

BASIC TENANT RIGHTS

You have a right to "habitable" premises. This is a fancy way of saying the apartment or house you are renting is fit to be lived in.

Don't compromise on this right. You have a right not to live in a hovel.

Most states do not let a landlord put language in the lease stating that you waive the right.

The following conditions could make premises "uninhabitable" :

- Unsafe conditions, such as holes in the floor, plaster coming down from the ceiling, bad wiring, and the like.
- Gross infestation of vermin such as cockroaches or mice.

Under French law, rental housing must be free of lead-based paint.

Tenants have a right to privacy. Your landlord cannot come into your apartment or house without prior permission.

The landlord must give you advance notice before coming into your apartment for other reasons, like making repairs or showing the unit to a potential tenant.

Your landlord cannot require a deposit that exceeds an amount equivalent to one month rent.

A landlord must treat tenants equally on deposit requirements. If you are required to provide a larger deposit than one of your neighbours, you have the right to know why.

The landlord is has to return the deposit to you within 60 days after the term expired, and does not have to add interest.



If the entire deposit is not returned, your landlord must send you an itemized list of how the money was spent. Common conditions that lead to reduced deposit refunds include :

- Repairs to damages on the premises beyond mere wear and tear
- Cleaning to restore the premises to the condition they were in at the beginning of your lease (beyond normal wear and tear)
- Unpaid rent

TO BE NOTED : Take pictures of the apartment when you first move in, especially areas that may be damaged already, and take the same picture when you move out. Save the receipts for developing the film so you know which is which and can establish the date on which you took the pictures. Or make videotape.

You have several legal rights if your landlord takes action against you for non payment of rent or a breach of the lease.

Generally, your rights relate to having proper notice of the proceedings against you, a chance to make good on the unpaid rent or to repair your breach of the lease, and rights to appeal.

If you are worried that you may be evicted, you may want to discuss the situation with a lawyer or a local tenants' association.

You also have a right to take legal action against your landlord for breach of contract if he or she breaches the lease, fails to return your deposit, takes unwarranted deductions from your deposit, or fails to make repairs.

Before proceeding, you will want to discuss your options with a lawyer.

