



TENANTS' RIGHTS AND RESPONSIBILITIES: LEASES , MONTH-TO-MONTH, AND REPAIRS

A lease is an agreement to rent. Leases can be written or oral. Oral means you and the landlord make an agreement, but do not write it down. It is better to have a written lease. Courts do not always enforce oral promises.

What do I do with my lease?

Read your lease. Sign it. Keep a copy in a safe place.

How long does a lease last?

A written lease will say how long it lasts. Oral leases are usually month-to-month. Most written leases are for one year.

At the end of the lease, you have to move out. You do not have to move out if you and the landlord agree that you can stay.

What is a month-to-month lease?

In a month-to-month lease, you pay rent once a month. The lease goes on from one month to the next. The lease doesn't end at a set month. To end the lease, the landlord or you must give a month's notice.

How should I pay my rent?

Pay your rent with check or money order. Get a receipt for your rent if possible. Keep copies of the checks or money orders and your receipts together in a safe place.

What can I do to protect myself before I move in?

- Ask for a written lease,
- Take pictures of the apartment,
- List any damages or problems before you move in, give a copy to the landlord and keep one for yourself, and
- Read anything the landlord gives you.

What must a landlord do?

The landlord must:

- Keep the home so that you can safely live in it,
- Give you written notice before ending the lease,
- Not enter the home without telling you in advance, unless it is an emergency (see PHAR's fact sheet on the Right to Privacy for more information).

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Can the landlord discriminate against me?

The landlord cannot discriminate against you for these reasons:

- Race
- Color
- National origin
- Religion
- Sex
- Disability
- Ancestry
- Marital status
- Sexual orientation
- Military status
- Discharge from the military

The landlord must make reasonable accommodations for disabilities. For example, if you have a seeing-eye dog, but the landlord has a rule that says no pets, the landlord must let your dog live with you anyhow.

What must a tenant do?

The tenant must:

- Keep the home clean,
- Not change the home unless the landlord says it is okay,
- Pay rent when due,
- Give the landlord proper notice before moving out,
- Obey the lease, and
- Tell the landlord about any problems with the home.

How do I get the landlord to make repairs?

You must tell the landlord about the problem. If the landlord does not fix the problem, write the him/her a letter. Send the letter by certified mail. Ask for a return receipt. Keep a copy of the letter.

If the landlord doesn't respond, you can complain to the building department about problems. If the problems are serious, they may condemn the home. Then you would have to move.

If the landlord promises to make repairs, send the landlord a letter, saying what the landlord promised to do, and when they said s/he said the repairs would be finished.

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What if the landlord turns the water off?

Water, gas, and electricity are utilities. The landlord may only turn the utilities off to make repairs. The landlord may not turn the utilities off for any other reason. If the landlord does, you can sue the landlord.

What if the landlord does not pay the gas bill?

Under the lease, either the tenant or landlord can agree to pay the utility bills. If you agree to pay the utility bills in the lease, you must pay them. You cannot take the cost of utilities from the rent, even if the utilities are high.

Sometimes landlords agree to pay the utility bills but do not. If this happens, you can pay the bill. You can take the cost of the utility bill from the rent. You should send the landlord a letter, saying you will pay the utility bill. Keep a copy of the letter. Keep a copy of your payment for the utilities.

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To learn more contact:

**The Public Housing Association of Residents (PHAR) at 984-3255
or come to PHAR's office at 1000 Preston Ave., Suite C, Charlottesville, VA 22903.
If you need legal advice, call John Conover at the Legal Aid Justice Center 977-0553.**