

What duties does my landlord have?

- Make repairs and do whatever is necessary to keep your place fit and livable;
- Keep all common areas clean and safe;
- Comply with building and housing codes
- Not allow tenants or others to take part in activities on the premises that could endanger the property or other tenants (such as manufacturing drugs or being involved in a gang);
- Maintain all systems of electrical, plumbing, sanitary, heating, and all appliances supplied by the landlord;
- Supply running water and hot water at all times;
- Supply heat between Oct. 1 and May 1;
- Install a smoke detector.

How can I force my landlord to make repairs?

If your landlord fails to make *repairs that affect a household member's health and safety*, follow these steps:

1. Deliver a written notice to the landlord describing what needs to be done, and giving Landlord 14 days to fix the problem. Tell your landlord in the notice that if the problem isn't fixed within 14 days, this is your written notice that you will terminate your lease in 30 days. If you need emergency repairs you can give your landlord 3 working days to fix the problem (instead of 14 days).

If your landlord doesn't fix the problem within the number of days you give, you may terminate the rental agreement and move out.

If your landlord makes the repairs before the date in your notice, or otherwise solves the problem (for example, by paying money to you), then you cannot terminate your lease. If the same problem happens again within 6 months, you can terminate your lease. But you must give the landlord 14 days' written notice telling your landlord of the problem and the date by when your lease will terminate.

If your landlord doesn't make the repairs within a reasonable time after receiving your written notice, then you can make the repairs yourself or hire someone to do it *as long as the repairs do not cost more than one month's rent*. You can deduct the cost of the repairs from your rent. But, if the repairs are needed for an emergency condition, you must have a qualified person make the repairs (you can't do the repairs yourself unless you're qualified).

WARNING: Do not withhold rent or deduct the cost of repairs from your rent without first talking to an attorney. Do not terminate your lease and move out without first talking to an attorney. There's always a risk that your landlord will sue you, so you want to be sure you're following the law.

Can I sue my landlord for not making repairs?

Yes. You may file suit against your landlord and ask the court to order your landlord to make the repairs. You can also ask the court to order your landlord to pay you money. The amount of money is usually limited to the rent that you paid while the landlord failed to make repairs. But if the court finds that your landlord purposefully kept you without heat, running water, hot water, electricity, gas, or other essential services, the court can award you up to 3 times the amount of your rent.

What if I caused the problem that needs repair?

The landlord does not have to repair problems that were caused by you, a member of your family, or other persons on the premises with your consent.

What if the problem doesn't affect my health and safety?

If the problem is minor and doesn't affect your health and safety (for example, a closet door that won't shut properly), the law doesn't give you a remedy. You can't move out because of it, but you can still ask your landlord to fix it.

What can I do if my landlord isn't supplying heat, running water, electricity, gas, or other essential services?

First you must give your landlord a written notice telling her the problem and giving her "reasonable" time to fix it (the law doesn't say how long is "reasonable"). If the landlord doesn't fix it, you have these options:

1. You can follow the same steps as above for repairs affecting health and safety; OR
2. You can get for yourself the services that your landlord is not providing and deduct the actual cost from your rent, as long as the cost is reasonable. For example, if you have to buy a space heater, you can deduct its cost from the rent; OR
3. You can file suit against the landlord; OR
4. You can move someplace else until your landlord fixes the problem. You don't have to pay rent for the time you live elsewhere. If you choose this option, give the landlord written notice telling him that you've moved out until he fixes the problem, and that you won't be paying rent for the days you stay elsewhere.

Do I still have to pay my rent, even if my landlord isn't fixing things?

Yes. If you don't pay the rent in full when due, your landlord may file an eviction lawsuit against you. There are only a few cases in which you can withhold rent. Consult an attorney.

How do I get more help?

Montana Legal Services Association (MLSA) provides free civil legal help to low-income people. Contact us to see if you qualify:

- Apply anytime online at mtlsa.org;
- Call our Helpline at 1-800-666-6899 (Helpline hours are limited).

What help can I find at MLSA?

- Legal advice and representation;
- Referrals to volunteer attorneys and other providers;
- Self-help clinics and materials.

www.MontanaLawHelp.org

Need legal information or forms? Visit www.MontanaLawHelp.org.

Can't find what you want? Use LiveHelp. Click on the LiveHelp picture and get help finding the information you need.

www.MTLSA.org

Find copies of all our brochures online. They are all available for free download!

This pamphlet is meant to give basic legal information, not legal advice about your problem. The law changes often and each case is different. We recommend you talk to an attorney about your legal problem.

Montana Legal Services Association

Housing:

Landlord/Tenant Repairs



Providing, protecting, and enhancing access to justice.

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