

# JACK CONWAY

## OFFICE OF THE ATTORNEY GENERAL



[Home](#) [Jack Conway](#) [News](#) [Multimedia](#) [Civil](#) [Criminal](#) [Cybersafety](#) [Frequently Asked Questions](#) [Publications](#)

[Attorney General](#) [Civil](#) [Consumer Protection](#) [Your home](#) [Rental housing](#)

## Rental housing

- [The lease](#)
- [The security deposit](#)
- [Guidelines to avoid problems](#)
- [Tenant responsibilities](#)
- [Moving](#)
- [Eviction](#)
- [Right of entry](#)
- [Subletting](#)
- [Discrimination](#)

### The lease

A lease is a binding, legal agreement. It usually spells out the obligations of a landlord and a tenant to one another. Although the lease may limit you in some ways, it can offer protection you would otherwise not have. Insist on a written lease. Read the lease carefully and do not sign it until you fully understand all obligations.

The lease should contain a description of the premises; the length of time the lease is to be in effect; the name and address of the landlord or owner and who receives legal notices on his/her behalf; the amount of the rent, its due date, where it should be paid and any associated late charges; termination requirements; the landlord's rules and regulations; and responsibilities for utility payments.

### The security deposit

The security deposit serves as insurance to the landlord that the unit will be inhabited for a set period of time. Usually, it serves as a damage deposit too. Before paying a deposit, which sometimes equals one or two month's rent, ask the person in charge:

- the exact amount of the deposit
- the purpose of the deposit
- what conditions will effect its refund
- when the refund will be made.

### Guidelines to avoid problems

The following is a list of five basic guidelines to help avoid problem areas renters sometimes encounter:

1. Know the rental situation before you sign. Ask who will be responsible for repairs. Find out how and where to contact that person, day or night. Be aware of any rules on painting and papering walls, hanging pictures, allowing pets and noise restrictions.
2. Read the lease carefully. Some contracts may limit your rights under state law. Ask questions before you sign. Make changes if necessary (and if possible) and have the landlord initial the changes along with your own initials. Keep copies in a safe place. Do not rely on verbal promises.
3. Before renting, you and your landlord should inspect the apartment/house together. Take pictures and/or make a checklist of all pre-existing damages and poor conditions which could later be charged to you. Both of you should sign and date the checklist and you each should keep a copy. If your landlord will not agree to this, have another person perform this job and have the list notarized. The return of your security deposit could depend on having an accurate checklist.
4. Try to maintain good relations with your landlord. Before reporting problems to authorities, discuss them with the landlord. If he/she will not help you, at least you have tried to cooperate and improve the situation on your own.
5. Report problems immediately to the landlord or manager. Minor problems are repaired more easily before they become major ones. In addition, the sooner problems are acknowledged, the less time you should have to live with them. Remember to keep accurate records.

### Tenant responsibilities

As a tenant of rental property, you have some basic responsibilities to:

- pay rent on time
- abide by the landlord's rules and regulations
- keep your unit as clean and safe as possible
- not damage or remove parts of the property
- respect your neighbors' rights to peace and quiet.

### Moving

Always give the landlord written notice of your plans to move. Follow the requirements stated in the lease. If you have no lease, or if it states no requirement, give 30 days written notice if you pay monthly and seven days written notice if you pay weekly.

The landlord may have the right to keep your security deposit, depending on the terms of the lease. He/she may also have the right to demand that you make future rent payments due under the lease. The landlord has these options, if it is stated in the lease.

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## Eviction

Remember that withholding your rent can be considered nonpayment and may subject you to eviction. If you fail to pay rent on time or break any rules of the landlord or provision of the lease, the landlord can go to court and may get an eviction notice.

The landlord must inform you first of this intention. If you receive an eviction notice, consult an attorney immediately. You may go to court and explain your situation. If you have not lived up to the lease and/or have not paid your rent on time, you probably will not be allowed to remain in the apartment/house. The landlord cannot, however, remove your possessions without a court order.

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## Right to entry

Your landlord has the right to enter your apartment/house for several reasons. They are:

- to make repairs
- to provide maintenance
- to show the property to prospective renters or buyers

Since you occupy the premises, you have a right to privacy. The landlord should come at times convenient to you.

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## Subletting

Many leases forbid you from subletting. To sublet is to allow someone else to occupy your apartment and pay rent while you are bound by the terms of a lease. If you are able to sublet and wish to, you may be responsible if the person you sublet to doesn't pay the rent or damages the property.

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## Discrimination

You cannot be denied housing on the basis of race, color, religion, sex, national origin, handicap, or familial status. However, there are some exceptions. You may contact the Kentucky Commission on Human Rights for more information.

The U.S. Office of Housing and Urban Development (HUD) offers the following signs of possible discrimination:

- You are told the unit you wish to rent is not available when it really is.
- You are offered different rental terms or conditions from those offered someone else.
- You are being directed to rent in a particular neighborhood in order to keep people of your particular race, color, religion, sex, or national origin from obtaining a unit in a certain area.

If you feel you have been discriminated against, call HUD's toll-free number **1-800-669-9777**; or call the Kentucky Commission on Human Rights at **1-800-292-5566**. These agencies can assist you in filing a complaint.