

Rights and Responsibilities: Important Information for Landlords and Tenants

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The process of leasing property can be very stressful. There are many questions concerning the responsibilities of both the landlord (owner) and the tenant (renter). Prior to signing a lease, a person should always visually inspect the property if possible. However, even after visual inspection, there are issues that can arise. When renting property, a tenant should find comfort in knowing there are certain non-negotiable rights afforded to him. Below are the non-negotiable duties of the landlord.

1) The landlord must deliver possession of the premises

The majority of countries in the world follow what is known as the “English rule” for delivering possession. This requires the landlord to put the tenant in legal as well as actual physical possession of the premises at the start of the lease. However, the “American rule” simply requires the landlord to provide the tenant with legal possession. If you show up to your newly rented home or apartment in the United States and someone is currently living there, it is up to you to initiate court proceedings to acquire rightful possession, even if you have a signed lease.

2) The landlord has the duty to satisfy the implied covenant of quiet enjoyment of the property

The covenant of quiet enjoyment refers to the right of a tenant to enjoy, without disturbance, all portions of the rented property. There are two ways landlords commonly breach this duty.

First, the landlord can breach her duty by actually and wrongfully excluding

the tenant from possession of all or any part of the premises.

Second, the Landlord violates her duty by committing what is known as Constructive Eviction. In order to prevail against a landlord for violation of this duty, a tenant must prove there is:

1. Substantial interference - This means the tenant’s use and enjoyment must be substantially interfered with because of some act or failure to act attributable to the landlord. Additionally, the problem must be reoccurring.

2. Notice - The tenant must give the landlord notice of the problem and the landlord must fail to act on that notice within a reasonable amount of time.

3. Leave - In order to successfully prove constructive eviction has occurred and break the lease, the tenant must vacate the property.

It is important to remember that a third party’s behavior does not allow a tenant to claim constructive eviction has occurred. In other words, if you have noisy neighbors who disturb you, you will not prevail under the doctrine of constructive eviction. If this occurs, call the police and report a noise violation or disturbance.

3) The Implied Warranty of Habitability

The landlord has the responsibility of ensuring the property is fit for human habitation. It requires only that the very basic living requirements be met. The specific details are supplied by the housing code of the area or independent judicial conclusion. Examples of violations include lack of plumbing, running water, heat etc. If a violation has occurred, the tenant has four

options: move out and terminate the lease, repair the problem and deduct it from rent, reduce the rent to the equal value of the premises with the defects, or remain in possession and sue for damages.

For more information about the responsibilities of landlords and your rights as a tenant, to include specific state requirements, schedule an appointment with a Legal Assistance Division attorney at 301-667-9504 or 301-667-9536.