**New Rights For**

**Tenants and Landlords**

**C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\PADM9M87\MC900286890[1].WMF**

**In Covington, Newport,**

**Florence, Dayton, Taylor Mill**

**Ludlow, Bellevue, and Melbourne**

**CONTENTS**

**Section Page**

Important Words………………………………. 1

You May Need Advice………………………... 2

Who Is Covered By URLTA………………….. 3

Duties of Landlords And Tenants…………….. 4

Leases………………………………………….. 5

Security Deposits………………………………. 6

Entering the Rental Unit……………………….. 8

Repairs…………………………………………. 8

Eviction…………………………………………. 11

Retaliatory Actions (Getting Even)…………... 14

Notice…………………………………………… 15

Where to Get Help…………………………….. 16

Kentucky Landlord/Tenant Guide……………. 17

C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\T9G0ZSHJ\MC900020811[1].wmf

**NEW RIGHTS FOR TENANTS AND LANDLORDS**

The Uniform Residential Landlord-Tenant Act (URLTA) protects housing, by giving 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.

Tenants and landlords 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 till raise a tenant’s rent as he sees fit, unless the tenant lives in subsidized housing (Section 8, etc.), or written agreement stating the amount of rent to be paid for a certain period of time.

The rest of this booklet shows exactly how to use URLTA. Please share the information with your friends and neighbors. If you would like more copies, call the Center for Great Neighborhoods at 859-491-2220.

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**

When you see a star (\*) after certain words in this booklet, you should look at this list to find out just what they mean. These words are important in understanding the rights and duties of landlords and tenants.

1. 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.

2. 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.

3. Building/housing codes-local laws concerning the health and safety of rental units.

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

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

-1-

6. Oral-anything that it spoken but not written down.

7. Rental unit-the place that a tenant pays rent to live in.

8. 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 booklet 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 a 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\*). (See the form on page 13)

• 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 without giving proper notice.

• 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 landlord needs help writing a legal lease.

• When the landlord needs help properly evicting a tenant.

• When the landlord is just beginning to rent units to tenants.

-2-

**WARNING**

Be sure to keep copies of all leases, notices, certified letters\* and return receipts, security deposit checklists, 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 in this city are covered by URLTA.

**WHO IS NOT COVERED?**

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

• Hotels or motels

• Hospitals, nursing homes, dormitories, halfway houses, convents

• Fraternal or social lodges

• Tenants employed to work in the building as caretakers

• Tenants who use the building and grounds mainly for farming

• Condominiums, coops, and land contracts

C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\JKX6NSW5\MC900055033[1].WMF

**-3-**

**DUITES OF TENANTS AND LANDLORDS**

**The Tenant Must**

1. Pay rent on time.

2. Keep the rental unit\* clean and safe and obey the local housing, health and building codes\*.

3. Keep the rental unit free of trash and garbage.

4. Use all electrical, heating, ventilating, plumbing, and air conditioning equipment properly.

5. Be responsible for any damages done to the rental unit.

6. Not disturb neighbors.

7. Give proper notice\* to the landlord when ending the lease\* or repairing the rental unit.

8. Let the landlord come in when needed, after 2 days’ notice, or without notice in emergencies.

**The Landlord Must**

1. Keep the rental unit clean, livable, and safe.

2. Make needed repairs on the rental unit and obey the housing, health, and building codes.

3. Keep common areas, like halls and stairways, clean and safe.

4. Keep all electrical, plumbing, heating, ventilating, and air conditioning equipment in the building in good working order.

5. Provide tenants with hot and cold running water at all times. Provide heat between October 1 and May 1 (when rent includes heat).

6. Give the tenant in writing: the manager’s name; the name of the person who handles notices or complaints; and/or the owner’s name.

7. Keep all security deposits in a separate bank account. The landlord must tell the tenant where the account is held and the account number.

8. Make lists of damages before the tenant moves in and after the tenant moves out, with the estimated costs of repairing them.

-4-

**LEASES**

1. **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 new 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.

2. **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 stay 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.

3. **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. And if the landlord kept the tenant out on purpose, the tenant can sue for the trouble this caused. SEE A LAWYER.

4. **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.

5. **CAN THE LANDLORD CHANGE THE LEASE IN AN IMPORTANT WAY?**

**YES**, but only if the tenant agrees in writing.

-5-

6. **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’s gone.

7. **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.

8. **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**

1. **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 of the money back.

2. **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.

3. **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.

-6-

• Give the list to the landlord.

• To protect himself, keep a copy of any list either he or the landlord signs. Make sure each list has a correct date on it.

4. **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.

5**. 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.

6. **DOES THE TENANT GET HIS SECURITY DEPOSIT BACK WHEN HE LEAVES?**

The landlord must give the tenant a second list of damages caused 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.

7. **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.

8. **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.

9. **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 last known address. If the tenant doesn’t get in touch with the landlord within 60 days, the landlord can keep the deposit.

-7-

**ENTERING THE RENTAL UNIT**

1. **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.

2. **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.

3. **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**

1. **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 one. 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.

-8-

2. **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 or pay for them, the landlord can end the lease with 14 days notice.

3. **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 to the City.

4. **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.

5. **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. A sample letter is shown below:

*Sample Letter Asking The Landlord To Repair A Rental Unit*

Dear\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

This is to give you notice that the following damages or conditions should be repaired within fourteen (14) days after you receive this letter:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

These damages affect my family’s health and safety and were not caused by us. You have a responsibility to make such repairs under the law. I wish to remain as a tenant, so I ask that these repairs be made within two (2) weeks. I am sure we can work out a satisfactory agreement.

Sincerely, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenant’s name) (Be sure to keep a copy of this letter for your files.)

-9-

6. **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.

7. **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 or someone at one of the agencies listed on the last page before he begins this.

8. **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 service 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’re turned on or fixed; OR

• End the lease, with 30 days’ notice, if the landlord doesn’t turn on or fix the services within 14 days.

9. **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.

-10-

**EVICTIONS**

If the tenant doesn’t follow the terms 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.

1. **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\*.

2. **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 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 trail date? Tenants should GET A LAWYER and appear in court on the trail date-otherwise they are almost sure to be evicted.

3. **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.

The landlord may not want to give the tenant a second chance, but may want him to leave even if he pays rent after this notice. In this case, the landlord must give the tenant 30 days’ notice if he pays rent by the month, or 7 days’ notice if he pays rent by the week or is a boarder.

4. **CAN THE LANDLORD KEEP THE TENANT’S BELONGINGS FOR RENT?**

**NO.** The landlord can’t take any of the tenant’s belonging’s, 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.

5. **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\*.

-11-

6**. DOES IT MAKE A DIFFERENCE IN EVICITON 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.

For example: The landlord complains that the tenant has been disturbing neighbors by playing his stereo too loud. The landlord then accepts rent from the tenant. This stops the landlord from evicting the tenant because he had played his stereo too loud in the past. By accepting the tenant’s rent, the landlord has chosen to ignore the violation. However, the landlord can evict the tenant if he continues playing the stereo too loud and the landlord doesn’t accept his rent. This would be considered a new violation.

7. **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.

8. **WHAT IS THE COURT PROCESS FOR EVICTION?**

The tenant should take the eviction form, “Writ of Forcible Entry and Detainer” (see the next page), to a lawyer as soon as he 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.

C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\RDH5197K\MC900217198[1].WMF

-12-

C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\T9G0ZSHJ\MC900391356[1].wmf

AOC-79-215 Case No.\_\_\_\_\_\_\_\_

Commonwealth of Kentucky Court\_\_\_\_\_\_\_\_

Court of Justice

EVICTION NOTICE

NOTICE OF EVICTION HEARING

KRS 383.210 County\_\_\_\_\_\_\_\_

Plaintiff

v.

Defendant

Defendant’s Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plaintiff’s Attorney\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE COMMONWEALTH OF KENTUCKY to the Sheriff:

The Plaintiff has filed a complaint in this Court claiming that the defendant on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, forcibly detained and now forcibly detains from Plaintiff the above-described property which the Defendant, tenant of Plaintiff, now holds against Plaintiff.

YOU ARE THEREFORE, in name of the Commonwealth of Kentucky, commanded to summon the Defendant tenant to appear on the Trail Date shown below to inquire into the forcible detainer complained of and give to the Defendant at least three days’ notice of the time and place of trial, and make return of service at or before the time of trail.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Clerk

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.C.

TO THE TENANT: Your landlord has filed an eviction action against you in this court, claiming that you are not entitled to remain on the premises. A trial will be held on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at\_\_\_\_\_\_\_\_\_\_\_ \_\_.M, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Place) to determine whether you will be evicted. If you have reasons why you should not be evicted, you must appear in court to explain them at this time. THIS IS AN IMPORTANT PAPER. TAKE IT TO YOUR LAWYER IMMEDIATELY.

PROOF OF SERVICE

-13-

**RETALITORY ACTIONS**

(Getting Even)

1. **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 winter.)

2. **WHAT ARE SOME REASONS WHY THE LANDLORD MIGHT WANT TO GET EVEN 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. (A tenants’ group is a group of tenants working together to improve their housing conditions.)

3. **WHAT CAN A TENANT DO IF HE DOES ONE OF THESE THINGS AND THEN FEELS THE LANDLORD IS TRYING TO GET EVEN WITH HIM?**

• SEE A LAWYER right away.

• Sue the landlord for damages and lawyer fees.

• End the lease\*.

• Use the Retaliatory Eviction section URLTA as a defense to stop eviction\*.

4. **AT WHAT TIMES COULD A TENANT BE MADE TO MOVE EVEN IF HE CLAIMS THAT THE LANDLORD IS GETTING EVEN?**

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.

-14-

**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. GET HELP from one of the agencies listed on the back page before doing this.

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.

-15-

**WHERE TO GET HELP**

Northern Kentucky Legal Aid Society: 431-8200 Free legal assistance for low-income people.

Northern Kentucky Bar Association: 781-1300 Free help in finding lawyers for people with higher income.

Northern Kentucky Health Department Environmental Services 341-4151

**In Bellevue** City of Bellevue 431-8866

**In Covington** Code Enforcement Department 292-2323 Center for Great Neighborhoods 491-2220

**In Dayton** Code Enforcement Department 491-1600, ext 231

**In Florence** Public Services Department 647-5416

**In Ludlow** City of Ludlow 491-1233

**In Melbourne** City of Melbourne 781-6664

**In Newport** Code Enforcement Department 292-3637 Brighton Center 431-5649

**In Taylor Mill** Mayor of Taylor Mill: 581-3234 Will direct you to the right officials.

**OFFICE OF CIRCUIT COURT CLERK (eviction court)** [**www.courts.ky.gov**](http://www.courts.ky.gov)

**Boone County** 334-2286, ext 7

**Campbell County** 292-6305

**Kenton County** 292-6523, ext 2

-16-

**Kentucky Landlord Tenant Guide**

**March 1990**

1. [INTRODUCTION](http://tenant.net/Other_Areas/Kentucky/ltguide.html#1)
2. [THE LEASE AND THE SECURITY DEPOSIT](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2)
   * [The Lease](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2seca)
     + [Types of Leases](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2secb)
     + [What May be Contained in the Lease](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2secc)
     + [Illegal Items in the Lease](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2secd)
   * [The Security Deposit](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2sece)
     + [Damage Lists](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2secf)
     + [Deposit Refund](http://tenant.net/Other_Areas/Kentucky/ltguide.html#2secg)
3. [THE LANDLORD AND THE TENANT: DUTIES AND RIGHTS](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3)
   * [Landlord's Duties](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3seca)
   * [Tenant's Duties](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secb)
   * [Landlord's Rights](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secc)
     + [Right to Terminate the Lease](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secd)
     + [Right to Collect](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3sece)
     + [Right to Evict](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secf)
     + [Right to Enter](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secg)
     + [Right to Know](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3sech)
   * [Tenant's Rights](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3seci)
     + [Right to Move In](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secj)
     + [Right to Terminate Lease](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3seck)
     + [Right to Deduct from the Rent](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secl)
     + [Right to Have Essential Services](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secm)
     + [Right to Oppose Unlawful Eviction](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secn)
     + [Right to Oppose Landlord's Retaliation](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3seco)
   * [Discrimination](http://tenant.net/Other_Areas/Kentucky/ltguide.html#3secp)
4. [ORGANIZATIONS THAT OFFER LEGAL ASSISTANCE](http://tenant.net/Other_Areas/Kentucky/ltguide.html#4)

**INTRODUCTION**

The purpose of this booklet is to provide information that will be useful to landlords and tenants in Kentucky. Much of this information is based on the Kentucky Uniform Residential Landlord and Tenant Act of 1974, which was enacted to provide uniform regulation of residential rental agreements between landlords and tenants. It was hoped that furnishing statutory protection for the landlord and the tenant would encourage both to better maintain and improve the quality of housing.

While the Act is intended to protect all landlords and tenants, there are certain situations it does not cover: the occupancy of hotels, motels, and similar transient lodgings, for example, and occupancy by a landlord's employee whose right to live on the premises is contingent on his employment (KRS 383.535). Since the Act applies only to counties

-17-

and cities which adopt it, its provisions are relevant only in those jurisdictions. Also, the Act prohibits any legislation by counties and cities which deals with landlord tenant matters, except the provisions in the Act.

The booklet is divided into two parts:

(1) the lease and the security deposit, and

(2) the landlord and the tenant -- duties and rights.

Section 1 covers types of leases, what should and should not be in the lease, the damage list, and the deposit refund. Section 2 outlines the rights and duties of the landlord and the tenant under the Landlord/Tenant Act and the Civil Rights Act of 1968 as amended. A list of organizations that offer legal assistant appears in the back of this booklet. The numbers and letters in parentheses in the booklet refer to the appropriate section of the Landlord/Tenant Act (KRS Chapter 383)

**THE LEASE AND THE SECURITY DEPOSIT**

**The Lease**

A lease is a contract, written or oral, whereby the owner of a parcel of real estate transfers the right to use and occupy his property to another in exchange for the payment of rent. The lease furnishes protection for both the landlord and the tenant; it should include the rights and duties of both parties. This section will cover: (1) types of leases, (2) what may be contained in the lease, (3) illegal items in the lease.

**Types of Leases.** There are different types of leases because there are different types of tenancies. Most residential leases are for a specific period of time -- sixty days, a year, or two years, for example -- and include a beginning date and an ending date. This type of lease is used for a "tenancy for years." If the duration of the tenancy is for one year or more, the Statute of Frauds requires that the lease be in writing.

Some leases do not have an ending date, but require only that rent be paid weekly or monthly. These leases, used for "periodic tenancies," are automatically renewed every time the rent is collected. Either the landlord or tenant may end such rental agreements by giving the other written notice. In the case of a week-to-week tenancy, only seven days' notice is necessary, while at least thirty days is required under a month-to-month contract.

The "holdover tenancy" is one in which the lease has expired but the landlord allows the tenant to remain on the premises for an unspecified period of time. In this "holdover tenancy," no date of termination is set, and the holdover tenant is obligated to make rent payments as required under the original lease. The tenancy may be ended without notice if the rent becomes ten days overdue; if either the landlord or the tenant ends the tenancy for any other reason, ten days' written notice is required.

If the tenant remains in the dwelling unit without the landlord's consent after the lease has expired ("tenancy at sufferance"), the landlord may resort to legal action to force the

-18-

tenant to move. If the court then rules in the landlord's favor, the landlord may collect up to three months' rent or three times the actual damages, whichever is greater (KRS 383.695).

Note: Any time the Act requires that notice be given either to the landlord or tenant, the notice should be in writing and a record of all correspondence should be kept. If the notice cannot be hand delivered and a written acknowledgment obtained by the receiving party, it should be mailed by certified or registered mail to guarantee its receipt (KRS 383.560).

**What May be Contained in the Lease.** Although not required by law, when constructing a lease it may be useful to include the following items for the benefit of all parties involved:

\* the amount of rent, when and how often it is due, and any refund provisions should the tenant move

\* the date the tenant may move in

\* the number of persons allowed as tenants

\* the amount of security deposit, if any, and the conditions under which it will be returned

\* responsibility for payments for heat, electricity, water, gas, telephone, and garbage removal

\* responsibility for repairs

\* rules about pets, musical instruments, stereos, t.v. antennas, washers, dryers, etc.

\* responsibility for yard maintenance

\* terms under which the landlord may inspect the premises, and

\* parking availability and restrictions.

A lease may also provide for any additional rights or obligations of either the landlord or the tenant or anything else not prohibited by the Landlord/ Tenant Act or any other law (KRS 383.565).

**Illegal Items in a Lease.** A lease may not legally state that a tenant:

\* agrees to waive any of his rights under the Landlord/Tenant Act,

\* agrees to pay the landlord's attorney fees, or

\* agrees not to hold the landlord liable for any violation of the Landlord/Tenant Act (KRS 383.570).

-19-

**The Security Deposit**

Landlords often require security deposits to protect them from losing money on damages caused by their tenants By agreeing to refund the deposit if the property is not damaged, the landlord encourages the tenant to keep the unit in good condition. Many landlords require a deposit equal to one month's rent. The landlord must keep all tenant's deposit money together in a separate account used only for that purpose. Such account may be in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or by any agency of the United States government. In addition, each tenant must be informed as a part of the lease agreement of the account's location and number (KRS 383.580).

**The Damage Lists.** When a landlord requires a security deposit, he must make available to the tenant a complete list of any existing damage to the property, and a cost estimate for the necessary repairs before the tenant moves in. The tenant has the right to inspect the property to insure the accuracy of the list before he signs the lease. Although the law does not state this explicitly, this inspection should probably take place on the date of occupancy and with both the landlord and tenant present. (In this case, the tenant cannot be held accountable for any damage that might have occurred between the time that the landlord compiled the list and the time of the inspection.) If, on the date of occupancy, all parties find the list to be correct, they sign the list to show their agreement. If the tenant and landlord disagree about something on the list, the tenant may refuse to sign, and may present the landlord with a signed statement of dissent describing the items he finds to be incorrect. If the landlord does not accept the tenant's amended damage list, the tenant may bring an action in District Court in an attempt to reach an agreement about the disputed items on the list.

When the tenant vacates the premises, the landlord makes another list of damages and the cost of repairing them. The tenant must sign to show that he agrees, or refuse to sign if he disagrees. Again, it is recommended that the final inspection be made on the date of vacancy and in the presence of both parties.

If the landlord is not available to inspect the property on the date of occupancy or vacancy, it is recommended that the tenant have one or more people present to verify in writing the condition of the premises. The landlord should have an agent appear on his behalf if he cannot be present during the initial or final inspection.

If the landlord does not put the security deposit in a separate account, or does not furnish the two different lists of damages as described, he is not entitled to retain any part of the deposit for any reason. Furthermore, the landlord may use the security deposit only for damages; he may not, for example, deduct portions of the security deposit to cover late fees or rent payments. (To protect himself against those losses, the landlord may set up an additional deposit account, separate from the security deposit, and should label accordingly and describe its function in the lease.) Although the landlord may be precluded from retaining any portion of the security deposit due to his failure to comply with the requirements of the Act, he is not prohibited from taking legal action against the tenant to recover for damages or losses. (KRS 383.580)

-20-

**Deposit Refund.** If the tenant moves out without paying his last month's rent, and does not demand a return of the security deposit within thirty days, the landlord may use the deposit as payment for rent. However, if the tenant moves out having paid all rent due, the deposit must be refunded if no damages have been incurred. In this case, when the tenant is entitled to a refund of the security deposit, the landlord should attempt to notify the tenant of the amount to be repaid. If the tenant has not responded after sixty days, the landlord may retain the deposit free from claim. Although the law does not require interest payments on security deposits, it is the Attorney General's opinion that, if the deposit has been kept in an interest-bearing account, the tenant should receive the accumulated interest unless the cost of damages exceeds the amount in the security deposit. If this occurs, the landlord may retain the accumulated interest to pay for damages. (KRS 383.580)

**THE LANDLORD AND THE TENANT: DUTIES AND RIGHTS**

This section outlines (1) the landlord's duties, (2) the tenant's duties, (3) the landlord's rights, and (4) the tenant's rights, according to the Landlord/Tenant Act. It also outlines both the landlord's and the tenant's rights in regard to discrimination.

**Landlord's Duties**

KRS 383.590 of the Landlord/Tenant Act requires the landlord to:

\* adhere to all building and housing codes that affect health and safety. Such codes include any laws or regulations pertaining to the habitability, construction, maintenance, occupancy, use, or appearance of the dwelling unit. (KRS 383.545)

\* make all repairs and do whatever is necessary to put and maintain the premises in a fit and habitable condition

\* keep all common areas of the premises in a clean and safe condition

\* maintain in good working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances (including elevators) supplied or required to be supplied by the landlord

\* supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1 (unless the tenant has control over this supply), and

\* provide written notice of the names of the manager and owner of the property (KRS 383.585).

The tenant and landlord may, if they wish, agree in writing that the tenant will be responsible for certain repairs, maintenance, alterations, and remodeling, or, in the case of a single family residence, that the tenant will supply water and heat. This agreement is valid only if it does not diminish the landlord's obligation to other tenants or is not for the purpose of evading the landlord's legally established duties.

-21-

From time to time, during the time during the term of the lease, a landlord may also adopt rules concerning the tenants use and occupancy of the premises (KRS 383.610).

Such rules are enforceable against the tenant only if:

\* their purpose is to promote the convenience, safety, or welfare of the tenants in the premises, or to preserve the landlord's property from abuse

\* they apply to all tenants in a fair and non-discriminating manner

\* they are sufficiently explicit in their prohibition, limitation, or direction of the tenants conduct to fairly inform the tenant of what must and must not be done to comply

\* they are not for the purpose of evading the legal obligations of the landlord

\* they are reasonably related to the purpose for which they are adopted, and

\* the tenant has written notice of them at the time the lease is signed.

A rule or regulation suggested any time after the lease is signed that substantially alters the original terms of the lease is not valid unless the tenant consents to it in writing. For instance, a landlord's decision to exclude pets from the property would substantially modify the intent of the lease. If the lease had already been signed, the rule would be valid only if the tenant agrees to it in writing. On the other hand, a rule not allowing loud stereo music after midnight would not change the original lease in a major way, so, in this case, the tenant's consent would not be necessary. Legal guidance is recommended if there is any doubt as to the applicability of this area of the Landlord/Tenant Act involving rules and regulations required by the landlord. (KRS 383.610).

NOTE: If the landlord sells the rental property, he is relieved of all liability as to any events that occur after the tenant is given notice of the sale. If the tenant finds any violation of the Landlord/Tenant Act after this time, the new landlord is liable (KRS 383.600).

**Tenant's Duties**

KRS 383.605 of the Landlord/Tenant Act requires the tenant to:

\* adhere to those building and housing codes affecting health and safety that apply to tenants

\* keep the premises as clean and safe as practical

\* dispose of all ashes, garbage, rubbish, and other wastes in a clean and safe manner

\* use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable manner

-22-

\* not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so

\* conduct himself (and require his guests to conduct themselves) in a manner that does not disturb the neighbors, and

\* not engage in any illegal or unlawful activity or conduct within the premises.

In addition, unless both parties agree otherwise, the tenant may use the rented property only as a dwelling unit; in other words, he may not operate a business from the premises (KRS 383.620).

**Landlord's Rights**

**Right to Terminate Lease.** If the tenant refuses to comply with the provisions of the lease or the Landlord/Tenant Act, the landlord is entitled to give the tenant written notice specifying the violation and stating that the lease will terminate after fourteen days unless the offense is resolved. The tenant must be given a chance to rectify the situation and prevent termination of the lease. If the tenant makes the necessary repairs or pays damages within the allowed time, the lease shall not be terminated. If the violation reoccurs within six months, the landlord has the same recourse; however, in this case, the landlord is not required to give the tenant a second chance to undo the damages and may terminate the lease upon fourteen days' written notice.

In the special case when rent is overdue, the landlord must give the tenant written notice granting him only seven, and not fourteen, days in which to pay. If the rent is still unpaid after the seven days, the landlord may terminate the lease at this time (KRS 383.660).

The landlord's right to terminate the lease (when the tenant is in violation of any of the lease's provisions), is lost whenever the landlord accepts a rent payment with full knowledge of the tenant's violation. For example, the tenant may, in violation of a "no pet" clause, have a cat on the property. Once the landlord collects the rent with full knowledge of the cat's presence he may never terminate the lease claiming that the "no pet" clause has been violated (KRS 383.675).

In some situations, the landlord may prefer not to terminate the lease when a tenant refuses to remedy a situation in which the tenant's action has put the health and safety of others in jeopardy. If the tenant has failed to have the damage properly repaired, the landlord is entitled to hire someone to repair any damage at the tenant's expense fourteen days after the landlord has given the tenant written notice describing the problem. The landlord must give the tenant an itemized bill for the cost of the repair, and may collect the amount due with the next rental payment (KRS 383.665).

**Right to Collect.** If he desires to take the issue to court, the landlord may also recover compensation for actual damages due to the tenant's noncompliance with the provisions of the lease or the Landlord/Tenant Act, if such noncompliance is willful. Furthermore, this right to bring legal action does not end with the termination of the lease, or the tenant's removal through a forcible detainer action (eviction). The tenant is not free from liability simply because he is no longer in possession of the premises.

-23-

**Right to Evict.** A "forcible detainer" action, or eviction, is the landlord's only method for recovering possession when a tenant will not voluntarily relinquish a rented property after termination of the lease. For a complete description of the process, see the section on Forcible Detainer (KRS 383.200).

**Right to Enter.** A tenant must give the landlord consent to enter his unit in order to:

\* inspect the premises

\* supply necessary or agreed upon services, or

\* show the unit to prospective or actual purchasers, finance companies, tenants, workman, or contractors.

The landlord may not enter the unit for any other reason without a court order, unless the tenant has abandoned the premises, unless an emergency arises, or except to make requested repairs or improvements. Except in an emergency, the tenant may require the landlord to give at least two days' notice of his intent to enter, and may allow the landlord access only at reasonable hours of the day (KRS 383.615).

**Right to Know.** A lease may require that the tenant notify the landlord if the tenant plans to be away from the property for more than seven days. The landlord must receive this notice no later than the first day of the tenant's absence. Failure to notify the landlord as required makes the tenant liable for any damages, such as those from vandalism, that might occur during his absence. If the unit is left vacant for more than seven days, the landlord has the right to enter, when reasonably necessary, whether or not an emergency arises (KRS 383.670).

**Tenant's Rights**

**Right to Move in.** Once the lease has been signed, the landlord may not charge rent until the tenant actually has possession of the premises. If the landlord does not allow the tenant to move in, the tenant may terminate the lease after giving at least five days' written notice. Upon termination, the landlord must return all prepaid rent, damage fees, and deposits. If the tenant does not wish to terminate the lease, and prefers to move onto the premises, he has sufficient grounds for taking the landlord to court and requiring the granting of possession of the premises. If the court rules that the landlord's actions were willful and not in good faith, the tenant may also recover the greater of three months rent or three times the actual damages, as well as reasonable attorney's fees (KRS 383.630).

**Right to Terminate Lease.** If the landlord fails to comply with the provisions of the lease or the Landlord/Tenant Act, although he has been given adequate notice of the problem or violation by the tenant, the tenant may initiate proceedings to terminate the lease (KRS 383.625). First, the tenant must deliver written notice to the landlord describing the landlord's act of noncompliance and stating that he will terminate the lease after thirty days if the situation described is not remedied within fourteen days. If the landlord either makes the necessary repairs or pays damage within the allotted time, the rental agreement may not be terminated. If the landlord fails to comply with the

-24-

notice, however, and causes the tenant to move, the landlord must return all prepaid rent.

If the landlord again fails to comply with the lease or with the law within six months, the tenant has the same rights as before but may terminate the lease after fourteen days' written notice rather than thirty days. The tenant does not have these privileges, however, if the problem has been caused by his or his guests' negligence or misuse (KRS 383.635).

If a tenant's unit is damaged or destroyed by fire or casualty to the extent that reasonable enjoyment of the unit is impaired, either the tenant or landlord may terminate the lease giving fourteen days' notice. The tenant may move out immediately, however, if he desires, and the landlord must return the unused portion of all prepaid rent (KRS 383.650).

**Right to Deduct from the Rent.** When the landlord fails to comply with the provisions of the lease or the Landlord/Tenant Act in a manner that affects the health and safety of the tenant, the tenant may make his own repairs and deduct the expenses incurred from the rent. Once the tenant has notified the landlord in writing of his intention to make the repairs at the landlord's expense, the landlord has fourteen days to comply. If no action is taken within the time allowed, the tenant may have the work done, paying the bill himself. After the tenant sends the landlord an itemized statement describing the work, the tenant may deduct the amount from the rent. Since the landlord's liability is limited, however, the tenant should be cautioned not to repair overly expensive items. The maximum the tenant may deduct is $100 or an amount equal to one-half the monthly rent, whichever is greater. To avoid the possibility of being responsible for payment of the bill, the tenant should seek legal guidance if there is any question as to the applicability of this provision (KRS 383.635).

**Right to Have Essential Services.** If the landlord willfully fails to supply heat, running water, hot water, electricity, gas, or other essential services as stipulated in the lease, the tenant may give the landlord written notice stating the problem and may:

\* obtain the services and deduct the cost from the rent

\* go to court to recover damages for the amount the rental value of the property diminished due to the lack of services, or

\* move out until the landlord supplies the service. In this situation, the tenant is not required to pay rent to the original landlord for this period.

Once the tenant takes these actions, however, he forfeits his right to act in any other manner previously described. For example, once the tenant obtains an essential service himself that the landlord has failed to supply, and deducts the cost from the rent, he may not also terminate the lease for the same reason (KRS 383.640).

**Right to Oppose Unlawful Eviction.** If the landlord attempts to evict (i.e., bring a forcible detainer action against) the tenant for not paying the rent when, in fact, the rent was withheld because of the landlord's failure to satisfy his duties, the tenant has sufficient grounds to counter claim. In this case, the court might collect the rental money

-25-

owed and distribute it between the tenant and landlord as it sees fit (KRS 383.645).

If the landlord unlawfully evicts the tenant or reduces any essential services such as heat or water, the tenant has the legal right to regain possession or terminate the lease and may, in either case, by bringing a court action, recover up to three months' rent as well as reasonable attorney's fees (KRS 383.655).

**Right to Oppose Landlord's Retaliation.** A landlord may never try to force a tenant to move by shutting off the heat, water, gas, or other essential service (KRS 383.690). A landlord may not retaliate by increasing rent, decreasing services, or evicting the tenant after a tenant:

\* complains to a government agency about a building or housing code violation that affects the health and safety of others

\* complains to the landlord about the landlord's failure to live up to his duties, or

\* joins a tenants' union or similar organization (KRS 383.705).

If the landlord has cut services, increased rent, or threatened eviction, and if the tenant has evidence of having made a complaint with the landlord in the past year, the court will assume that the landlord acted in retaliation. In fact, it will be up to the landlord to prove otherwise.

In spite of these provisions against retaliation, the landlord will always have the right to start eviction proceedings against the tenant if:

\* there is a violation of the applicable building or housing code caused primarily by lack of reasonable care by the tenant or the tenant's guests

\* the tenant does not pay the rent, or

\* the building must be demolished, altered, or remodeled in compliance with a building or housing code.

**Discrimination**

The laws dealing with discrimination in housing imply certain rights and duties for both landlord and tenant. A landlord is entitled to be selective in renting his property, but he may not be discriminatory in any manner as outlined in the Civil Rights Act of 1968, as amended. The landlord may screen applicants, in other words, to choose the best tenant possible, but he must not make his choice on the basis of race, color, religion, sex, national origin, or family status. Briefly, as applied to rental property, the Civil Rights Acts prohibits:

\* discriminating with regard to race, color, religion, sex, national origin, or family status, in terms or conditions of a sale or lease

-26-

\* advertising housing is available only to persons of a certain race, color, religion, sex, national origin, or family status

\* denying that housing is available for sale or rent when it is

\* inducing an owner to sell or rent by telling him that minorities are moving into the neighborhood ("blockbusting"), or

\* intimidating or threatening anyone who has exercised his rights under the Civil Rights Act.

The Fair Housing Amendments of 1988 prohibit discrimination based on family status, i.e. children in a family, and requires certain landlords to cooperate with disabled tenants to make changes in the physical structure of the premises at the tenants expense, so the disabled tenant can utilize the premises as a dwelling unit. The tenant must also make reasonable financial assurance the premises will be returned to its original configuration. These rules are quite detailed. Your questions about them can best be answered by an attorney and an engineer or by HUD.

These provisions apply to the sale or rental of all housing except (1) privately-owned single family housing when a real estate salesperson is not used; (2) multi-family dwellings containing four or fewer units if the owner resides in one of the units; or (3) religious organizations or private clubs that give preference to members for dwellings they operate for other than a commercial purpose.

Any tenant who feels he or she has been discriminated against should dial toll-free 1-800-292-5566 or contact:

Kentucky Commission on Human Rights

638 Madison Avenue, Suite 401

Covington, KY 41011

Phone (859) 292-2935 TDD (502) 595-4084

Toll-free 1-800-292-5566

Fax (859) 292-2938

Description: C:\Documents and Settings\kphillips\Local Settings\Temporary Internet Files\Content.IE5\89TJ0885\MC900056208[1].WMF

-27-