

Deposit to Hold Rental Unit. Frequently, a Tenant will wish to put a good faith deposit down simply to hold the premises for a few days, until Tenant can make arrangements to sign a formal lease or move in. Landlord and Tenant may agree to this arrangement, however, the deposit agreement should be in writing, setting forth the amount of deposit so paid, and the date set for formal closure.

Sometimes, the Tenant, for a variety of causes, is unable to unwilling to proceed to closure and backs out of the transaction altogether. In such cases, Landlord is normally entitled to retain so much of the deposit as will reimburse him/her for loss of rent and other expenses incurred, while the premises was held off the market.

Utilities – Who Pays What? The question of who pays what for utilities is a frequent source of dispute between tenants and landlords. If there is a lease, it should very thoroughly spell out who is to pay for what. If there is no lease, a short rental agreement spelling out the respective obligations is advisable.

No prospective Tenant should enter into a rental arrangement with Landlord without a clear written statement or lease provision as to who is to pay for what utilities – particularly gas, electricity, water, trash, upkeep of appliances, yard and weed control. This is especially true where the rented premises is a duplex under a single gas/electricity meter, where each of the two Tenants agrees with Landlord as to sharing of these costs. There is no statute governing this issue.

Late Payment Penalties. Usually, the lease or rental agreement will specify “late charges” covering a stated period of time when rent that is past due may be paid along with such charges.

Late charges are ordinarily expensive, as a deterrent to late payment of rent. Many leases permit Landlord to either accept the late rent plus late charges, or start eviction proceedings for the non-payment (late payment) of the rent. In other words, Landlord can serve the required notice to pay rent or vacate, and then halt further proceedings if Tenant pays, and Landlord accepts the late payment and charges.

Hold-Over Tenants. Where a lease is for a specified term, and Tenant remains in possession and continues to pay rent, which Landlord continues to accept, he is called a “hold-over” tenant. The rent and tenure are thereafter on a month-to-month basis, however, the other provisions of the lease remain in full force and effect, unless Landlord and Tenant agree otherwise.

Ordinarily, it is recommended that is the parties desire to continue the tenancy, a new lease or rental agreement be drawn up and signed by both parties.

Hazardous Gas Leaks. If any gas appliance, piping or other gas equipment exists, and the local gas company is notified and makes inspection, the Tenant and/or Landlord may be given a notice of defect and compelled to comply with the gas company’s procedures. If Tenant gets the notice, he/she must notify Landlord immediately.

If a Tenant smells gas odors at any time within the rented premises, he/she should call Public Service or other gas company immediately and get out of the premises.

72-Hours To Correct. Landlord must repair the condition within 72 hours (not counting weekends or legal holidays) after receiving notification. Repairs must be done by a “professional” – one licensed or certified by state or local laws.

Failure To Make Repairs. Failure to repair within the 72-hour period, permits Tenant to (1) terminate the tenancy and move out; and (2) demand return of his/her Security Deposit within 72 hours after vacating the property.

JEFFCO ACTION CENTER, INC. is a private, non-profit organization founded in 1968 to serve Jefferson County residents in need of basic emergency assistance. Services include a full continuum of help ranging from food, clothing, emergency housing, and free medical care to limited financial help with rent deposits and utilities. Funding for Jeffco Action Center is primarily from private donations. For more information, call 303-237-7704.

Jeffco Action Center, Inc.

Tenant/Landlord Disputes

Some Information to Help
Avoid or Solve Problems

Common TENANT-LANDLORD PROBLEMS



Tenant/Landlord Counseling Program
303-237-0230 ♦ 9:00am – 3:00pm M-F

*This pamphlet should not be used as a
substitute for seeking needed advice
from Qualified Attorneys or Advisors.*

IMPORTANT LANDLORD-TENANT PROBLEMS:

[For Issues Involving EVICTIONS AND SECURITY DEPOSITS, ask for our separate pamphlet on them.]

Move-In/Move-Out – Walk-Through. Tenant and Landlord should make a “walk-through” (careful inspection) of the premises both at the time of the Tenant’s move-in, and at Tenant’s move-out; making careful, written note of all existing conditions of the premises at the time, including carpet damage/wear, walls needing painting, plumbing and appliances all in good working order, evidence of water leak damage, etc. Both Tenant and Landlord should keep a copy of this report. If Landlord refuses to join in the walk-through inspection, Tenant should have a friend or non-family person witness the walk-through and initial the report. Photographs or video can help.

This will provide an accurate record of the condition of the premises when Landlord is considering retaining all or part of the Security Deposit to cover any damage during Tenant’s stay. (Landlord cannot charge for “normal wear and tear” – See brochure on **EVICTIONS AND SECURITY DEPOSITS.**)

Lead Paint – Required Disclosure. New Federal law requires disclosure warning of possible existing lead paint used in premises, which must be furnished to Tenant prior to leasing/renting when the premises was constructed prior to 1978. Disclosure forms can be obtained at any local office of the Environmental Protection Agency, or any local Realtors’ office. Landlord incurs federal penalties for failure to make this disclosure warning.

Landlord Trespass. Once Tenant has moved in, he/she is free to have peaceful enjoyment of the premises, free from Landlord hassle. Unless otherwise provided in a lease, the Landlord has no right to enter the premises without first obtaining the Tenant’s permission (which shall not be unreasonably withheld) **EXCEPT FOR:** (1) To demand payment of unpaid rent; (2) To make emergency repairs (plumbing/roof leaks, faulty appliances which are for Tenant’s use; and (3) To assert a possible Landlord’s lien against abandoned property of Tenant after move out.

Lockout. In the absence of a lease or rental agreement provision allowing it, neither Landlord nor Tenant can change the locks on the premises without advising the other and furnishing new keys, so long as Tenant has not abandoned the premises. Non-payment of rent is not considered cause to change the locks.

If Landlord does lockout a Tenant, he/she may call police or consult a lawyer about obtaining a restraining order to regain possession and prevent further lockout; Tenant may also sue Landlord, in County or Small Claim Court, for damages occasioned by the lockout.

RENT INCREASE –

Month-to-Month Rental. Where there is no lease or rental agreement providing otherwise, Landlord must give 10 days written notice to Tenant, of any rent increase, stating the amount and date of the increase. Tenant, of course, always has the choice of paying the higher rent, or vacating.

Leases. Where there is a lease, it should be read carefully as to what, if any, rent increase notice the Landlord must give the Tenant.

Mobile Homes. Where Tenant owns a mobile home on a rented site, site rent cannot be increased without 60 days written notice to the Tenant, stating the amount and effective date of the increase, along with other information required by law (unless already disclosed in the rental agreement). Please note that the above notice does not apply to tenants who merely lease or rent their mobile home from its owner.

Notice to Move Out (Vacate). If there is no lease or rental agreement provisions providing for Tenant’s notice to move-out or vacate the premises, Tenant must give Landlord 10-days written notice, if on a month-to-month tenancy. Most leases provide for 30-days written notice if Tenant does not intend to remain at the end of the lease.

If there is a lease or rental agreement involved, it must be read carefully as to what kind of notice must be given. Normally, the lease terms will make a marked distinction between moving out **prior** to the end of the Lease (called “break-lease”) and moving out at the

expiration of the lease, not choosing to renew the tenancy. Ordinarily, early termination of a tenancy under lease, triggers a number of penalties incurred by the Tenant, including responsibility for the rent to lease end, or until the premises are re-rented by Landlord – and may include charges for advertising and other specified costs in preparing for next tenant.

Eviction for Condominium Conversion Purposes.

Landlord of a residential multi-unit building, may elect to convert it from rentals to condominium ownership of the units. In such case, a condominium declaration must be recorded, and 90-day written notice must be given to each tenant personally, or mailed to Tenant by postage prepaid, certified or registered mail, return receipt requested at Tenant’s last known address. If a lease has less than 90 days to run, or there is no lease, the above 90-day written notice can effectively terminate the tenancy at the end of the 90-day period.

No residential tenancy shall be terminated for condominium conversion purposes, prior to the expiration date of the existing lease or tenancy, except by mutual agreement of Landlord and Tenant. Such tenancy may be terminated with consent of Tenant by Landlord paying Tenant’s moving and such other expenses that may be agreed upon.

Roommate Agreements. At times, a Tenant may wish to have a roommate live-in and share expenses. However, a lease or rental agreement may restrict occupancy to one person, in which case, the Landlord’s written consent would be required.

Otherwise, the agreement is normally one of shared costs between occupants and doesn’t change any of the provisions or obligations of the original lease. Landlord ordinarily can treat the tenancy as one and insist on timely rent payments and is not normally involved in disputes between occupants.