

# LANDLORD-TENANT RIGHTS

## RENTAL AGREEMENTS

A rental agreement should be in writing and needs to be signed by both the landlord (“lessor”) and the tenant (“lessee”). All terms in the agreement (or “lease”) should be agreed to by both parties. Any changes should be marked on the written document and initialed by both parties.

Rental agreements should cover:

- Length and type of tenancy. Month-to-month, one-year term, etc.
- Responsibility for utility charges, maintenance, alterations, etc.
- Rent amount and any expectations of rent payments or rules for late charges.
- If the unit is furnished, an inventory of property and its condition should be provided.

## DEPOSITS

A deposit may be required by the landlord to ensure the tenant takes care of the unit and complies with the rental agreement. A deposit must be refundable and a written description of the condition of the unit must be provided. A landlord cannot withhold a deposit for normal wear and tear of the unit. The landlord has 14 days after the tenant vacates to return a deposit and/or provide written explanation of why some or all of it was not refunded.

## UPKEEP/REPAIRS

The unit must be up to specific codes and local ordinances by the landlord. A landlord cannot knowingly rent a unit that is condemned. The landlord must provide reasonable facilities for heat, electricity, hot and cold water, locks, pest control, and appliances. Once notified of a defective condition, the landlord has 24 hours to repair or restore loss of heat or hot/cold water, or conditions hazardous to life. They have 72 hours to repair plumbing fixtures or appliance issues. All other repairs should be restored within 10 days.

*Having a rental agreement is the best and only way to protect yourself and maintain your rights as a tenant. Make sure you have a signed agreement that you understand and can refer back to.*

## TERMINATING TENANCY

Under normal circumstances, a periodic tenancy (week-to-week, month-to-month) may be terminated by either the tenant or landlord with a minimum of 20 days written notice.

A tenancy for a specific term (one-year lease) automatically terminates at the end of the specified amount of time. Rules or rent cannot be changed unless agreed upon by both parties and the tenant cannot break the lease at any point during the term. If a tenant moves without giving notice, they may be responsible for rent for the balance of the term.

If rent payment is late, the landlord may give a three-day pay or vacate notice in which the tenant must pay all the rent you owe within those three days in order to keep the unit.

If any part of the rental agreement is broken, the landlord can give a 10-day notice. If the issue causing the break in the agreement is resolved within 10 days, the tenant may remain in the unit.

In the case of unlawful activity such as drug or gang related activity, use of firearm or deadly weapon, or endangering other's physical safety, the landlord does not have to give any notice before eviction.

If an eviction is because of conversion to condominiums, the landlord must provide 120 days' notice and give the tenant right of first refusal to purchase the unit within 60 days of notice.

*This information is presented as a tool for San Juan County residents to know their rights. This is a general and brief version of Landlord-Tenant Law. If you need legal advise or assistance, please consult a lawyer.*



## Meeting with a Landlord or Property Manager?

**Use this checklist to make sure you bring everything you need!**

☐ **Pay Stub and/or Bank Statement**

To show proof of employment and to demonstrate that you will be able to pay the rent. Bring any documentation that demonstrates your income.

☐ **Current Photo Identification**

Government-issued ID: Driver's license, passport, military ID. Make sure it hasn't expired!

☐ **Rental History**

List any former addresses and landlord or property manager's names.

☐ **References**

Provide names and contact information of any previous landlords and/or current or former employers that can speak to your responsibility and accountability.

☐ **Completed Application**

If you have the application, fill it out and bring it with you! This can really expedite the application process.

## Tips for Successful Landlord-Tenant Relations

### Are you a seasonal employee?

Consider working out a system with your landlord where you pay more rent in the summer, acting as a "credit" for your winter months.

### Tight monthly budget?

Ask your landlord if you can adjust the rent due date to a day or two after you get paid. This helps ensure that you won't spend your rent money before it's due, and the landlord gets the full amount each month.

### Burdensome Utilities?

Weatherization is an easy way to cut some utilities costs and extend the life of the unit. The Family Resource Center offers some weatherization programs, but here's some affordable and easy fixes you can do on your own, or with your landlord:

- Door sweeps or WeatherSeal strips under exterior doors and around windows
- Purchase a Water Heater Blanket to insulate your water heater .
- Seal any cracks around windows or gaps around electrical outlets with caulk or foam
- Repair (or ask your landlord about) leaky faucets, ajar refrigerator doors, or broken appliances . These can really impact your utility bill!

### BE PROFESSIONAL

- Dress the part! Avoid sweats, pants with rips, or clothing that doesn't fit properly.
- Make sure to provide them with a way to contact you. Leave a phone number or email that you will check and respond to.
- Be early! Strive to arrive about five minutes early—nobody likes to be kept waiting and this will demonstrate responsibility.
- Ask the important questions. Have something you can't live without? Wondering if they'll have you sign a rental agreement? Concerned about the safety of the unit? ASK.

