How to Get Your Landlord to Make Repairs
by: Legal Aid Services of Oklahoma, Inc.

If you want your landlord to fix something, you must follow the rules set out in the law. If you fail to follow the rules carefully, you run the risk of being evicted for nonpayment of rent. The steps you must follow depend on the type of problem you have and the remedy that you choose.

Normal Problems

The most common types of problems covered by the law are defects that can affect your health and safety, but that do not pose an immediate threat. These problems might include a leak in the roof or a slow-running drain.

1. Prepare a written notice to the landlord.

2. In the notice, describe in detail each problem you want fixed. The list should be specific, so that the landlord can use the list to fix each problem.

3. In the notice, tell the landlord that he or she should fix the problems within 14 days.

4. In the notice, tell the landlord specifically what you will do if the landlord does not fix the problems within 14 days, either

a. repair the problems yourself and deduct the cost from the next month's rent (up to $100), or

b. end your lease and move within 30 days from the date of the notice.

5. Sign and date the notice.

6. Make a photocopy of the notice and save it for your records.

7. Deliver the notice to the landlord in person or by certified mail. Save the certified mail receipts.

Problems with Utilities

If your problem is that you have no water, heat, electricity, natural gas, or "other essential services" (such as air conditioning in the summer), you have additional options.

To use one of these options, you must first give the landlord a written notice describing the problem in detail. What else you do depends on which remedy you use.

1. Move Temporarily: You can leave your home until the landlord fixes the utility problem. You will not owe rent for the time you are away.

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To use this option, you must tell the landlord in your original written notice:

a. that you are leaving until the problem is fixed, and

b. an address and phone number where you can be reached.

2. Obtain substitute services: If the landlord is supposed to pay your utilities but hasn't, you can sign up for the service in your own name and then deduct the cost from your next month's rent. Save your receipts and send copies to the landlord later.

3. Break your lease and move permanently: If you want to move permanently, your original written notice must give the landlord a period of time to fix the utility problem. The length of time depends on the problem. If you have no electricity, heat, or water, a few days may be long enough to give the landlord for repairs.

If the landlord does not take action within the time period, you can move, but you must give the landlord another written notice. This second notice must tell the landlord that you are breaking your lease because he/she has not fixed the utility problem. In the notice, you should also ask the landlord to return your security deposit and all advance rent you have paid. Include a new address.

4. Sue for damages: You can file suit in Small Claims Court if your damages are less than $4500. Your damages are the difference between your rent and the amount someone would pay to rent a place without the utility service you are lacking.

You must keep paying rent while your lawsuit is pending. Also, you may have to pay fees to file your suit and to notify the landlord.

As an alternative, you can go to mediation. Mediation involves meeting with the landlord and a neutral person who is trained to help people settle disputes. The cost is usually small.

Learn about Alternative Dispute Resolution through Early Settlement Mediation at this link:
http://www.oscn.net/static/adr/default.aspx

Severe Problems

If your home is simply not fit to live in, it is said to be "uninhabitable." In that event, you can end your rental agreement and move. You will not be liable for rent after that, and you should be able to recover any rent you have paid in advance.

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Unfortunately, it is often hard to tell when your home is totally unfit to live in. If you try to break your lease on this basis, you run a risk that a judge may decide later that you were not correct.

Anyone who decides to end a lease on this basis must give the landlord written notice. In the notice, ask the landlord to return your prepaid, unearned rent and your security deposit. Be sure to give the landlord a new mailing address.

Building Code Violations

Your local government may have a building code that requires landlords to maintain rental property in a safe and healthy condition. If you believe that the condition of your house or apartment breaks these laws, you can call local officials for an inspection. The inspector may order the landlord to make repairs.

Building code inspectors are concerned with public health and safety. If the condition of your home is bad enough, they may order the property condemned and force you to move.