, sewage leaks, roof leaks, faulty electrical wiring, and normal wear and tear to the unit (such as ripped carpeting or broken flooring). Landlords are *not* required to provide security guards. Depending on where you live, local housing laws may hold landlords to higher repair standards. People with disabilities may have the right to additional repairs. Landlords must also repair damage caused by emergency situations like fire, hailstorms, hurricanes, and flooding. In these cases, the landlord can wait to make repairs until the property damage claim is paid by the insurance company. If your unit is uninhabitable because of a fire, for example, you can terminate your lease without penalty if you do it in writing.

**Can my landlord refuse to make repairs?** Yes, your landlord does NOT have to pay for repairs:

- If you are behind on rent payments. The law treats rent, the right to repairs, and the refund of security deposits differently. Always pay your rent on time.
- If you, your roommates, family members or guests created the condition that that needs repair. If your guest punched a hole in the wall and broke a window, your landlord does not have to pay for repairs.

**Can my landlord evict me if I ask for repairs?** No. Your landlord cannot retaliate against you for requesting repairs that affect your health and safety. If you pay rent on time and comply with the lease terms, *for the next 6 months* from your request to repair your landlord can't evict you, terminate your lease or increase your rent (unless the increase is scheduled or it affects all of the units).

**How do I ask my landlord for repairs?** *Important:* make sure you pay your rent on time so that your landlord can't try to evict you instead of making the repairs.

- Take pictures of the conditions that need repair.
- Give *written notice* to your landlord about the repairs. *If you send it certified mail, return receipt requested, you only need to do this once. Otherwise, you will need to send a second notice.* Be very specific about the repairs needed. Keep a copy of the written notice and of the pictures.
- Give the landlord a reasonable time to make repairs, at least 7 days, unless the repair need is urgent and requires a quicker response (for example a roof leak or sewage overflow).

**Can I make my own repairs?** It is usually not a good idea to try to repair the condition yourself or to call in your own repair person. Special laws apply in these situations. You might not get reimbursed for your time and money. If you make the damage or condition worse, you might have to pay more than you expected.

**My written request for repairs has been ignored. What now?** If your landlord ignores your request or keeps putting off the repairs, you should:

- Make a second written request to your landlord and ask for a written explanation about why repairs haven't been made. *You do not have to send a second notice if you sent the first one by certified mail.*
- If the repairs still aren't made, here are some options:
  - *Terminate the lease:* If repairs aren't made, you gave proper notice, and you don't owe rent, you can terminate your lease. Give written notice about why you are terminating and the date you will vacate the unit. You have the right to a refund for rent already paid for the days you won't be there. You are entitled to a refund of your security deposit, minus damages the landlord can deduct according to your lease.
  - *Go to court:* Sue your landlord to make the repairs and for damages. A court can order your landlord to make repairs, reduce your rent from the date you asked for repairs, award you damages caused by failure to repair, damages of one month's rent plus \$500, court costs, and attorney's fees. You can sue in the Justice of the Peace court, where you will not need a lawyer, and the court should hear your case quickly, as soon as ten days from when you file your lawsuit.