

# THE BASICS. LANDLORD TENANT.

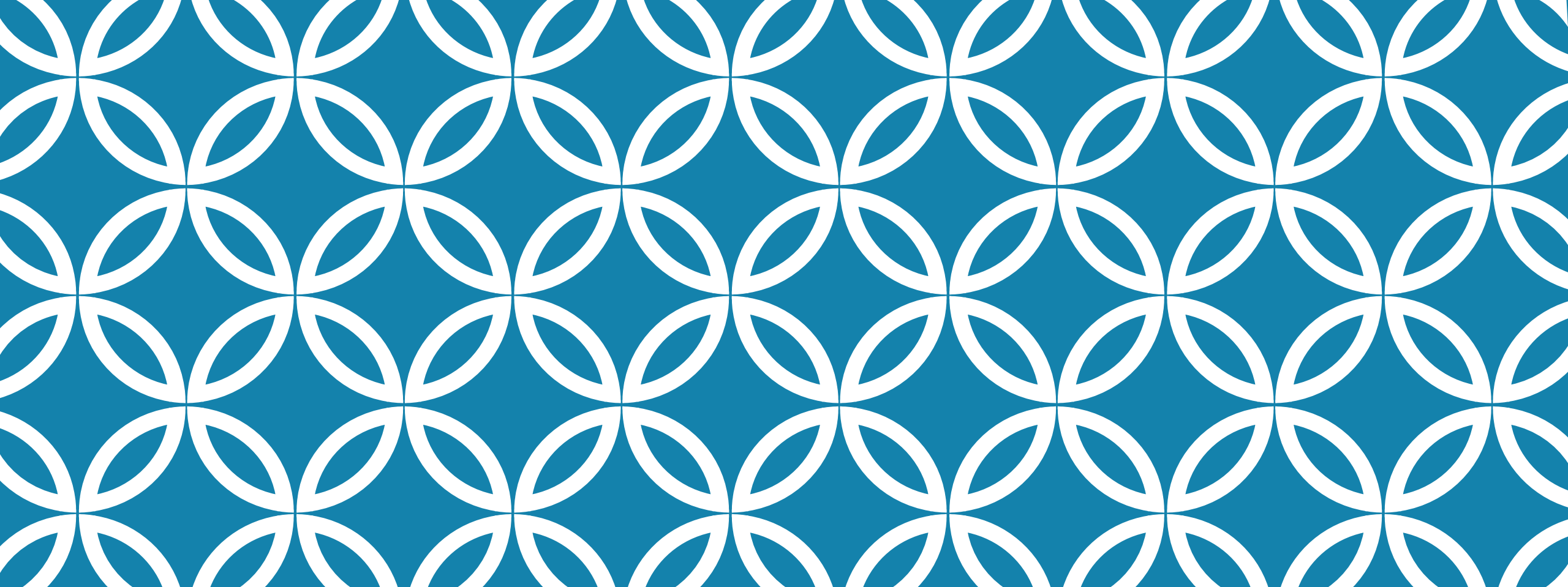
Student Legal Services  
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Student Legal Service

# DISCLAIMER

The information provided in this presentation is for educational purposes only. It is not intended as legal advice.

Specific Legal Issue? Schedule an Appointment!

- Call (307)-766-3296
- You will then be sent an intake form to fill out and send back
- After the intake form is returned, someone in the DOS office will call you and schedule an appointment



**FINDING THE RIGHT PLACE AND THE  
RIGHT PEOPLE** |

Where to search:

Facebook

Craigslist

Newspapers

Inspect the rental:

Check for cleanliness

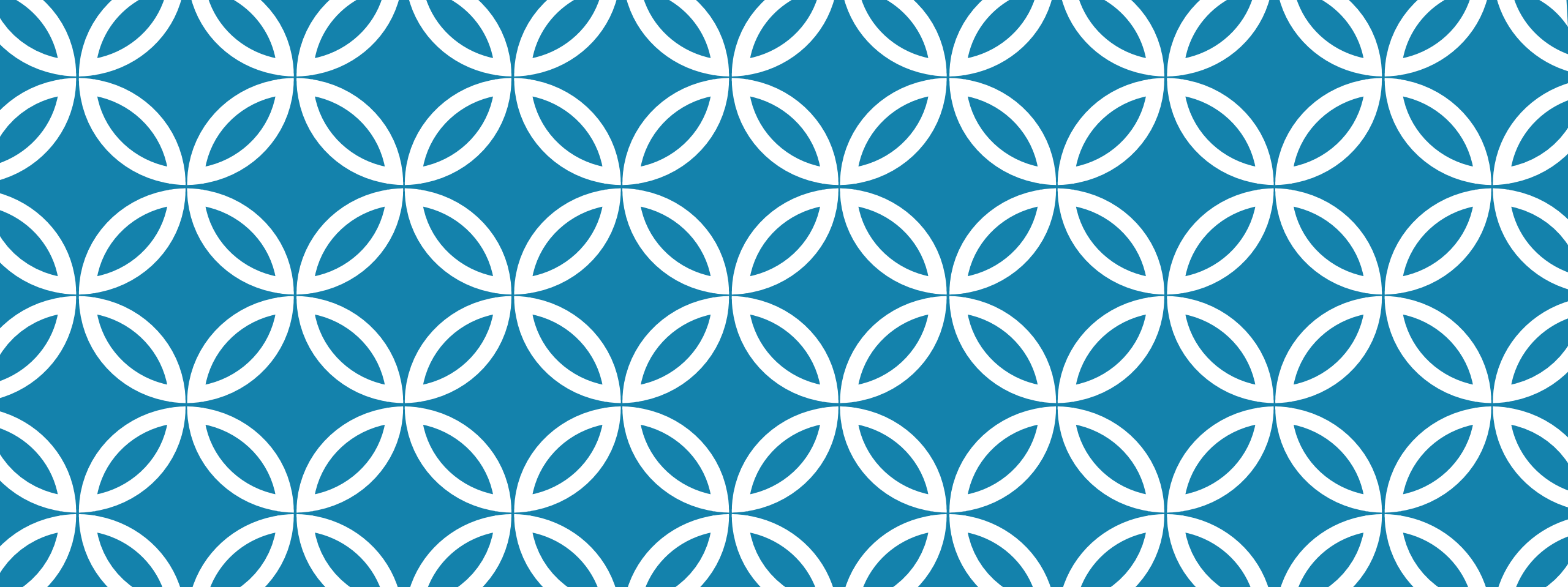
Check for any defects

Ask questions

Cost of utilities

Availability of parking

Deposits and refunds



**WHERE IT ALL STARTS.....THE LEASE** |



Roommate Agreement!

Any landlords in the room??

REMEMBER: SLS can look over your lease prior to signing

## Clauses to include in the lease

No deduction from the deposit for normal use and ordinary wear and tear of the rental unit.

A specific description of when any deposit or deposits posted with the landlord shall be returned and under what conditions  
Notice of whether any portion of a deposit is non-refundable and the reason why.

The landlord shall maintain the premises in a safe and sanitary condition fit for human habitation.

The landlord shall maintain the common areas of the premises in a sanitary and safe condition.

The landlord shall maintain the electrical, heating, and plumbing systems and provide hot and cold water.

The landlord shall maintain appliances and other facilities as agreed upon in the lease.

The landlord shall comply with all applicable provisions of any state statute or local ordinance governing the maintenance, use, construction, or appearance of the rental

The landlord shall provide and maintain appropriate receptacles for the removal of garbage and trash and arrange for its removal.

The landlord shall use due diligence to mitigate damages if the lease is broken. This means the landlord will try to find another tenant as soon as possible in order to reduce whatever damages he is suffering (loss of rent).

Any lead paint disclosures as required by current federal law.

## Clauses not to accept in the lease

The tenant waives her legal rights in regard to any defect in the building.

The landlord has the option to terminate the lease at any time if in his sole discretion he determines that the conduct of the tenant is detrimental to the safety of the other tenants or to the apartment or the building.

The landlord shall not be liable for any injury to persons within the rental unit or the building

The tenant is liable for all repairs to the premises.

The landlord may enter the premises at any time without notice.

Unless written notice is given 30 days prior to termination, the lease shall extend for a like period of the original lease.

The tenant is liable for attorney's fees in all litigation arising from the lease including the landlord's defense. The tenant agrees to abide by any rules or regulations made subsequent to the time the lease agreement is signed.

"Confession of judgment" allowing the tenant to be sued for breaking the lease without personal service of process.

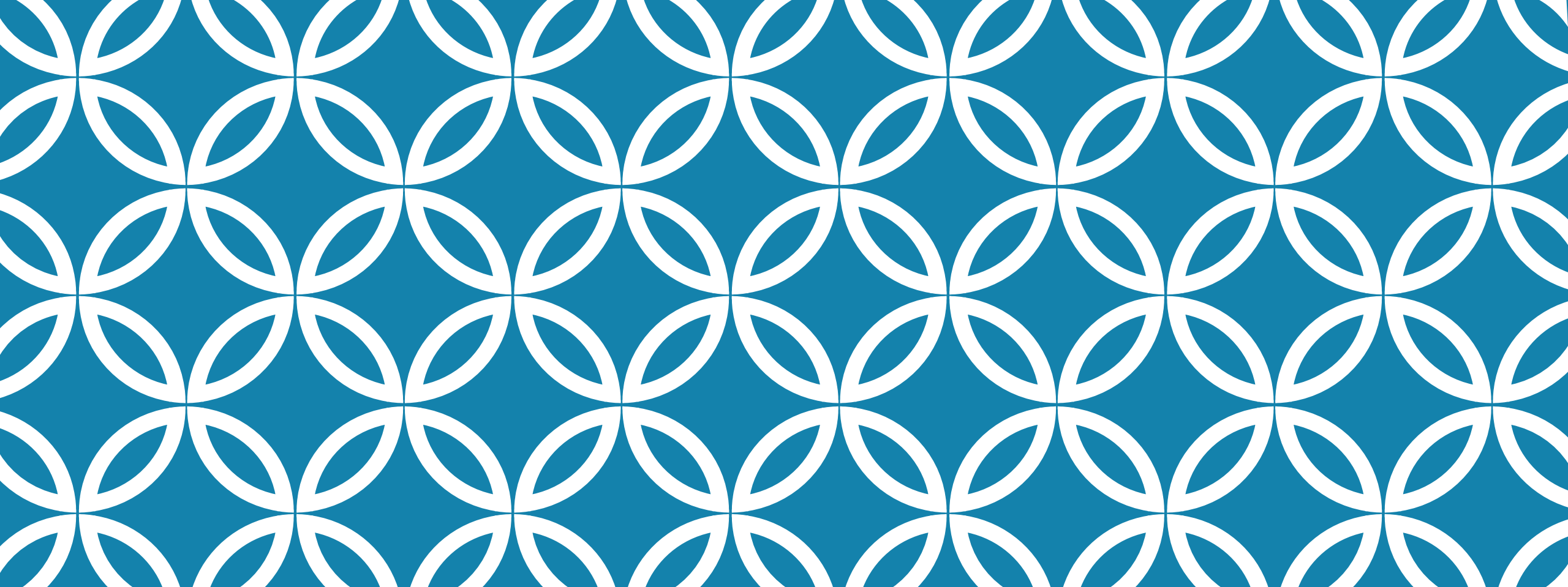
Acceleration clauses that call all amounts due and payable under the lease upon the failure to pay any one payment of rent.

# PRACTICE

Dwight has been living in a rental house for the last three months. Dwight's landlord is Michael. Dwight and Michael never signed a lease, but Michael told Dwight he could live in the house for 6 months for \$600 a month, Dwight agreed. Dwight wants to move out and is arguing that he can because there is no lease between him and Michael.

Is Dwight correct?





**KNOW WHAT'S REQUIRED** |

# TENANT'S DUTIES

## Shall:

- Be current on all rental payments
- Maintain the rental unit in a clean and safe condition
- Remove all property and garbage prior to termination of the rental agreement and clean the rental unit to the condition at the beginning of the rental
- Avoid unreasonably burdening common
- Keep all plumbing fixtures in as sanitary a condition as possible
- Use all electrical, plumbing, and heating appliances in a reasonable manner
- Use the rental in the manner for which it was designed
- Keep the number of occupants limited to those listed in the lease agreement
- Comply with all lawful requirements of the rental agreement

## Shall not:

- Intentionally or negligently destroy, damage, or remove any part of the residential rental unit or knowingly permit any person to do so
- Interfere with another person's peaceful enjoyment of the residential property; or
- Unreasonably deny access to the landlord for the purpose of making repairs to or inspecting the unit, and showing the unit for rent or sale.

# LANDLORD'S DUTIES

## Shall:

- maintain that unit in a safe and sanitary condition fit for human habitation.
- have operational electric, heating, and plumbing
  - with hot and cold running water
- Give me the rental property free from substantial disturbances
- Maintain other appliances and facilities as specifically contracted in the rental agreement.

unless otherwise agreed upon in writing by both parties.

# REQUESTS FOR REPAIRS

Advise owner in writing of condition and how it can be repaired

Within a reasonable amount of time owner:

- will correct the condition
- notify renter in writing that owner disputes claim
- Refuse to fix the condition and terminate the lease agreement

If a reasonable time has passed and the landlord has failed to respond or to correct the condition, the tenant may serve a “notice to repair or correct condition” on the landlord.

# RENTER'S INSURANCE

A landlord is not responsible to the tenant for damage to property not caused by his own fault

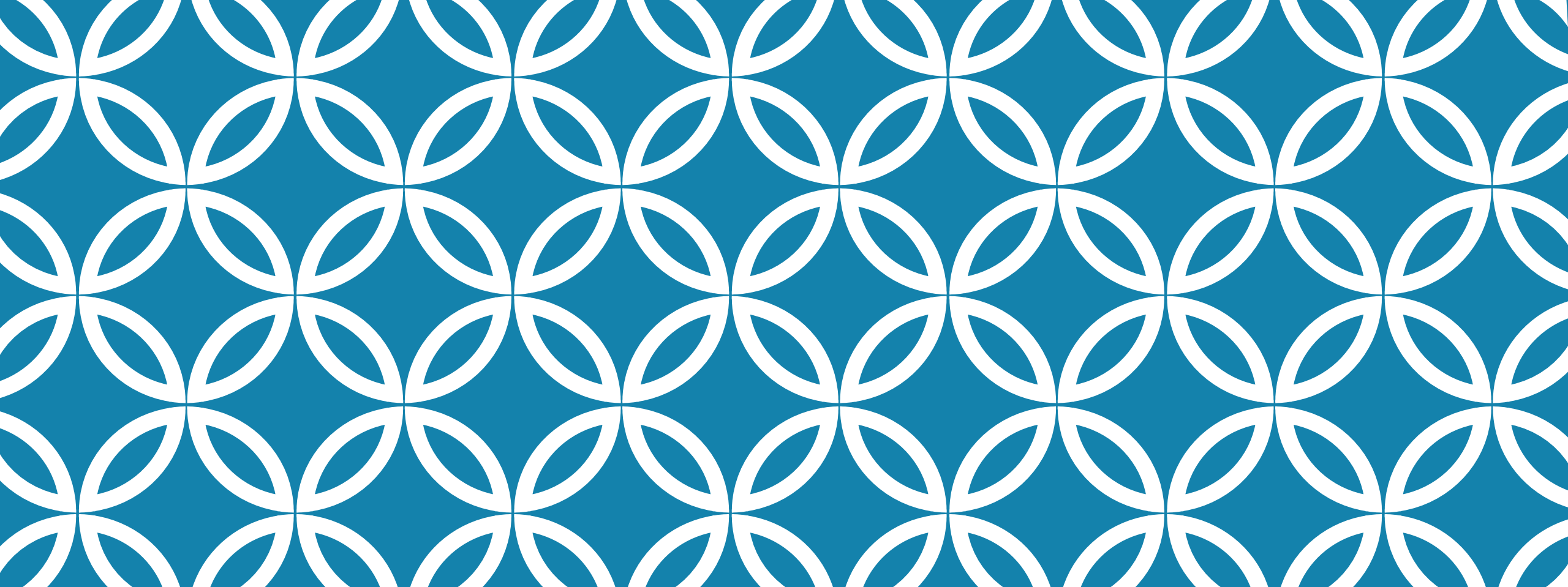
What's worse, the landlord's property insurance policy does not protect your belongings from loss caused by fire, hail, wind, etc.

For this, tenants must purchase their own insurance.

# PRACTICE

Colton leased an apartment from Tia in August. When November comes around and Colton tries to turn up the heat, he discovers that the furnace is broken. He asks Tia several times, over text, to fix the furnace. Tia keeps responding that she will fix it, but she never does. It is now December in Laramie and it's -30. Colton is freezing and in an attempt to get Tia to fix the heat, he stopped paying rent.

Can Colton bring an action in court against Tia?



**KNOW WHEN YOU CAN BREAK YOUR  
LEASE** |

# SUMMARY: BREAKING THE LEASE IS DIFFICULT

Typically the duty to pay rent is NOT premised on the landlord fulfilling their promises.

Therefore, if you break the lease before it expires, you will usually be liable to the landlord for the remainder of the rent in the term plus any other damages.

Generally, the only circumstance in which you can terminate the lease agreement without being liable for the remainder of the rent is if you show the landlord committed a material breach of the lease agreement.



# EXCEPT FOR ONE EXCEPTION: — WYOMING SAFE HOMES ACT

A tenant can break the lease, and will not be liable for rent after they vacate the premises, if:

- There is an imminent threat of domestic abuse or sexual violence, or a prior record of these things
- Tenant gives 7 days written notice to landlord prior to leaving

A landlord cannot waive or modify this right in the lease or in a separate agreement.



Hotline: 307-745-3556

# NOTICE

Notice is required prior to terminating the lease.

Normally, the lease agreement will also require the tenant to give advance notice of their intent to move out at the end of the lease.

In these circumstances, failure to give proper notice could result in you owing additional rent.

If your lease agreement does not have a provision specifying when notice should be given, generally you will be required to give one full rental payment period's notice (most likely around 30 days).

# NO OTHER OPTION? TRY SUBLETTING

Subletting is renting out all or part of a house or other building that you are renting from someone else.

Get your landlord's permission!

You are still the one on the hook with the landlord

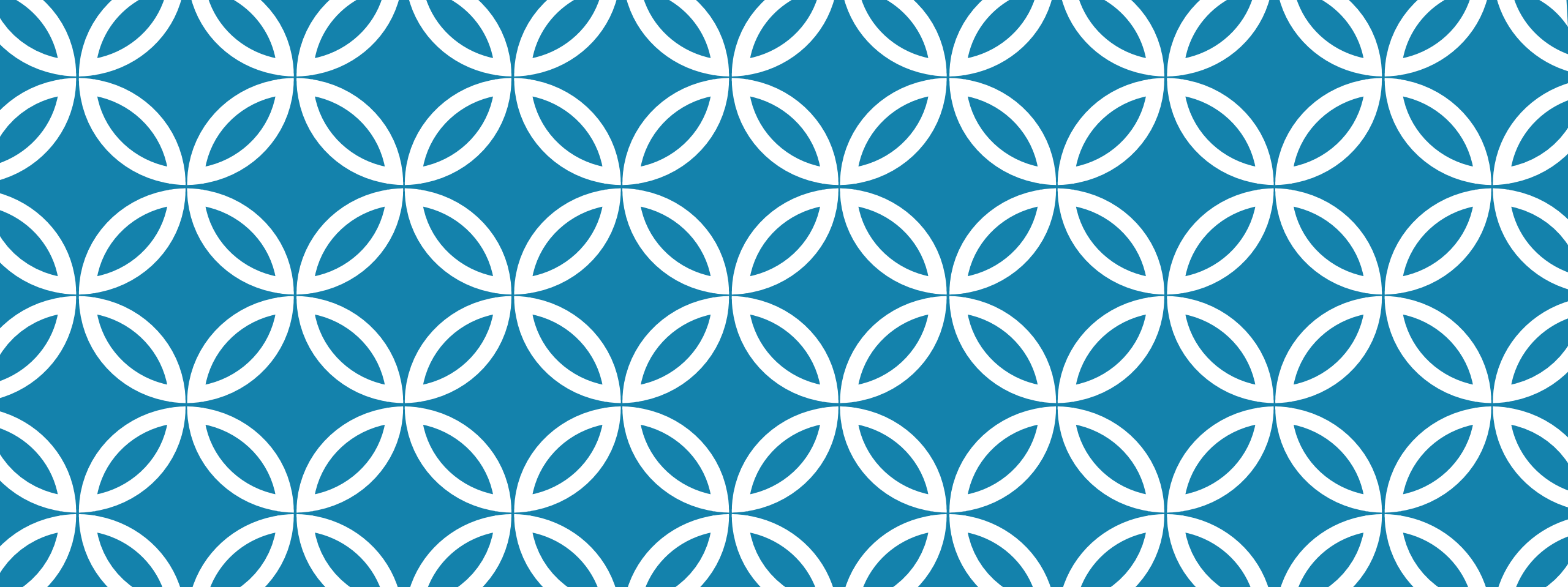
Therefore, make sure the subtenant is responsible to you for the same things that you are responsible to your landlord

# PRACTICE

Elliot recently rented a room in a house owned by Olivia for the semester. Olivia and Elliot both agreed in the lease that they would not have people over during the week. But, for the past few weeks, Olivia has invited several of her closest friends over to play bingo every Tuesday after work. Olivia and her friends are incredibly loud and are up until the early hours of the morning playing bingo.

Elliot has been unable to study at home because of this and, in fact, he has had to stay over at his friend Fynn's house on Tuesdays so he can get some sleep.

Can Elliot break his lease?



# **MOVING OUT AND SECURITY DEPOSITS**



# THE PART YOU ACTUALLY CARE ABOUT - \$\$\$

A lease provision requiring the deposit of money as security for performance of all the conditions in the lease or to pay for damages caused by the tenant is valid and enforceable

- two primary types:
  - security deposits
  - utilities deposits;
    - some landlords require both.

The landlord is required to identify in the lease any portion of a deposit that is nonrefundable.

# DEDUCTIONS

Once the rental agreement has been terminated, the landlord may apply a deposit for:

- Payment of unpaid rent
- Damages to unit beyond reasonable wear and tear
- The cost to clean the unit to the condition it was at the beginning of the rental agreement
- Any other costs provided by the contract

# NOTICE

The tenant must notify the landlord of their new address within 30 days of termination of the rental agreement so the landlord knows where to send the deposit.

If the landlord is deducting an amount from the deposit, they are required to refund any remaining portion of the balance and provide you with a written itemization of the deductions from the deposit within 30 days after termination of the rental agreement, or within 15 days after receiving the new mailing address, whichever is later.

- If there is damage to unit, this period is extended by 30 days.
- If the deposit is a utilities deposit, it must be refunded within 10 days of the tenant showing that all utility charges have been paid.

If the landlord fails to comply with these requirements, the tenant is entitled to recover the full deposit and court costs.

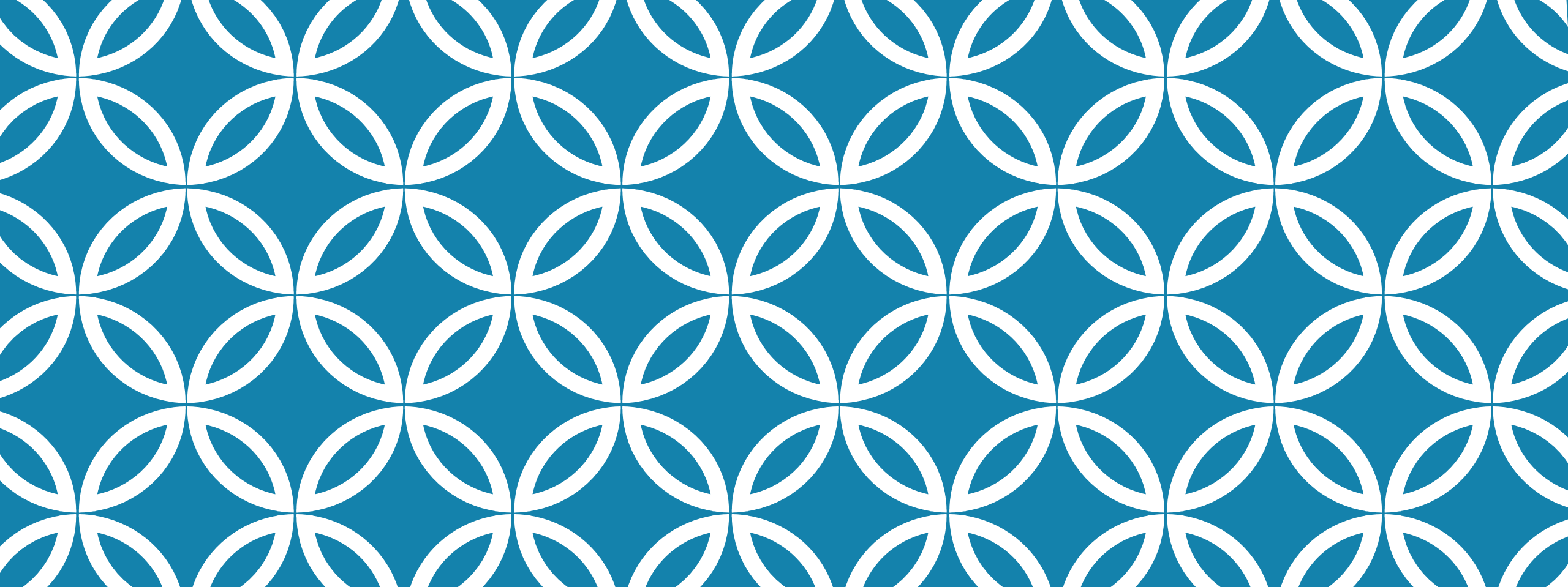
- **CAUTION:** If there is damage to the rental unit, the landlord is still entitled to collect those amounts from the tenant.



# PRACTICE

Cristina recently moved out of an apartment she rented from Owen. Cristina left a hole in the wall (and Owen's heart) that will cost Owen approximately \$300 to fix. Owen told Cristina that he was keeping \$300 of Cristina's \$500 deposit to pay for the damages. But, 60 days have passed and Owen has not returned any portion of the deposit or sent Cristina an itemized deduction.

Can Cristina get her deposit back?



**KNOW YOUR RIGHTS IF SOMETHING  
GOES WRONG** |

# EVICTION

A landlord may initiate “forcible entry and detainer” proceedings if the tenant is **3 days late** in his payment of rent, if he is in violation of any of his duties, or for any other reason specified in the lease agreement.

- This does not mean the lease is automatically terminated, it only gives the landlord the right to go to court.

The landlord must provide a notice to the tenant notifying her to leave the property at least 3 days before commencing an eviction proceeding

After this notice, the landlord can file a complaint against the tenant in court.

- The tenant must be notified of the complaint at least 3-12 days in advance of the court date.
- If the tenant pays the late rent or corrects the violation before the landlord has started legal proceedings, the landlord is prevented from evicting the tenant.
- If the court orders the tenant to vacate the apartment and the tenant does not, the sheriff may remove the tenant’s possessions and prevent the tenant from re-entering the premises.

# SMALL CLAIMS COURT



In Wyoming, claims for \$6,000 or less can be brought in Small Claims Court.

- To bring an action in Small Claims Court, you will sign an affidavit, which is a sworn statement, that includes the address of the landlord, the nature of the claim, and information about how you tried to resolve this out of court and were unsuccessful.
- The claim will be heard within 3-12 days after the landlord has been served with notice.

The burden of proving the claim will be on the plaintiff.

- The plaintiff must bring any books, papers, and witnesses necessary to prove the claim.
- Because small claims court is designed to avoid the cost and delay that usually accompanies disputes, representation by an attorney is normally not practical or necessary, but it is not prohibited.

# SMALL CLAIMS COURT

The judge can:

Award you damages

Award you court costs

Terminate the rental agreement

Order the landlord to make reasonable repairs

# LARAMIE SPECIFIC INFORMATION

- Non-Discrimination Ordinance
- Occupancy Limits
  - LR = Only 3 unrelated people
  - R1 = Only 3 unrelated people
  - R2 = Only 3 unrelated people
  - R3 = Only 4 unrelated people

[Zoning Map](#)

# IF YOU WOULD LIKE TO SEE A CHANGE TO ANY OF THINGS THAT WE TALKED ABOUT TODAY, REACH OUT TO YOUR REPRESENTATIVES

## Ward 1:

Charles McKinney

Email: [cmckinney@cityoflaramie.org](mailto:cmckinney@cityoflaramie.org)

Phone: (307)742-0707

Brian Harrington

Email: [bharrington@cityoflaramie.org](mailto:bharrington@cityoflaramie.org)

Phone: (307)272-9903

Jessica Stalder

Email: [jstalder@cityoflaramie.org](mailto:jstalder@cityoflaramie.org)

Phone: (307)460-1493

## Ward 2:

Paul Weaver

Email: [pweaver@cityoflaramie.org](mailto:pweaver@cityoflaramie.org)

Phone: (307)-742-2471

Jayne Pearce

Email: [jpearce@cityoflaramie.org](mailto:jpearce@cityoflaramie.org)

Phone: (307)-314-2334

Joe Shumway (mayor)

Email: [jshumway@cityoflaramie.org](mailto:jshumway@cityoflaramie.org)

Phone: (307)-742-9951

## Ward 3:

Pat Gabriel

Email: [pgabriel@cityoflaramie.org](mailto:pgabriel@cityoflaramie.org)

Phone: (307)-399-2120

Erin O'Doherty

Email: [eodoherty@cityoflaramie.org](mailto:eodoherty@cityoflaramie.org)

Phone: (307)-399-1309

Bryan Shuster

Email: [bshuster@cityoflaramie.org](mailto:bshuster@cityoflaramie.org)

Phone: (307)-761-0855

# QUESTIONS?

Please take a copy of our Landlord-Tenant Handbook or visit our website for additional resources and Information. [www.Uwyo.edu/studentatty](http://www.Uwyo.edu/studentatty)

## Schedule an Appointment!

- Call (307)-766-3296
- You will then be sent an intake form to fill out and send back
- After the intake form is returned, someone in the DOS office will call you and schedule an appointment