



Your landlord isn't the only one with responsibilities

Your landlord isn't the only one with responsibilities to keep the rental unit reasonably maintained. State and local laws require you, the tenant, to keep house a certain way, as the list below demonstrates.

Now, you may be wondering what your housekeeping responsibilities have to do with major repairs that are on the shoulders of the landlord. The answer is that if a major habitability problem is the result of *your* not keeping up your end of the maintenance bargain, you cannot expect the landlord to pay for the repair, and you cannot use any of the tenant remedies, such as rent withholding, to accomplish the job. For example, if your only toilet is clogged because your babysitter tried to flush a diaper, it's a habitability problem, true, but the cost of repairing it will fall squarely on you.

You are obligated to:

- Keep your rental unit as clean and safe as the condition of the premises permits.
- Dispose of garbage, rubbish, and other waste in a clean and safe manner.
- Keep plumbing fixtures as clean as their condition permits.
- Use electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and other systems, including elevators, properly.
- Fix things you break or damage.
- In many states, notify the landlord promptly of defective or dangerous conditions on the property.

Your landlord can't, however, charge you for problems caused by normal wear and tear—for example, a carpet that has worn out from years of use. Knowing about—and fulfilling—your own responsibilities as a tenant makes you more than just a virtuous renter. The dividends of living up to your duties include the confidence that:

- You can expect a positive reference from this landlord when you move on to the next rental.
- You are well positioned should you need to ask an occasional favor, such as paying the rent late or letting your sister stay with you for a month while she looks for her own place.

Your rights and responsibilities:

A quick guide

Landlords and tenants have certain rights and responsibilities when they agree to a tenancy. Some of these are listed below.

The landlord must:

1. Sign a Tenancy Agreement and give the tenant a copy
2. Make sure the property is clean and tidy before the tenant moves in
3. Make sure all the locks work and the property is reasonably secure
4. Maintain the property and do any necessary repairs
5. Ensure the plumbing, electrical wiring, and the structure of the building are safe and working
6. Provide adequate water collection and storage for premises without reticulated water supply
7. Write and tell the tenant at least 30 days before they put the rent up
8. Take all reasonable steps to ensure tenants don't disturb any of the landlord's other tenants
9. Write and tell the tenant if they decide to put the property on the market
10. Obtain the tenant's consent before showing the property to real estate agents, buyers or prospective tenants
11. Pay the tenant back for any urgent work the tenant has paid for (as

long as the tenant can prove they tried to tell the landlord about the problem before getting it fixed and the tenant didn't cause it on purpose or by being careless)

12. In relation to a periodic tenancy:

- give the tenant 30 days' notice to vacate the property once the sale of the property has gone unconditional, or if the owner or a member of their family needs to move in
- otherwise, give the tenant 30 days' notice if they want the tenancy to end

13. Give 12 hours' notice to inspect the property, and only between the hours of 8am and 7pm (the landlord can come onto the section without giving notice, but must respect the tenant's privacy)

14. Give 24 hours' notice to do repairs and do them between the hours of 8am and 7pm.

The landlord can also:

15. Enter the property in an emergency without informing the tenant

16. Enter the property at other times if the tenant freely allows.

The landlord must not:

1. Interfere with the tenant's peace, comfort and privacy

2. Interfere with the supply of gas, water, electricity or telephone unless to avoid danger or to enable maintenance or repairs

3. Change the locks without informing tenant and supplying a new key

4. Evict a tenant (this needs a possession order enforced by the District Court)

5. Take the tenant's belongings as a security for money owed at any time during or after the tenancy or refuse to hand back belongings left behind at the end of the tenancy (provided the tenant pays any actual and reasonable storage costs).

The tenant must:

1. Pay the rent on time (the tenant should not withhold rent even if they think the landlord is breaching the Tenancy Agreement)

2. Keep the property reasonably clean and tidy

3. Tell the landlord as soon as possible about any damage or anything that needs to be fixed

4. Pay any damage they or their visitors cause on purpose or by being careless, or pay for a licensed contractor to fix it

5. Pay for all charges that are exclusively attributable to the tenant's occupation of the premises, for example: telephone, electricity, gas, and internet

6. Pay for water if the water supplier charges on the basis of consumption

7. Make sure the number of people living in the property does not exceed the amount the Tenancy Agreement allows (this does not

include people visiting for a short time)

8. Give 30 days' notice to leave (if on a month to month tenancy)
9. Let the landlord show prospective tenants, real estate agents, buyers or valour's through the property in a way that suits the landlord and tenant
10. Leave at the end of the tenancy and:
 - A). take away all their belongings
 - B). leave the property reasonably clean and tidy
 - C). give back all keys, access cards and garage door openers
 - D). Leave everything the landlord owns

The tenant must not:

- 1). Stop the landlord coming into the property when the Act says they can
2. Remain at the property after the tenancy has ended
3. Disturb the peace, comfort or privacy of other tenants and neighbours, or allow anyone else at the property to do so
4. Damage, or let anyone the tenant has allowed on the premises damage the property, whether it be on purpose or carelessly
5. Renovate the building, change it or attach anything to it unless this is in the Tenancy Agreement or the landlord agrees in writing
6. Interfere with, or stop from working any means of escape from



fire such as smoke alarms

7. Transfer the tenancy to someone else, unless the landlord agrees in writing

8. Threaten or assault, or permit any other person to threaten or assault, the landlord, or any member of the landlord's family, or any agent of the landlord, or another building occupant or neighbour

9. Do anything illegal at the property or let anyone else do anything illegal

10. Change the locks without asking the landlord first.

Thanks, Management

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