



How to approach problems with your landlord

Two areas of concern often faced by tenants but not explicitly covered by law are repair problems and quiet enjoyment violations. Although different in nature, each of these situations may be handled in much the same manner. The following information describes a process that can lead to effective action when dealing with these types of problems.

**According to Webster's New Collegiate Dictionary a process is:
"A series of actions or operations definitely conducting to an end."**

The end of the process to be described here is to have a repair completed or to end a disturbance. Achieving this end when the landlord/lady is being uncooperative requires careful adherence to the process.

How to Resolve Repair Problems

There is no law in Colorado that requires a landlord/lady to keep a rental unit in good repair. Although oral agreements are binding, if your landlord/lady does not accept responsibility for repairs in writing, you may have difficulty proving that such a promise was made. Additionally, you may find yourself bearing the expense for completing repairs. If there is no lease clause specifying responsibility for repairs, Colorado law assumes the tenant is responsible for all repairs. And even with a lease clause, getting the repair accomplished may be difficult.

Quiet Enjoyment & Violations

The concept of "quiet enjoyment" has its origin in old English common law. Although it has no statutory basis in Colorado, it is nonetheless recognized to be part of Colorado common law (a valid unwritten "law" which is enforceable).

"As a tenant, you have a legal right to the quiet and peaceful enjoyment of the premises. This means you are allowed to live in your home free of unreasonable disturbances. If your landlord/lady interferes with your quiet and peaceful enjoyment, then he/she is violating the primary benefit anyone receives when renting a home."

REF. Colorado Tenant's Handbook

Although it is not necessary to have the right to quiet enjoyment specified in the lease, a tenant may waive the right to a promise of quiet enjoyment if the signed lease contains such a waiver.

Suggested Strategy to Approach Problems & Solving Them

When you have problems getting your landlord/lady to complete promised repairs or to enforce (and/or respect) your right to quiet enjoyment, there are several steps you should take to protect yourself and document your complaint. Each of these situations is handled in much the same

manner. The process described below is one designed to give you the utmost in protections and documentation before action is taken.

- ❖ Tell your landlord/lady immediately when repairs are necessary or disturbances are preventing you from the quiet enjoyment of the premises. Be sure to record the date. If he/she agrees to take action on the problem, wait a reasonable period of time. If nothing is done, then:
- ❖ Contact your landlord/lady again and ask why the problem has not been resolved. There may be a perfectly sound reason. Again, give your landlord/lady a reasonable amount of time to complete the repair or eliminate the disturbance. Be sure to record the date. If nothing happens then:
- ❖ Write a letter which contains three parts:
 - 1: Restate the history of the problem. Identify yourself and your address and describe when you first noticed the needed repair, or were disturbed by other tenants or the landlord/lady. Specify the date(s) you contacted the landlord/lady concerning the problem and any promises that have been made.
 - 2: If the lease stipulates that the landlord/lady is responsible for the repair or any promises have been made concerning the repair, quote the lease section or agreement. If you have not waived your right to quiet enjoyment, state your common law right in this paragraph.
 - 3: Request that the repair be completed or the disturbance resolved within a certain amount of time.

Photocopy the letter and send it via certified mail with a return receipt requested. Also, send a copy regular mail or hand-deliver it in case the landlord/lady refuses to pick up the certified letter. If the owner is a different person from the manager, it is best to send the letter to both. If the problem continues to go unresolved, bring a copy of your lease, any written agreements, and a copy of the letter to an attorney. The documentation will be reviewed and specific counsel offered at that time.

Important note:

Do not withhold rent or breach your lease without consulting with an attorney. You can be evicted and/or sued for such action!

Either one of these problems presents the tenant with a frustrating dilemma. A tenant's persistence and appropriate documentation can help create some options in terms of dealing with these problems.

If you are a full-time student, and would like further assistance, contact Student Legal Services at 491-1482, Rm. 200, Lory Student Center.