

Rights for Landlords and Tenants

In Covington, Newport, Florence, Dayton,
Taylor Mill, Ludlow, Bellevue, and Melbourne



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Rights for Landlords and Tenants

The Uniform Residential Landlord Tenant Act (URLTA) protects housing, by fixing landlords and tenants very clear rights and duties, and by showing legal ways to settle problems fairly.

After years of confusion, both landlords and tenants now have equal standing in the eyes of the law. None of the rights, duties, or solutions under URLTA for landlords or tenants can be taken away by any written or oral agreement. But the law only works for people who understand how to use it. Landlords and tenants have to know enough to make sure (and, when needed, demand) that their rights are respected.

URLTA says nothing about rent control. A landlord can still raise a tenant's rent as he sees fit, unless the tenant lives in subsidized housing (Housing Choice Voucher, etc.), or written agreement stating the amount of rent to be paid for a certain period of time.

NOTE: To make reading easier, we have used "he", "him", and "his" throughout this booklet, to refer to any person, male or female.

IMPORTANT WORDS

Certified letter – the sender pays a fee and the receiver must sign for the letter. This is done to have proof that the letter was received. Call the Post Office to find out how to send a certified letter and how to get a return receipt.

Eviction – the act of legally removing a tenant from the rental unit. The landlord must give notice to eviction before beginning the legal process of eviction.

Building/Housing Codes – local laws concerning the health and safety of rental units.

Lease – written or oral agreement made between the landlord and tenant, concerning the use of a rental unit.

Notice – announcement giving information or a warning. This should always be done by certified letter, to have proof that it was received.

Oral – anything that is spoken but not written down.

Rental Unit – the place that a tenant pays rent to live in.

Violation – breaking a law, rule, or promise. “Violation of Rights” means that a person’s rights have not been respected. “Housing code violations” can cause the city to take legal action.

You May Need Advice

This handout is for general information only, it's not meant to be used to solve individual legal problems. Different circumstances may mean you need very different legal advice.

If you want to know more about your rights, or if you are having any problems, you should talk to a lawyer or housing counselor. See the list at the back of this booklet. Here are some examples of when you should get help.

- As soon as a tenant receives a Writ of Forcible Entry and Detainer (For Eviction)
- When the tenant doesn't understand or agree with a written lease.
- When the landlord won't return a security deposit, even though the tenant hasn't caused any damages
- When the landlord keeps entering the rental unit at odd hours or without 2 days notice
- When the landlord cuts off utilities or refuses to make repairs for health and safety
- When the landlord tries to evict a tenant after he has reported housing code violations or joined a tenants' group
- As soon as the tenant receives any kind of notice from the landlord
- When the tenant is not living up to his duties
- When the landlords needs help writing a legal lease
- When the landlords needs help properly evicting a tenant
- When the landlord is just beginning to rent units to tenants

Warning

Be sure to keep copies of all leases, notices, certified letters and return receipts, security deposit check lists, rent receipts, and any other rental records. They may be needed for proof later.

Who is Covered by URLTA?

Whether the lease is written or oral, all landlords and tenants of rental homes, apartments, boarding houses, and mobile homes.

Who is NOT Covered?

The following types of living arrangements are *not* covered by URLTA:

- Hotels or motels
- Hospitals, nursing homes, dormitories, halfway houses and convents
- Fraternal or social lodges
- Tenants employed to work in the building as caretakers
- Tenants who use the building and grounds mainly for farming

Duties of Landlords and Tenants

The Tenant must:

- Pay rent on time
- Keep the rental unit clean and safe and obey the local housing, health and building codes
- Keep the rental unit free of trash and garbage
- Use all electrical, heating, ventilating, plumbing, and air conditioning equipment properly
- Be responsible for any damages done to the rental unit
- Not disturb neighbors
- Give proper notice to the landlord when ending the lease or repairing the rental unit
- Let the landlord come in when needed, after 2 days' notice, or without notice in emergencies

The Landlord must:

- Keep the rental unit clean, livable, and safe.
- Make needed repairs on the rental unit and obey the housing, health, and building codes.
- Keep common areas, like halls and stairway, clean and safe.
- Keep all electrical, plumbing, heating, ventilation and air conditioning equipment in the building in good working order.
- Provide tenants with hot and cold running water at all times. Provide heat between October 1st and May 1st (when rent includes heat).
- Give the tenant in writing: the manager's name, the name of the person who handles notices or complaints, and the owner's name.
- Keep all security deposits in a separate bank account. The landlord must tell the tenant where the account is held and the account number.
- Make list of damages before the tenant moves in and after the tenant moves out, with the estimated costs of repairing them.

Leases

Is the lease legal in every case?

No. No section, whether oral or written, can be used against a tenant if:

- It makes him give up any rights held under the law
- It limits the landlord's duty to keep the rental unit in good repair
- It limits the tenant's rights to sue the landlord
- It makes the tenant pay the landlord's attorney fees in cases not allowed by the law
- It makes the tenant do or suffer anything that is unusually harsh or unreasonable

What is an oral lease?

An oral (unwritten) lease is good for the amount of time paid for in rent. For example, if the tenant pays rent by the month, he has the right to say for only that month he's paid for in rent. In all other ways, this oral lease is just like a written one. If the tenant doesn't make an agreement with the landlord as to when rent is due, he should pay rent on the first of the month.

What if the landlord doesn't let the tenant move in after they have agreed to a written or oral lease, and the tenant has already paid rent and security deposit?

This is illegal! If this happens, the tenant can end the lease after 5 days written notice. If the tenant hasn't paid rent, he doesn't have to pay until the landlord lets him move in. If the landlord kept the tenant out on purpose, the tenant can sue for the trouble this caused. SEE A LAWYER!

Can the landlord give the tenant new rules and regulations for living in the rental unit after he has moved in?

Yes, if the rules aren't changed in an important way. The rules must be reasonable, applied equally to all tenants, and made to protect the rental unit, the tenant's well-being, or the welfare of other tenants. The tenant should ask for the rules in writing.

Can the landlord change the lease in an important way?

Yes, but only if the tenant agrees in writing.

Can the landlord require notice when the tenant leaves for several days?

Yes. The landlord can make it part of the lease. If he does, the tenant must give notice whenever he leaves for 7 days or more. If the landlord requires notice and the tenant doesn't give it, he could be charged for any damages caused to the rental unit while he is gone.

How can an oral lease be ended by either the tenant or the landlord?

If the tenant shares a bathroom, kitchen, refrigerator or stove with other tenants, and he lives in the same building as the landlord, he is a boarder or roomer. The boarder or the landlord must give 7 days' written notice to move. If the tenant is not a boarder or roomer, and rents by the month, he or the landlord must give 30 days written notice to move. If the tenant pays rent by the week, he or the landlord must give 7 days' written notice to move.

What could happen after the written lease has ended?

After the written lease has come to an end, if either the landlord or the tenant wants to totally end the lease, he must give 10 days' notice. If the tenant doesn't pay rent within 10 days after it's due, the landlord can evict him at any time without notice.

Security Deposits

What is a security deposit?

It is the money paid in advance to cover any damages (except normal wear and tear) caused by the tenant, his family or friends. The tenant will get this money back minus the cost of damages to the rental unit. If there are no damages, the tenant should get all the money back.

What should a tenant do if a security deposit is needed?

The landlord must give the tenant a list of damages already in the rental unit and an estimate of the cost of repairing them. The tenant has a right before moving in to inspect the rental unit and make sure he agrees with the landlord's list of damages. If the tenant and landlord agree on the list, they must both sign it.

What if the tenant disagrees with the landlord's list of damages?

The tenant should not sign the list. He should:

- List in writing items with which he disagrees and sign this list.
- Give the list to the landlord.
- To protect him, keep a copy of any list either he or the landlord signs. Make sure each list has a correct date on it.

What if the landlord does not give the tenant a list of damages?

In this case, the landlord has no legal right to keep any part of the security deposit. If the tenant still decides to move in, it would be a good idea for him to sign his own list and give the landlord a copy.

What does the landlord do with the security deposit?

The landlord must place all security deposits in a separate bank account. The landlord must tell the tenant the name of the bank and the number of the account.

Does the tenant get his security deposit back when he leaves?

The landlord must give the tenant a second list of damages cause by the tenant, his family or friends when the tenant leaves. The tenant will get back the deposit minus the charges for any damages. This should not include charges for normal wear and tear.

What if the tenant disagrees with the landlord's list?

The tenant should list in writing those items he disagrees with and give a copy of the list to the landlord. The tenant has the right to bring the landlord to court. Only those items with which the tenant disagrees will be looked at by the court. Anything in the landlord's list that the tenant doesn't disagree with will be accepted by the court as damages he will have to pay.

What can the landlord do if the tenant leaves without paying all rent owed?

After 30 days the landlord can apply the security deposit towards the rent owed.

What can the landlord do if he cannot find the tenant to return the security deposit?

If the tenant does not owe any rent when he leaves, and is due a refund on the security deposit, the landlord should send written notice of the amount of refund to the tenant's with the landlord within 60 days, the landlord can keep the deposit.

Entering the rental unit

When can the landlord enter the rental unit?

He may enter the rental unit:

- To inspect it
- To make repairs
- To show it to future tenants
- To show it to possible buyers

In case of emergency (fire, broken water pipe, etc.), the landlord can enter without notice. In any case except emergency, the landlord must give the tenant 2 days' notice of his desire to visit the rental unit, and then can only ask to visit at reasonable times. The time should be agreeable to both landlord and tenant.

Can the landlord enter the rental unit when the tenant is away?

Yes. If the tenant is gone more than 7 days, the landlord may enter the rental unit at times reasonably necessary.

What if the landlord keeps entering the rental unit?

The tenant has a right to take the landlord to court to stop him. The tenant may be able to collect damages and even a fee for his lawyer. Be sure to SEE A LAWYER right away.

Repairs

Can the landlord charge the tenant for damages caused by him, his family or friends?

Yes. The tenant is responsible for damages caused by him, his family or friends. If the damages affect health and safety, and they can be fixed by repairs, cleaning, or replacing damaged items, the tenant must do the work. If he doesn't make the repairs within 14 days after getting the landlord's notice, or as soon as he should in an emergency, the landlord can enter the rental unit and have the work done. The landlord can give the tenant a bill for all the things done and add the bill to the next rent. If the lease has ended, the tenant must pay right away.

Can the tenant be evicted for refusing to repair damages caused by him, his family or friends?

Yes. If the tenant, his family or friends cause damages, and he refuses to repair them, the landlord can end the lease with 14 days notice.

What can the tenant do if the rental unit needs health and safety repairs and it's not his fault?

If the tenant, his family or friends didn't cause the damages, and they affect health and safety, he can take several actions. The tenant should first ask the landlord in writing to make the needed repairs. If he won't do it, the tenant should report this to the city housing inspectors. They will tell the landlord to fix up the rental unit. The tenant can't be evicted just for complaining to the landlord or the City.

Can the tenant take the landlord to court for failing to repair housing code violations?

Maybe. The tenant should SEE A LAWYER right away. He can take the landlord to court to receive money damages for the problem and to have the Court order the landlord to repair the rental unit.

Can the tenant end the lease if the landlord won't make repairs for health and safety?

Yes. The tenant should first send the landlord a certified letter, return receipt requested, telling what needs to be repaired. The letter should also say if the repairs aren't made within 14 days, the tenant has a right to end the lease and move out after 30 days.

Can the tenant take the landlord to court even after he moves out?

Yes. Even after the tenant leaves, he can sue the landlord for damages for not providing services. The tenant should SEE A LAWYER.

If the tenant doesn't want to move, can he make health and safety repairs himself?

Maybe. Another way to solve repair problems the tenant didn't cause is for him to make the repairs himself and take a certain amount of the cost out of the rent, after giving proper notice. The tenant should be very careful about this; he could be evicted if it's not done right. He should SEE A LAWYER before he begins this.

What if emergency repairs are needed?

If the tenant is without an important service which the landlord agreed to provide, such as hot and cold running water, electricity, gas, etc., and it's not the tenant's fault he should give the landlord a written notice of the problem as soon as possible. The landlord should fix the problem right away. If he purposely fails to get the needed service, the tenant should SEE A LAWYER right away because several actions are open.

The tenant could:

- Have the services turned on or fixed, and take the cost out of the rent
- Get the rent reduced to the lower value of the rental unit without the services
- Rent another rental unit, without paying rent on the unit without services until they are turned on or fixed.
- End the lease, with 30 days' notice, if the landlord doesn't turn on or fix the services within 14 days.

What if the rental unit is damaged by a natural disaster?

If the rental unit is damaged by fire, tornado, flood, explosion, or some other disaster, the tenant or the landlord can end the lease with 14 days written notice. If the unit is dangerous, the tenant should leave right away. The landlord must give the tenant the leftover rent for the days after the disaster happened.

Evictions

If the tenant doesn't follow the term of this law or any other rules he agreed to in the lease, he could be evicted. But the landlord must use the proper eviction procedure, and the tenant can't be evicted for illegal reasons. Remember, there is a difference between the notice of eviction and the act of eviction.

Can the tenant be evicted for not paying rent on time?

Yes. The landlord must send the tenant a letter saying the lease will end if he doesn't pay rent within 7 days. This notice can lead to eviction. If you pay your rent during the 7 day notice period your non payment is "cured" and your landlord cannot evict you. Your landlord must accept a rental payment (if it's the full amount) during the 7 day notice period.

Can the landlord legally evict a tenant without a court hearing?

No. The landlord cannot lock out the tenant, throw out his property, or cut off his water, gas, or electricity, unless he first goes through the court eviction procedure and gets a legal order. The tenant can't legally be forced out unless a court officer comes to the rental unit.

Should the tenant go to court when the landlord tries to evict him?

Yes. Some landlords will not give the legal notice but will take the tenants directly to court. This is illegal, but the tenant must be in court to tell the judge that he didn't receive proper notice. Did you know that 90% of tenants don't show up in court to demand their rights, and so can be evicted 7 days after the trial date? Tenants should GET A LAWYER and appear in court on the trial date; otherwise they are almost sure to be evicted.

Should I bring proof to support my case?

Yes. Bring copies of:

- Checks and receipts showing the rent was paid
- Letters to or from the landlord
- Photos of the condition of the place you are renting
- Your written lease, if you have one
- Any other information that supports your case

You will have a chance to show your proof to the judge.

What if I lose my case?

If you lose, the judge will make an eviction order. That means you have 7 days to move out or appeal the judge's decision. If you do not move out, your landlord can have the sheriff go to your home to make you leave. Your landlord cannot make you leave unless the sheriff is there.

How do I appeal?

You have to fill out and file court papers with the county clerk (the clerk will probably ask you to pay a filing fee). You have 7 days to appeal.

The clerk will also require you to post an appeal bond. An appeal bond is a deposit that you leave with the court. The amount of the bond will be all of the back rent that the landlord claims you owe, plus any future rent due during the appeal.

If you win your appeal, and the court says that you do not owe back rent, the court will give you back the appeal bond money for the back rent. You will not get back the money for rent owed during the appeal.

Can the landlord keep the tenant's belongings for rent?

No. The landlord can't take any of the tenant's belongings such as a TV or furniture, as payment for rent (unless the tenant agrees to this). The landlord can keep the tenant's belongings if he leaves them behind when he moves out.

Can the landlord evict the tenant for any other reason?

Yes, in some cases. Although the tenant may be performing all his duties as a tenant, the landlord may still want him to move. But he must be given proper notice, and he can't be evicted for illegal reasons, such as complaining to the City about housing code violations.

Does it make a difference in eviction if the landlord takes the tenants rent?

It depends on the cause of eviction. If the landlord accepts rent even though he is aware at the time that the tenant has violated his lease, he can't evict him later for the same violation. But he may be able to evict the tenant for another violation.

What happens if the tenant stays in the rental unit after he has been given notice and told to leave?

If the tenant does not leave, the landlord can take him to court to evict him from the property. The landlord can sue him for up to 3 months' rent if the tenant stays without good legal reason. If the tenant owes rent, the landlord can also sue him for the amount of rent owed.

What is the court process for eviction?

The tenant should take the eviction form, "Writ of Forcible Entry and Detainer," to a lawyer as soon as possibly can. The trial date will be 3 or more days later and will be listed on the bottom of the form. If the tenant doesn't show up in court or if he is found guilty, the sheriff may come to put him out on the street.

Retaliatory Actions

What is a retaliatory action?

It is when the landlord gets even with the tenant by forcing him to move, raising the rent, or cutting off household services. Household services include gas, electric, water, and heat in the winter.

What are some reasons why the landlord might want to take retaliatory action with the tenant?

The tenant:

- Complains to the city or county about conditions in the rental unit
- Makes a general complaint to the landlord about violations of his rights
- Joins, organizes or becomes involved in a tenants' group

What can a tenant do if he does one of these things and then feels the landlord is trying to retaliate against him?

- SEE A LAWYER right away
- Sue the landlord for damages and lawyer fees
- End the lease

At what times could a tenant be made to move even if he claims that the landlord is retaliating?

The tenant could still be evicted if the landlord could prove one of the following:

- The rent is overdue
- Code violations were caused by the tenant, his family, or friends
- The rental unit has been ordered emptied for repairs or the City has condemned it

Notice

Notice means telling the landlord (or telling the tenant). It can be done by speaking, but it's always best to either send a written notice by certified letter or to deliver it in person to be sure it's received. Keep a copy for yourself with the date.

Notice is given with a certain amount of time. For example, "two days' notice to enter the rental unit*" means that the landlord, must tell the tenant that he's coming at least two days before he wants to enter the rental unit.

The landlord must give the tenant the following notices:

- 2 days to enter the rental unit for a good reason, or no notice in emergencies
- 7 days to evict the tenant for overdue rent
- 14 days for the tenant to repair damages caused by him, his family or friends

The tenant must give the landlord the following written notices:

- At least 1 day when he'll be gone for 7 days or more, when the landlord requires such notice
- 5 days for pre-paid rent and security deposit owed to the tenant, if the landlord doesn't let him move in when agreed
- 14 days for the landlord to make repairs, before the tenant may have them done himself and take part of the cost out of the rent

The tenant and the landlord must give the following notices to each other (if there is no active argument about the lease):

- 7 days to leave when the tenant is a boarder or is renting week to week
- 30 days when renting month to month
- 10 days when the lease has ended. The landlord doesn't have to give any notice if the lease has ended and the tenant doesn't pay rent within 10 days after it's due.
- 14 days to leave if the rooms are badly damaged by fire or natural disasters, like flood or tornado

Where to get help

Legal Aid of the Bluegrass
104 East 7th Street
Covington, KY 41011
Main: 859 431 8200
Fax: 859 431 3009

Northern Kentucky Bar Association
529 Centre View Boulevard
Crestview Hills, KY 41017
Main: 859 781 1300
Fax: 859 781 1277

In Bellevue
City of Bellevue

859 431 8866

In Covington
Code Enforcement Department

859 292 2323

In Dayton
Code Enforcement Department

859 491 1600 ext. 231

In Florence
Public Services Department

859 647 5416

In Ludlow
City of Ludlow

859 491 1233

In Melbourne
City of Melbourne

859 781 6664

In Newport
Code Enforcement Department

859 292 3637

In Taylor Mill
City Building

859 581 3234