

RENTERS' RIGHTS IN LOUISIANA



SOUTHEAST LOUISIANA
LEGAL SERVICES

You have a right to:



1. **Safe, healthy, habitable housing**
2. **Peaceful possession** of your home
3. **Notice and a hearing** before your landlord can terminate your tenancy
4. **Any benefits or services** your landlord agrees to provide in your lease, as long *as you pay your rent and keep up your end of the agreement*
5. **The return of your security deposit** unless you have damaged the property above “normal wear and tear” or owe money

Becoming a renter: Types of rental agreements

- ▶ Oral or Written
- ▶ Term (6 months, year) or Month-to-Month
- ▶ With or without subsidy
 - Depending on the subsidy, you may have more rights!




While you are renting: Maintenance and repairs

- ▶ Your landlord **must deliver and maintain the property in a condition “suitable for its intended use”** (i.e., LIVING IN!)
- ▶ Your landlord **must make** necessary repairs
- ▶ Your landlord guarantees property is **free of defects** that make it unlivable
- ▶ Warranty **cannot be waived** if it affects health or safety



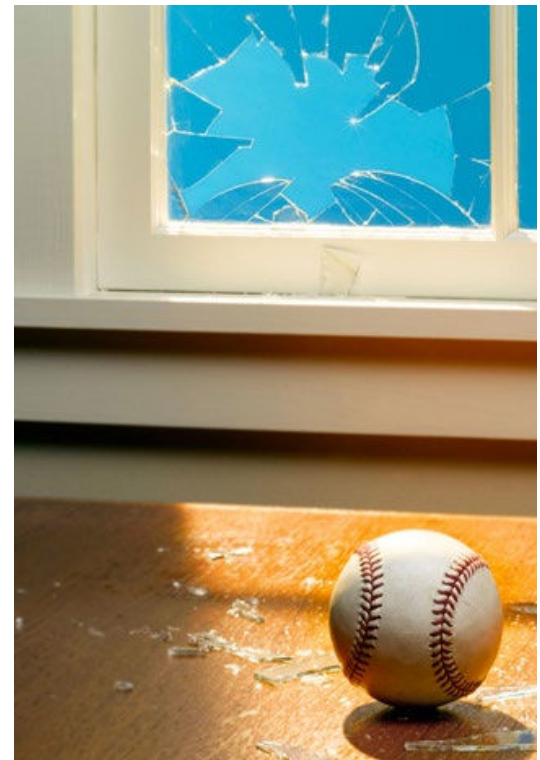
While you are renting:

Section 8 and PSH


- ▶ If you have a Section 8 voucher or are living in Permanent Supportive Housing (PSH) your landlord must meet “Housing Quality Standards.”
 - ▶ If your landlord refuses to make necessary repairs tell your worker to request a special inspection.
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While you are renting: What repairs must you make?

- ▶ Repairs you are responsible for under your lease
- ▶ Repairs to damage caused by you or your guests
- ▶ Repairs to any damage resulting from your use that exceeds “normal or agreed use”




While you are renting: What if your landlord refuses to make repairs?

- ▶ You CANNOT withhold rent
 - ▶ Notify your landlord **in writing** and keep records
 - ▶ If your landlord refuses to make repairs in reasonable time after notice, you can make the repairs yourself and deduct from rent.
 - ▶ You may be able to get out of your lease and move.
 - ▶ You may be able to sue your landlord for damages.
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While you are renting:

“Repair and deduct” requirements

1. The repairs must be those that the landlord was obligated to make;
 2. The tenant must notify the landlord to make repairs (in writing!);
 3. The landlord must refuse or fail to make these repairs after reasonable notice and demand;
 4. The tenant must then make the repairs;
 5. The deduction of the cost of the repair must be from the rent due;
 6. Proof that the repairs were necessary;
 7. Proof that the price paid for the repairs was reasonable.
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While you are renting: Peaceful possession

- ▶ The lessor warrants (guarantees) the lessee's peaceful possession of the leased thing against any disturbance caused by a person who asserts ownership, or right to possession of, or any other right to your home.
- ▶ In a residential lease, this warranty encompasses a disturbance caused by other tenants of your landlord.
- ▶ Your landlord also must give you reasonable notice before entering your property, unless your lease says otherwise.



Ending the rental agreement

No cause evictions

- ▶ Your landlord can decide to not renew your lease at the end of its term for any reason or no reason (with some exceptions!)
- ▶ If you are in a month-to-month lease with an indefinite term, your landlord must give you 10 days notice before the end of the month
- ▶ Most year leases become month-to-month leases after the first year (but read your lease!)



Ending the rental agreement For cause evictions

- ▶ Your landlord can evict you in the middle of a lease term for good cause.
 - Lease violation
 - Nonpayment of rent



Ending the rental agreement

Eviction process

- ▶ Step 1 – Notice to Vacate
 - If tenant has a written lease, La. Law allows waiver of 5 day notice.
 - Some leases require more notice.
- ▶ Step 2– Rule for Possession filed with court or with Justice of Peace
 - Landlord cannot accept rent after filing
- ▶ Step 3– Court Date.
 - Must be no sooner than 3 days after service of Rule for Possession.
 - If landlord wins, tenant usually ordered to be out of property within 24–48 hours.
- ▶ Step 4– Warrant for Possession

Ending the rental agreement

“Self help” evictions are illegal!

- ▶ A landlord cannot throw your belongings out or shut off your utilities to force you out of your house. The landlord must go to court to evict you.
- ▶ If landlord wins case and you do not move out within time ordered in court judgment, landlord cannot just throw out your property on his own. Must obtain a Warrant for Possession from court.

Ending the rental agreement

Possible defenses to eviction

- ▶ Did you receive the notice required by law?
- ▶ Did your landlord accept ANY rent from you after filing for the eviction?
- ▶ Did you attempt to pay your rent timely (and do you have proof?)
- ▶ Do you have evidence or witnesses to show that you did not commit the lease violation your landlord said you did?
- ▶ New! Is your landlord evicting you because you are a survivor of domestic violence?

Ending the rental agreement


Your right to leave at the end of your lease

- ▶ You have a right to move at the end of your lease. BUT
 - Check for hold-over notice provisions in your lease
 - Month-to-month tenants must give 10 days written notice before the end of the month



After you move out Security Deposits

What you can do to maximize your chances of getting your deposit back:

1. Pay your rent on time and get receipts
 2. Get a receipt for your security deposit and keep it
 3. Try not to damage the unit above normal wear and tear
 4. When you move in, make a list of things that are wrong with the apartment and ask the landlord to sign
 5. Take photos of move out condition
 6. Give your landlord proper notice before moving.
 7. Keep copies of your lease, all notices, and receipts!
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After you move out Security Deposits

When you move, send a letter to your landlord asking for your deposit refund AND include a good forwarding address. Send it by certified mail return receipt requested and regular mail.



After you move out Security Deposits

- ▶ After you send letter . . .
 - Within 30 days the landlord should reply or return all or part of the deposit
 - The landlord may send you a list of deductions and request payment in excess of your deposit for damages or other charges

After you move out Security Deposits

- ▶ What your landlord can deduct for:
 - Unpaid rent (if Section 8, only your portion!)
 - Damage to the property beyond “normal wear and tear”
 - If you do not provide the right notice to your landlord when you decide to move or end your lease, you may lose all of your deposit and may have to pay rent for time after you move!




After you move out Security Deposits

- ▶ Deposit cases are usually handled in Small Claims Court
- ▶ In Small Claims Court, most parties represent themselves
- ▶ Legal issues matter in court such as proving your case and suing the right party
- ▶ It costs time and money to file a suit
- ▶ Landlord can counter-sue



Wrapping it up: How to protect yourself as a renter in Louisiana

1. Read your lease! Or have someone read it with you.
 2. Take pictures of your apartment when you move in and before you move out.
 3. Put all of your correspondence with your landlord in writing. Text messages are better than phone calls!
 4. Keep a journal of all issues with your house and contact with landlord. Include dates!
 5. Get receipts for your rent and security deposits (especially if you pay in cash!). Get a receipt when you turn in your key.
 6. Call Southeast Louisiana Legal Services if you have questions!
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Contact Information

Southeast Louisiana Legal Services

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