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REPAIR, MAINTENANCE, RENT INCREASES

Example Only: This document is not offered as a legal form or instrument, and should not be used as a substitute for seeking needed legal advice from attorneys and other qualified professionals.

WHAT OPTIONS DO YOU HAVE IF THE LANDLORD DOES NOT REPAIR OR MAINTAIN THE PREMISES?

Look at your Lease! What did you agree to?

If there is not a specific agreement between the landlord and the tenant (i.e. in the lease rental agreement) specifying who has to make which repairs, the law allows the tenant to demand the repairs be done by the landlord. Some maintenance work, such as to building structures or common areas (i.e. hallways, etc.) is covered under the city's housing codes. The landlord is under an obligation to meet all housing code regulations, but if they do not, only the city, not the tenant, can demand the work be done (The tenant should notify the appropriate city agency about any code violations). It is not proper to stop paying rent. A tenant who withholds rent until the repairs are made, can be legally evicted for non-payment of rent.

There have been situations where tenants have hired someone to make necessary repairs, and then filed suit against the landlord for the amount of repairs; and situations where the tenant made a written request of the landlord for repairs, allowed a reasonable time for the landlord to respond, then repaired on their own and deducted the appropriate cost from the monthly rent. However, if this goes to court, the judgment is not always in the tenant's favor. The tenant may be responsible for attorney's fees and court costs, or subject to a legal eviction, if the judgment is in favor of the landlord. Do not take such action without seeking legal advice in advance.

WHEN CAN A LANDLORD ENTER A TENANT'S PREMISES?

Look at your Lease! What did you agree to?

In the absence of a written lease specifying when a landlord can enter an apartment, the tenant does not have to allow the landlord to enter the apartment. However, if the tenant refuses entry to the apartment, the tenant does assume all liability for damages, repairs, and damage to other apartments if caused because the landlord could not enter to make repairs.

Both the landlord and the tenant should act "reasonably" in dealing with each other. If the landlord has a legitimate interest in entering the tenant's apartment, the landlord should get the tenant's permission, and the tenant should attempt to work with the landlord in finding the best time for the landlord to enter. The only exception is if the tenant is behind on rent. The landlord may, in some cases, enter the tenant's apartment and seize certain property. This is a very complicated part of the law. Before taking any such action, the landlord should seek legal advice.

RENTAL INCREASE

The State of Colorado has no statutes limiting the percentage of rent increases. The only protection from a rent increase is a written lease provision which stipulates to the amount of rent that will be paid. The law also does not limit how often the landlord can raise the rent. The landlord does have an obligation to give the tenant proper notice of a rent increase. The landlord should inform the tenant in writing of a rent increase and the notice should be given at least 10 days prior to the date rent is due under a monthly tenancy, and 30 days if stipulated to in a written lease.

Rent may not be increased while the lease is still in effect. That is why a lease is so important.

IS IT PERMISSABLE FOR A LANDLORD TO CHARGE DIFFERENT RENTS FOR SIMILAR UNITS?

Yes, as long as the discrimination is not based on race, color, creed, religion, or national origin. Specific questions relating to housing discrimination should be referred to the Civil Rights Commission at (303) 894 – 2997.

NORMAL WEAR AND TEAR EXAMPLES

NORMAL WEAR AND TEAR

Faded paint may have a “useful life” of 2-3 years, depending on who you ask. (However, if you paint with a better paint, wiping the walls works well.)

Old worn carpet when you moved in or furniture marks on the carpet. The natural wearing down of carpet or drapes because of normal use or aging. The normal life span of a carpet is seven (7) years. Find out how old your carpet is.

Worn hinges on doors or locks, hole or ding in wall from missing door stop. Check each door.

Broken plumbing, (unless you damaged them), central drain problems, not caused by your incorrect disposal of items. Older homes with old sewer lines may get roots growing in them, clogging the system.

Bent blinds and broken chords.

Towel or drapery bar holes

TIPS:

Clean everything!
Take Pictures!
Be thorough!

NOT NORMAL WEAR AND TEAR

Holes in the walls from pictures, removal of decals or large gouges on the walls.

Tear in carpet, animal stains (if landlord knew you had a pet), burn marks and ground in stains.

Doors with holes, or broken windows, torn screens.

Clogged drains caused by your misuse of sinks or toilets. If you are a woman be sure to dispose of feminine products in the trash, not the toilet.

Broken or missing blinds. If they were there when you moved in, they must be there when you leave. Dirty and dusty blinds.

Flea infestations caused by tenant’s animals, The smoke damage, burning candles, and excessive mildew.

Broken shelves in the refrigerator. Dirt and dust in the refrigerator vents. Make sure to vacuum the entire unit.