

# Repairs to a Rental Unit



## Is a Tenant Entitled to a Safe Rental Unit?

Yes, a landlord has a duty to maintain minimum standard conditions in its rental units. Area housing codes normally give the minimum standards a landlord must maintain. In many communities, a landlord may not charge rent if the landlord fails to obtain the proper inspections and/or permits. Standards differ among communities. To find out the standards in your community, call your city hall. Normally, the landlord must maintain bare living requirements such as to keep heating and plumbing in working condition. Minimum standards do not require a perfect dwelling.

## What are Some Good Tips for Requesting Repairs?

1. Politely ask your landlord to correct the problem.
2. Confirm the agreement. After you finish speaking with the landlord, write the landlord a letter. This letter should include the date, be addressed to your landlord and list any agreements made. Make a photocopy of the letter and keep it with your important papers. You should mail or hand-deliver the letter to the landlord.

## Sample Letter

Dear Landlord:

This letter is in reference to our phone conversation on (date), and concerns my apartment. At that time I told you about (describe the problem in detail). My understanding of our conversation is as follows: (describe agreement, e.g., you agree to fix the problem within 14 days, or I will fix the problem and you will reduce my rent by \$100). If there is any problem with this, please contact me.

Thank you,  
Tenant

3. If you are unable to reach your landlord, or unable to reach an agreement, notify your landlord in writing of the problem and demand that repairs be made to correct the problem. This letter should include the date and be addressed to your landlord. You should mail or hand-deliver the letter to the landlord. Make a photocopy of the letter and keep it with your important papers.
4. You may wish to send your letter (or a photocopy of the letter) to your landlord via certified mail, return receipt requested. By sending it certified mail, return receipt requested, you will receive a receipt that proves you mailed the letter to your landlord and your landlord received the letter.
5. Give your landlord a reasonable amount of time to respond. Reasonable times (30 days, 10 days, 48 hours) may vary depending upon the severity of the condition.
6. If the landlord does not respond after a reasonable amount of time and the problem creates a fire hazard or a serious threat to your life, health or safety, you may wish to call your local health authority to file a complaint and request an inspection.
7. Take photos of the hazardous or unsanitary conditions and keep them with your important papers.
8. If you offer to make repairs and your landlord agrees to pay you or deduct rent in exchange for your work, then you and your landlord should write out your

agreement and both of you sign it. Make a photocopy of the agreement and keep it with your important papers.

### **When Can a Tenant Withhold the Rent if a Landlord Fails to Make Repairs?**

If a tenant has notified a landlord of housing code violations that make the home unsafe or unsanitary (see above) and the landlord has not made the repairs within a reasonable amount of time, the tenant may choose to withhold her rent.

Before a tenant withholds her rent, a tenant should notify the landlord in writing that she intends to do so. Date the letter and address it to the landlord. Make a photocopy of the letter and keep it with your important papers. Send the letter to the landlord via certified mail, return receipt requested. By sending it certified mail, return receipt requested, the tenant will receive a receipt that proves that she mailed the letter to the landlord and the landlord received the letter.

Withholding the rent creates the possibility of the landlord filing a lawsuit against a tenant. Ordinarily, a tenant may not withhold rent due to minor housing code violations. Withholding your rent should be used as a last resort. You should try to talk to a lawyer before withholding your rent.

If you withhold your rent, you should deposit the money you are withholding into a special savings account called an “escrow” account. Once your landlord makes the repair, you must pay the landlord the withheld rent.

### **Sample Letter**

Dear Landlord:

We have spoken several times concerning (describe the problem in detail). During our first conversation on (date), you agreed to repair the problem by (date). The problem was not fixed by (date). I called you again and you assured me that the problem would be fixed. As of today, the problem still has not been corrected. This problem is creating a major health hazard for my family and me. I have reported these problems to the health department. For these reasons, I believe the value of my apartment has been reduced by \$(amount) per month. I will reduce my rent payment to you until you make repairs. The rent money will be placed in an escrow account and will be paid once the problems are fixed. I would sincerely appreciate your immediate cooperation in this matter.

Thank you,

## Tenant

### **What Can a Tenant Make Repairs and Deduct the Cost of the Repair from the Rent?**

If a landlord does not correct housing code violations that negatively affect the habitability, sanitation or security of your home, in some cases a tenant may repair the problem and deduct the cost of the repair from her rent. To qualify to make a repair and deduct:

1. You must have lived in your home for 6 months or more,
2. You must have paid all rent and charges due to the landlord,
3. You must have fixed or corrected any lease violations for which you have received notice, and
4. Your family or guest must not have caused the defective condition.

The cost of the repair must be less than \$300 or one half the monthly rent, whichever is greater, provided the amount may not exceed one month's rent. You may not deduct more than one month's rent during a twelve-month period. In addition, to qualify to make a repair and deduct it from your rent:

1. You must notify the landlord of your intent to repair at the landlord's expense unless he repairs the problem.
2. Your landlord must fail to repair or correct the problem within 14 days after being notified, or as promptly as required in case of emergency.
3. You must have the repair made in a workmanlike manner.
4. You must submit an itemized statement and receipts to your landlord before deducting your rent.

If your landlord during the notice period disputes in writing the necessity for the repair, you must obtain written certification from the local building or health department that the condition violates a local or municipal housing or building code

before you make the repair. Then you must wait to see if your landlord corrects the problem within 14 days of the date you either obtained the written certification, or the date you sent the notice, whichever is later, or as promptly as required in the case of an emergency.

### **What If the Conditions Are So Bad That I Can't Live in My Home?**

If after taking the above steps, your landlord still refuses to fix the problem, and if the conditions are housing code violations that make your home unsafe or unsanitary, you might want to consider moving. By refusing to make repairs your landlord has breached the lease as well as its responsibility under "the implied warranty of habitability." In Missouri, implied into every residential lease is a promise by the landlord that a rental property is fit for living at the beginning of the lease and will be fit for living during the entire lease. The landlord also promises that it will provide facilities and services vital to the life, health and safety of the tenant.

Deciding to leave your home before your lease ends should be used only as a last resort. If you move before your lease ends, your landlord may try to sue you for breaking your lease. Before deciding to leave, you should try to talk to a lawyer. Keep in mind the following:

1. The condition must be so hazardous as to make the home an unsuitable place to live.
2. The landlord, not you, must have created the hazardous condition.
3. You must notify the landlord of hazardous condition and give the landlord a reasonable amount of time to correct the condition. For your protection, you should notify your landlord in writing and send your letter to your landlord via certified mail, return receipt requested. Keep a photocopy of the letter you send.
4. If your landlord does not correct the condition, you must notify your landlord that you intend to leave. For your protection, you should notify your landlord in writing and send your letter to your landlord via certified mail, return receipt requested. Keep a photocopy of the letter you send.
5. Take photos of the hazardous condition and keep them with your other important papers.

6. You must leave within a reasonable time. If you stay too long, you might not be able to use the condition as a reason for leaving early.

### **What if My Rental Unit is Condemned?**

If your unit is condemned, your right to live in the unit may be restricted. Each municipality has its own process for appeal. If your unit is condemned, the municipality may have the right to remove you from the unit. Normally, the city gives the police the right to remove you from the condemned unit. However, even if your unit is condemned by the city, your landlord does not have the right to use “self-help” eviction to remove you from your home.

Prepared by Legal Services of Eastern Missouri, Inc. (LSEM). LSEM provides this educational information as a public service. It is not legal advice. Sometimes the laws change. Always consult a lawyer, if you can, before taking legal action. The mission of LSEM is to provide high-quality civil legal assistance and equal access to justice for low-income people in Eastern Missouri.

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Table of Contents

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