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## ***Renters' Rights to Privacy and Repairs***

### **When may a landlord enter rental property?**

Typically, landlords can enter rented premises in order to make needed repairs (or in some states, just to determine whether repairs are necessary), in cases of emergency, or to show the property to prospective new tenants or purchasers.

Several states also allow landlords or property managers the right of entry during a tenant's extended absence (often defined as seven days or more) to maintain the property as necessary and to inspect for damage and needed repairs. In most cases, a landlord may not enter just to check up on the tenant and the rental property.

### **Do landlords have to give renters notice before entering the rental property?**

States typically require landlords to provide advance notice (usually 24 hours) before entering a rental unit.

In most states, without advance notice, a landlord or manager may enter rented premises while a tenant is living there only in an emergency, such as a fire or serious water leak, or when the tenant gives permission.

### **What are a landlord's maintenance responsibilities?**

Under most state and local laws, landlords must offer and maintain housing that satisfies basic habitability requirements, such as adequate weatherproofing, available heat, water and electricity, and clean, sanitary, and structurally safe premises.

Local building or housing codes typically set specific standards, such as the minimum requirements for light, ventilation, and electrical wiring. Many cities require the installation of smoke detectors in residential units and specify security measures involving locks and keys.

Your local building or housing authority, and health or fire department, can provide information on local housing codes and penalties for violations.

### **If a landlord doesn't make required repairs, what are the consequences?**

If a tenant requests repairs and the landlord or property manager doesn't meet the habitability requirements, a tenant usually has several options, depending on the state. These options include:

- making the necessary repairs and deducting the costs from the next month's rent
- withholding the entire rent until the problem is fixed
- paying less rent while the rental remains substandard

- calling the local building inspector, who can usually order the landlord to make repairs, or
- moving out without responsibility for future rent, even in the middle of a lease.

A tenant can also sue the landlord for a partial refund of past rent, and in some circumstances can sue for the discomfort, annoyance, and emotional distress caused by the substandard conditions.

Your best bet is to handle repairs as soon as possible (or delegate the repairs to the tenant in exchange for decreased rent). Take care of major problems, such as a plumbing or heating problem, within 24 hours. For minor problems, respond in 48 hours. Always keep tenants informed as to when and how the repairs will be made, and the reasons for any delays.

### **What responsibility do renters have to keep the rental property in good shape?**

All tenants have the responsibility to keep their own living quarters clean and sanitary. If you do not, you can't go to the landlord and request repairs that are due to your negligence, such as infestations of pests such as ants. In that case, the landlord could have the work done and send the repair bill to you.

If the landlord *is* responsible for making certain repairs, the landlord can usually delegate the repair tasks to the tenant in exchange for a reduction in rent (if the tenant agrees). If the tenant fails to do the job well, however, the landlord is not excused from his responsibility to maintain the property in a habitable condition.

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