



LEGAL AID SOCIETY
PURSUING JUSTICE. RESTORING HOPE.

The mission of the Legal Aid Society is to pursue justice for people in poverty.

The information in this booklet is for educational purposes only. Do not rely on it if you live outside Louisville, Kentucky. Seek the advice of an attorney for assistance with specific problems. Call the Legal Aid Society at (502) 584-1254 or the Kentucky Lawyer Referral Service at (502) 583-1801.

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Chapter I: Moving Into Your New Dwelling

Find A Safe Place For These Things

- Your lease
- Security deposit damage list
- Copies of correspondence with your landlord
- Copies of housing inspection records
- Rent payment receipts

Inspect Your Dwelling

- Inspect the dwelling together with your landlord and agree to a complete list of existing damage. Both of you should sign and date the list. Ask your landlord to make you a copy of the list and keep the copy in a safe place.

Look For Smoke Detectors

- Your landlord must supply and install them; you must maintain and test them.
- Never tamper with or remove the batteries from a smoke detector.

Ask About Lead Paint

- Your landlord must disclose what he knows about lead paint if your home was built before 1978 and give you other information about lead paint.
- If you are concerned about lead paint, call Louisville Metro Health Department at (502) 574-5000.

Chapter II: Living In Your Dwelling

Protect Your Rights by Documenting Everything

- When you keep good records of everything, you will be able to prove your side of the story in case anything ever goes wrong. Your landlord will keep records to protect himself so you should, too.
- When you call your landlord, write down the date, who you called, who you spoke to, and what the person told you.
- Ask for signed, dated receipts every time you pay your rent.
- When you mail something to your landlord, send it via certified mail. Keep a copy of what you mailed and the mailing and delivery receipts.

Letting Your Landlord Enter Your Apartment

- You have a right to privacy and your landlord has a right to access to your apartment.
- Your landlord must give you two days' notice before entering your apartment. Your landlord can enter only at reasonable times and should not make repeated demands for entry.
- In an emergency, your landlord can enter your apartment without notice.
- If your landlord has given proper notice or an emergency exists, do not unreasonably stop him from entering.
- Do not change the locks if it would deny your landlord access to your apartment.
- If your landlord abuses the right to access, call Legal Aid Society at (502) 584-1254 or the Kentucky Lawyer Referral Service at (502) 583-1801.

Maintenance and Repair of your Dwelling

- Your Landlord's Maintenance and Repair Obligations
 - ◇ Your landlord must make repairs to keep your dwelling fit and

- ◇ Your landlord must provide essential services: LG&E, running water, reasonable amounts of hot water, and reasonable heat between October and May. However, if you don't pay a utility bill for which you are directly responsible, the company can shut off the utility.
 - ◇ Air conditioning is not an essential service. But if your landlord provides it, your landlord must keep it in working order.
- What to do if Essential Services are Shut Off
 - ◇ Send written notice to your landlord via certified mail, call a housing inspector at 574-3321, and call Metrocall at 311.
 - ◇ If your landlord refuses to restore the essential service, contact an attorney. Call Legal Aid Society at (502) 584-1254 or Kentucky Lawyer Referral Service at (502) 583-1801.
- What to do if Your Landlord Fails to Repair or Maintain Your Dwelling
 - ◇ You may be able to end your lease and move out of your dwelling upon proper written notice (a "14/30 letter") or make the necessary repairs yourself and deduct the cost from your rent ("repair and deduct"). First, ask yourself these questions:
 1. Does your landlord's failure to make repairs or maintain the premises materially affect health and safety? You may repair and deduct or send a 14-30 letter only for problems that materially affect health and safety.
 2. Is the repair or maintenance needed because of something you, your family, or your guests did (or failed to do)? You may not repair and deduct or end your lease by sending a 14/30

3. How much will it cost to repair? If the cost is less than \$100 or half a month's rent (whichever is greater), you may repair and deduct.
- ◇ How to Send a 14-30 Letter to end the lease
1. A 14-30 letter tells your landlord that he has 14 days to make the necessary repairs; otherwise, the lease will end in 30 days.
 2. Send a letter to your landlord via certified mail that specifies the repairs or maintenance that your dwelling needs. State in the letter that your lease will terminate 30 days after receipt of the letter if the repair or maintenance is not completed within 14 days.
- ◇ How to Repair and Deduct
1. Send written notice to your landlord via certified mail. State what needs repair or maintenance, and advise your landlord that you will fix the problem at his expense if the repair is not made.
 2. Unless it is an emergency, give your landlord 14 days to make the repairs or perform the maintenance.
 3. If your landlord still has not make the repair or perform the maintenance, repair the problem yourself or have someone else do it.
 4. When the work is completed, send your landlord an itemized statement for completed work that you have paid for in full. You may not deduct the cost of your labor or for charges you have not paid.
 5. Deduct from your rent the cost of the work, not exceeding \$100 or half a month's rent (whichever is greater).
 6. If you have questions, you should contact an attorney. You may call Legal Aid Society at (502) 584-1254 or Kentucky

Changes to Your Lease

- Changes in Rent Amount
 - ◇ If you have a yearly lease, the rent amount cannot change during the year unless your lease provides for an increase.
 - ◇ If you have a month-to-month lease, your landlord must give you 30 days' notice at the time rent is due before increasing your rent.
 - ◇ If you have a week-to-week lease, your landlord must give you seven days' notice at the time the rent is due before increasing your rent.
 - ◇ Seek the help of an attorney or call Legal Aid Society at 584-1254 if you would like help determining what kind of lease you have.
- Changes in Lease Rules
 - ◇ If your landlord makes up a new rule after the lease has been signed, your landlord must notify you of the change.
 - ◇ If the new rule substantially changes your lease, you are not bound by the new rule unless you sign it.
 - ◇ If you don't think the new rule is fair, ask your landlord for a written copy of it and say you need a week to think it over. Seek the help of an attorney or call Legal Aid Society at 584-1254 to find out whether the new rule is enforceable.

Dealing With Landlord-Tenant Problems Collectively

- If you are having problems with your landlord, other tenants may be having problems too. You may solve your problems together by forming a tenants' union. The union can help you negotiate with your landlord.
- Seek the help of an attorney or call Legal Aid Society at (502) 584-1254 for more information about organizing a tenants' union.

Chapter III: Moving Out of Your Dwelling

Ending Your Lease

- How To End A Lease: Generally
 - ◇ Whether and how you can end your lease depend on the terms of your lease. You have to read your lease to see what it says. If you end your lease early, you may be liable for damages for unpaid rent.
 - ◇ You end a lease by giving proper notice to your landlord. Send the notice via certified mail when your rent is due. For example, if your rent is due on the first of every month, mail the notice in time for your landlord to receive it by the first.
- How To End a Month-to-Month Lease
 - ◇ Send your landlord a written notice that says you are terminating the lease. Send it via certified mail at least 30 days before the rent is due. That means that if you want to move out on May 1st, you have to send the notice in time for your landlord to receive it by April 1st.
 - ◇ Either you or your landlord can give a 30 day written notice terminating a month-to-month lease.
- How to End a Week-to-Week Lease
 - ◇ Send your landlord a written notice that says you are terminating the lease. Send it via certified mail at least seven days before the rent is due.
 - ◇ Either you or landlord can give a seven day written notice terminating a week-to-week lease.
- How to End a Fixed-Term Lease
 - ◇ You have to read your lease to see what it says about ending the lease.

- ◇ You may be penalized for ending your lease. The penalty for ending your lease will be listed in your lease.
- ◇ Seek the help of an attorney or call Legal Aid Society at (502) 584-1254 if you need help finding out how to terminate your lease.
- Ending Your Lease Because Your Landlord Fails to Perform Maintenance Obligations
 - ◇ Seek the help of an attorney or call Legal Aid Society at (502) 584-1254. They will advise you about whether you can end your lease for this reason and how to do it.

Move-Out Inspection

- Before you move out, you and your landlord should inspect your dwelling and make a list of any damages beyond ordinary wear and tear. Inspect everything carefully before you sign the list. If you don't agree with the list, don't sign it. Give your landlord a signed, written statement that explains why you disagree.
- If you aren't allowed to inspect, or if your landlord does not inspect, your landlord can't keep any of your security deposit for damages that were not documented as occurring during your lease.
- If there are damages beyond ordinary wear and tear, your landlord must give you an estimate of the cost of repairs before they are paid. If the estimate is unreasonable, do not sign it. Write a Statement of Dissent that explains why the estimate is unreasonable. Send it to your landlord via certified mail.
- You and your landlord can settle any disagreements over the security deposit in Small Claims Court.

Chapter IV: Eviction

Your landlord can't evict you without giving you proper notice and then going to court. Your landlord can't lock you out, set out your things, or turn off the utilities to try to force you to move.

If you receive an eviction petition, seek the help of an attorney or call Legal Aid Society at (502) 584-1254 or the Kentucky Lawyer Referral Service at (502) 583-1801. Go to court on the date listed in the eviction petition, even if you and your landlord have worked something out to make sure your case is dismissed. Plan to arrive 30 minutes early. If you do not show up or are late, you will probably be evicted. An eviction may hurt your credit and affect a landlord's willingness to rent to you in the future.

Reasons Your Landlord May Try To Evict You

- Non-Payment of Rent
 - ◇ Your landlord must give you written notice that your rent is late and must be paid within seven days. If you pay all of the rent and late fees within seven days, your landlord must accept your payment. Your landlord does not have to accept a partial payment or a payment that does not include late fees. After the seven day period, your landlord does not have to accept any payment.
 - ◇ Next, he must file an eviction petition. You will receive a copy from the sheriff or by certified mail. The petition will give you a date to be in court.
 - ◇ If your landlord does not follow the steps above, your landlord can't evict you. Show up on your court date and explain why your landlord can't evict you. Bring rent receipts or canceled checks that prove that you paid your rent on time. The court will not accept money order receipts.
- Breach of the Lease

- ◇ Your landlord must give you written notice of what you did to breach the lease and that you have 14 days to correct the problem. If you correct it, your landlord can't evict you. If you do not correct the problem, your landlord can evict you. If the same lease violation occurs again in the next 6 months, your landlord can give you written notice eviction proceedings will start in 14 days. This time, your landlord doesn't have to give you a chance to correct the problem.
- ◇ Next, your landlord must file an eviction petition. You will receive a copy from the sheriff or by certified mail. It will give you a date to be in court.
- ◇ If your landlord does not follow the steps above, he can't evict you. Show up on your court date. When your name is called, explain why you can't be evicted. Bring proof that you corrected the problem or did not violate the lease.
- Termination of a Month-to-Month or Week-to-Week Lease
 - ◇ If you don't have a fixed-term lease, your landlord can ask you to move out for any reason by giving you written notice.
 - ◇ If you have a week-to-week lease, your landlord must give you written notice at least seven days before the rent is due.
 - ◇ If you have a month-to-month lease, your landlord must give you written notice at least thirty days before the rent is due.
 - ◇ If you don't move after receiving proper notice, your landlord can proceed to evict you.
- Retaliation
 - ◇ Your landlord can't evict you, threaten to evict you, suddenly increase your rent, decrease the services provided to you, or shut off your utilities just because you made a formal complaint, called the health department or a housing inspector, or formed a tenant's union.

- ◇ If you believe your landlord is retaliating, seek the help of an attorney or call Legal Aid Society at (502) 584-1254 or Kentucky Lawyer Referral Service at (502) 583-1801.

What To Do In Court

- If one of these things is true, bring proof with you and tell the judge:
 - ◇ You did not get a written notice that you'd be evicted before you received the eviction petition.
 - ◇ Your landlord accepted payment after he filed the eviction petition.
 - ◇ You do not owe your landlord rent or late fees.
 - ◇ You did not breach your lease or you corrected the problem within 14 days after your landlord gave you written notice of it.
- Ask for a hearing if you need more time to talk to a lawyer or gather evidence.
- Ask for the case to be dismissed if your landlord does not appear.

What Happens If You Lose In Eviction Court

- You have seven days to move out or appeal. If you need help finding a new place to live, call Legal Aid Society at (502) 584-1254.
- After the seven days, your landlord can get an order to set you out. Then the sheriff has ten days to set you out.
- When the set out actually occurs, the sheriff will supervise while your belongings are being moved out.
- Your landlord can't take your belongings as payment for rent or hold them until you pay your rent.
- Your landlord must file a case in Small Claims Court to get a judgment for back rent.

Chapter V: Special Rules for Section 8

If you have any questions about Section 8, call Louisville Metro Housing Authority (LMHA) at (502) 569-3400 or the Legal Aid Society at (502) 584-1254.

Do not move in until your new dwelling been inspected and approved by LMHA. You will be responsible to pay the full amount of rent if you move in early

Follow these rules. If you don't, you may lose your Section 8 voucher:

- Complete all re-certifications and provide all information requested by the Housing Authority in a timely manner.
- Only terminate your lease or move out if you have LMHA's permission.
- Report changes in income or family size to LMHA immediately.
- Do not stop paying your portion of the rent without LMHA's permission.

Chapter VI. Housing Discrimination

Housing discrimination is illegal. If you have been discriminated against, keep a record of it. Write down what happened. Include the person's name and title and the place, date, and time. Save all documents you received. Call any of these numbers for help:

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|---|----------|
| Fair Housing Council | 583-3247 |
| HUD Fair Housing Division | 582-5250 |
| Kentucky Commission on Human Rights | 595-4024 |
| Louisville Metro Human Relations Commission | 574-3631 |

Chapter VII: Resource Directory

Legal Aid Society (584-1254) provides free legal representation to tenants who meet certain eligibility requirements.

Kentucky Lawyer Referral Service (583-1801) can refer you to an attorney. When you call, you answer questions that determine the nature of your legal matter and your ability to pay. Then you contact the attorney you were referred to. The attorney will give you an initial 30-minute consultation for free, but may charge you for further assistance.

Call-A-Lawyer (583-1801) is a program of the Louisville Bar Association. You may call to speak anonymously with an attorney. No attorney-client relationship is established. Call on the third Tuesday of each month from 6:00 PM to 8:00 PM.

The Attorney General Consumer Protection Division (425-0536) can investigate landlord-tenant situations where money is involved. The most common issue is return of a security deposit.

Better Business Bureau (583-6546) will let you file a complaint about your landlord. BBB will send a letter to your landlord asking for a response to the complaint. Your complaint and your landlord's response will be available to others, such as other landlords or tenants.

Small Claims Court (595-4475) settles disputes involving money or personal property valued at \$1,500 or less. The proceedings are informal and there is no jury trial. You may file a claim without an attorney if you wish. It is the appropriate court for security deposit issues. Court costs will be about \$50. You may recover these costs if you win your case.

Chapter VIII: Important Phone Numbers

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| Attorney General Consumer Protection Division | 425-0536 |
| Better Business Bureau | 583-6546 |
| Fair Housing Council | 583-3247 |
| HUD Fair Housing Division | 582-5250 |
| Kentucky Lawyer Referral Service | 583-1801 |
| Kentucky Commission on Human Rights | 595-4024 |
| Legal Aid Society | 584-1254 |
| Louisville Metro Department of Inspections | 574-3321 |
| Louisville Metro Health Department | 574-5000 |
| Louisville Metro Housing Authority | 569-3400 |
| Louisville Metro Human Relations Commission | 574-3631 |