

## Getting Your Fix: Tenants' Rights to Minor Repairs

by Nolo.com

Renters often feel stuck with less-than-ideal living conditions. Maybe the drip, drip, drip of your leaking bathroom faucet is driving you insane. There's an unsightly hole in your living room carpet. Or the paint in your kitchen has gone from crisp white to the dingy yellow of spoiled milk. These aren't huge problems, justifying a move. But you don't just have to live with them.

### The Landlord's Responsibilities

Your landlord is responsible for keeping your unit in a habitable, or livable, condition. The landlord must keep the structure of the building sound, including floors, roofs and stairways; keep electrical, heating and plumbing systems operating safely; supply hot and cold water in reasonable amounts; and exterminate infestations of pests such as cockroaches. Keep in mind, however, that if a problem is the result of your own carelessness--such as a vermin infestation caused by your poor housekeeping--the repair bill will properly be forwarded to you. If you don't pay it, the amount may be taken out of your security deposit.

But what about the niggling problems most tenants face, like leaky faucets, old paint, broken glass or worn flooring? While these types of problems can be unpleasant or inconvenient, they don't make the unit uninhabitable.

Whether or not your landlord must take care of a minor repair depends upon a number of factors, beginning with the nature of the problem. Purely cosmetic repairs are not legally required. Mildewed grout or worn carpet, for example, are less likely to require a landlord's attention than are loose tiles that make the shower unusable or holes in carpeting that could trip someone. Also check to see if your specific complaint is addressed by:

- the terms of your lease,
- any oral or written promises your landlord has made,
- state and local building codes and
- state landlord-tenant laws.

### Getting the Job Done

It's often harder to enforce your rights to minor repairs than major ones. Tenants in an uninhabitable dwelling are often allowed by law to withhold rent or use "repair and deduct" procedures, but taking those actions for merely minor problems could get you

evicted. There are, however, a number of proven strategies for getting landlords to take care of minor problems.

### **1. Write a repair request.**

Even if you've already asked your landlord to take care of a problem, a written request is almost always helpful. It gives you a chance to articulate the problem clearly and point out why it's in the landlord's best interest to have it fixed. A letter also allows a reluctant landlord to think it over without having to give you an immediate answer (which often results in a knee-jerk "no").

Try to develop a number of themes in your letter. One effective tactic is to explain that the problem might become worse--and more costly to the landlord--if it's not taken care of right away. A landlord might find it easy to ignore your drippy faucet until you point out the possibility of an overflowing sink and water damage to the floors. Another theme that will grab your landlord's attention is the potential for injury. A hole in the stairway carpeting could cause someone to trip and fall, making the landlord liable for the injury. Landlords are also sensitive to security issues, so be sure to point out any security risks created by your problem, such as a broken lock or faulty hallway light. Finally, if the problem affects other tenants, be sure to emphasize that.

### **2. Propose mediation.**

If your oral and written requests are ignored, contact a mediation service, which will invite the landlord to meet with you and a trained mediator. Many communities offer free or low-cost mediation services as an alternative to going to court. A professional mediator may be able to help you and your landlord reach an agreement

### **3. Report your landlord to your local building or housing agency.**

Some minor problems may violate local building or housing codes. Call the agency that enforces these codes in your area to find out. (Look under the city or county government listings of your phone book.) Officials at the agency should be able to explain whether or not your problem in fact violates local or state codes, and may be able to take action against your landlord.

Keep in mind, of course, that reporting your landlord won't likely improve your relationship, which may be important to you if you want to stay in your unit for some time. Even state "anti-retaliation" laws, which prohibit rent hikes, terminations or other adverse actions following a tenant's complaint to a government agency or exercise of a legal right, cannot forestall a sour relationship.

### **4. Sue your landlord in small claims court.**

If you can prove in court that the unaddressed problems decrease the value of your unit, a judge can award you the difference between what you've been paying in rent and the amount the unit is actually worth. Obviously, suing your landlord is not your best option if you want to salvage your landlord-tenant relationship. But if you've tried everything else, taking your landlord to court might be the right remedy.