

Housing Conditions



Are you having problems with:

- Heat
- Water
- Hot Water
- Rodents/Roaches
- Mold
- Holes in the walls
- Plumbing or gas leaks
- Etc...?

Your Rights As a Tenant:

You have the right to live in decent and safe housing. That means the landlord must provide you with basic essential services (heat, hot water, water, electricity). If the landlord fails to provide certain services, you may exercise certain rights. But first, you should always check your lease before taking any action!

Inside you will find frequently asked questions and answers.

What is the landlord obligated to do?

- Follow state and local housing laws;
- Provide the tenant with heat, hot water, water and electricity;
- Keep clean/ sanitary common areas;
- Keep and maintain the rental unit in good condition;
- Maintain electrical and plumbing; and
- Check your lease for other landlord obligations

I don't have heat, what can I do?

- Notify the landlord IN WRITING of the condition. If the landlord doesn't fix the problem after the landlord gets notice you can:
- 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.

You have the same rights if you do not have water, hot water, or electricity because of a housing condition!!!!

There are several serious problems with my unit, what can I do?

- If you are having serious problems with the rental unit (other than heat, water, hot water or electricity), you must notify the landlord IN WRITING of the condition. If the landlord doesn't fix the problem after the landlord gets notice you can terminate the rent agreement after **15 days**.

If I terminate my lease because of conditions' problems, will I get my security deposit back?

- YES! But, you must give your landlord written notice of your forwarding address and request the security deposit be forwarded to your new address. The landlord must either return your full security deposit or provide you with an itemized list of deductions within 20 days of your letter.

Can I fix the problem in the unit myself?

- 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.

What can I do if my unit is condemned or the city determined it is “unfit for human habitation”?

- You should leave the rental unit as soon as possible.
- Within **1 week** of leaving, give the landlord written notice that you are terminating the rental agreement and write your forwarding address.
- You will be entitled to prorated rent for the time you were not able to live

in the rental unit and your security deposit (or an itemized list of deductions).

Am I protected from my landlord if I report a housing violation?

- **Yes!** Your landlord cannot evict you, raise your rent, decide not to renew your lease or decrease your services after you report a housing problem in good faith.
- Any eviction within **90 days** of your report of a good faith housing problem will be considered retaliatory.*
- If you experience landlord retaliation for reporting a housing problem, you will be able to recover 3 months rent or 3 times your damages if the landlord does any of the above.

***Retaliation is not a defense if you are not current in rent or if the landlord needs the unit for other good faith reasons.**

Who do I report housing violations to?

- If the landlord has not taken any action after you have notified the landlord in writing of your housing problem, you can call Licensing and Inspection to report problems at 576-3030.

- A housing inspector will come to your rental unit and determine whether the landlord has violated any housing codes.

Can I sue my landlord in addition to terminating or withholding rent for bad conditions?

- Yes! You can sue to recover any damages for the landlord’s failure to provide you with safe and decent housing. Damages include:
- Back rent while the unit was not safe;
- The cost to eat out or sleep somewhere while you were prevented from living in the unit.

***Any problems with the conditions of the unit cannot be caused by tenants or guests in order to have the rights specified above under the Delaware Landlord Tenant Code.

If you live in the Hilltop Neighborhood and have questions or would like help or representation for free with your housing conditions problems call.

Community Legal Aid Society

575-0660

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Wilmington, DE 19801

Fax: 575-0840