

# Repairs Landlords Must Cover

One of the advantages to renting your home is not being responsible to make major repairs, such as replacing the roof or buying a new furnace, and not having to maintain common spaces. Sometimes, however, tenants find themselves at odds with landlords over who should pay for which expenses.

Knowing your rights is key to navigating a dispute with a landlord. Read your lease carefully before you sign. The lease should lay out in detail who is responsible for repairs and maintenance. When a dispute arises, your lease is your primary source of information about how to respond.

## THE BASICS

In general, landlords must provide the basics. In most areas of the country, state or local laws require that plumbing, electricity, gas, heating, central air conditioning (if provided), heat, appliances provided with the unit, and elevators in the building be kept in



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working order. Garbage bins should be provided, and unless your unit has direct hookups to water service, the landlord is responsible for providing running water. Common areas should also be kept in safe and clean condition. Landlord-tenant law often requires that landlords make “reasonable” repairs. This means that a leaky roof must be repaired but not necessarily replaced, according to TheBalance.com.

Landlords also are responsible for ensuring that homes adhere to local building codes. This can include rules about lead paint, asbestos, mold, maximum occupancy, wiring, lighting in common areas and the structural integrity of the building.

The length of time the landlord has to complete repairs will be spelled out in state or local laws, and is likely addressed in your lease.

## HABITABLE VS. PLEASANT

Some repairs, though they would make a home more comfortable, are not required to make the home “habitable.” Some examples include a leaky faucet, a toilet that runs, small tears in window screens, a noisy furnace or chipped paint. While you might be able to work out a solution with your landlord, the law likely will not help you remedy

these situations.

## WHEN THE LANDLORD REFUSES REPAIRS

If you pay for repairs the landlord should have covered, you might be able to submit a bill to the landlord for reimbursement. If the landlord refuses to pay the bill, you might be able to deduct the expense from your rent. If the landlord refuses to make repairs and the property is not habitable, you might be able to break your lease.

In either of these instances, you should speak to a reputable local real estate attorney about your options, as these remedies often come with strict requirements for written notice and allowing time for a response.

## BECOMING A LANDLORD

If you’re thinking of renting out your home, consider the burden placed on landlords to provide a habitable space for renters. You will need to budget for repairs and maintenance each month, as the law requires you to pay for expenses when they arise. You’ll also need to budget for cleaning costs between tenants. Even if you include such expenses in a renter’s security deposit, the deposit may not cover repairs and cleaning needed to make the property habitable and enticing to new renters.



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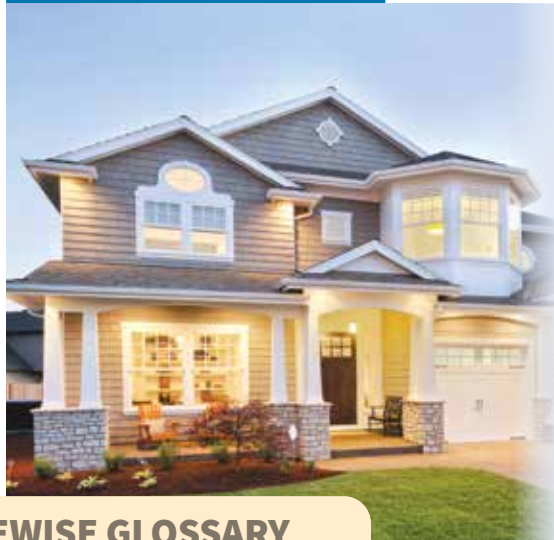
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### REAL ESTATE 101



### Know Your Rights

The U.S. Department of Housing and Urban Development maintains a website with links to tenants’ rights organizations and laws in each state. Resources include links to code, attorneys general websites for renters, legal aid organizations, local housing authorities, rent control resources, as well as information about federal fair housing laws. Find your local resources at <https://bit.ly/2S0PRVs>.

### HOMEWISE GLOSSARY

**Repair and deduct remedy:** the tenant’s remedy of deducting from future rent the amount necessary to repair defects covered by the implied warranty of habitability.  
SOURCE: EndHomelessness.org

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