

Repairs

What to do if you need repairs made to your rental unit:

First, always **check your lease**—The lease will give you information on how to request repairs. Usually you must give your landlord **WRITTEN NOTICE** to request repairs.

ALWAYS keep a copy of the written request.

- Oral notice or a phone call is not proper notice under the Delaware Landlord Tenant Code. Plus, copies of your written documentation to the landlord are good proof that you requested the repairs.

What is the best way to send my written notice?

You can give your written notice requesting repairs by hand delivery, certified mail, certificate of mailing or regular mail. The

best means of sending your request is by certificate of mailing. Certificate of mailing documents shows that you mailed the letter, but cost less than certified mail. Hand delivery is also good because you can testify that you gave the letter to the landlord directly. **ALWAYS** document the date that you sent your letter to the landlord.

What do I do if the landlord doesn't make any of the repairs I requested?

First, check your lease.

Second, it depends if the necessary repair is for a severe condition (no heat, no water, no hot water, etc.), a serious condition (you can't use part of your home, leaks, cracks), or a general problem that needs to be repaired.

What is a severe condition?

Examples of severe conditions are: lack of heat, hot water, water or electricity, or the condition is very dangerous for you or members of your family.

If you have a severe problem then you can terminate your lease **IMMEDIATELY** after 48 hours written notice.

You must take the following steps:

- First, notify the landlord **IN WRITING** of the condition. If the landlord doesn't fix the problem after the landlord gets notice you have three options:
- **Immediately** terminate your lease; or
- Withhold 2/3 of your daily rent costs until the landlord fixes the problem after giving the landlord notice; or
- Seek alternative housing (hotel, another rental unit, etc) and charge the landlord for the amount over 2/3 of your rent for the time the heat isn't working.

What is a serious condition?

Examples of serious conditions are where you can't use certain appliances; you can't use a room or rooms in your apartment because of a problem, severe mold, holes in the walls or ceilings, broken locks, or other dangerous conditions.

If the problem is serious and the landlord doesn't make the necessary repairs within **15 days** of your request and the problem is serious you can terminate your lease.

* If the landlord caused the condition or negligently ignored the condition, you may recover EITHER the difference between your rent and expenses to get a similar rental unit for the remaining time under your lease OR one month's rent plus the security deposit. You are entitled to the amount that is greater.

Example: You have 3 months left on your lease. After giving proper written notice requesting repairs you decide to terminate your lease because the landlord did not do anything.

Your current rent is \$600 per month and your security deposit is also \$600.

If you find a similar rental unit for \$700, you will recover \$300 plus your cost of moving. (\$100 per month difference for rent for the remaining 3 months of your lease term.)

However, since your security deposit was \$600 and your rent was \$600, you can recover \$1200, since the law allows you to recover the **greater** amount of damages for the landlord's failure to repair the condition.

What is a general housing condition problem?

Examples of general conditions problems include a nonworking toilet, broken light switch, peeling paint, pest infestation.

If I have a general housing condition problem can I make the repairs myself if the landlord won't do anything?

- YES!
- But FIRST, if you want to use this remedy, you cannot owe any rent.
- You must give the landlord written notice.
- Give the landlord **10 days** to fix the problem.

If the landlord does not take any steps to make repairs, you can have the repairs made professionally.

- Alternatively, if the landlord begins to make repairs after written notice, but fails to **complete** repairs within 30 days,

you may have the repairs completed by a professional.

The cost of repairs can be deducted from your rent as long as it is less than \$200 or ½ rent (whichever is less) AND you must provide the landlord with a **receipt** of the repair.

***Please call
Community
Legal Aid
Society***

**575-0660
100 W. 10th Street, Ste 801
Wilmington, DE 19801
Fax: 575-0840**