

Tenant Remedies

If your landlord has not lived up to his obligations under your rental agreement or under the Uniform Residential Landlord and Tenant Act (URLTA), you may have several options available to you. If your landlord, whether deliberately or negligently, fails to provide an essential service, such as heat, water, sewer, electricity, or plumbing, you need to **immediately** give your landlord **written** notice of the problem and tell them that you may exercise your rights under URLTA. After you have done this, you may choose from the following options:

- ◆ **Make repairs and deduct the cost from your rent.** If you do this, you need to keep receipts for every expense and submit them to your landlord for credit on your next month's rent.
- ◆ **Find reasonable substitute housing.** If you are unable to live in your current housing because of the lack of essential services, you may find housing elsewhere and be excused from paying rent until the problem is resolved. If you have to pay more than your normal amount of rent, you may charge your landlord for the difference.
- ◆ **Seek damages.** In very serious cases, the lack of services may be so bad that the property is no longer worth what it was when you agreed on an amount to pay for rent. In this case, you may sue your landlord or counterclaim if your landlord has sued you, and seek to recover damages based on the diminution in the fair rental value of the property.



If your landlord does not meet his other responsibilities under URLTA, you may have other remedies. Again, **you must give your landlord written notice** before you take any other action. If you want out of your lease, you can give your landlord written notice describing the problems and giving him ten days to fix them or you will move in twenty days. If the problems are fixed, then the tenancy does not terminate. If the same problem occurs again within six months, however, you can give your landlord a ten-day notice without an opportunity to correct the problem before you move. You may not exercise this option with respect to problems that you, your family, or a guest has caused. You may also wish to speak with an attorney if you have suffered damages as a result of your landlord's non-compliance with URLTA or your rental agreement.