

Uniform Residential Landlord and Tenant Act (URLTA)

Summary of Rights and Actions as Provided in Kentucky Revised Statutes

URLTA only applies to residential properties and it replaces English Common Law. Its purpose is to encourage landlords and tenants to maintain and improve the quality of housing and to make uniform law with respect to the subject of Landlord-Tenant rights among states that enact it (383.505). Its enforcement is the duty of the courts. URLTA does not cover institutions, contracts of sale, fraternal / social organizations, hotels or other such lodgings, condominiums, or instances wherein housing is part of employment (383.535)

Rental agreements can be oral or written (383.545) and may include additional rules not covered in URLTA as long they do not conflict with URLTA (383.565). Rental agreements cannot waive rights included in this act, require payment of the landlord's attorney's fees (although sections of URLTA do allow for this), or limit liability of the landlord (383.565). Additionally the courts can deem a rental agreement as "unconscionable" and refuse to enforce the agreement (383.555). Additional rules may be added after the agreement has been made assuming they are clearly defined and are for convenience, safety, protection or fairness and are applied to all tenants. Tenants must receive notice of a change to their rental agreement at the time they enter the agreement or when the change is adopted. If it is a substantial modification it is not valid unless the tenant consents in writing (383.610). If an agreement is not present the rental agreement is assumed to be month-to-month unless the tenant pays on a week-to-week basis (383.565).

A Tenant shall:

- Pay rent as agreed up (383.565).
- Comply with building and housing codes (383.605).
- Keep their rented space clean and safe (383.605).
- Dispose of waste in a clean, safe manner (383.605).
- Keep all plumbing fixtures clean (383.605).
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, AC, and other facilities and appliances (383.605).
- Not deliberately or negligently destroy or damage the premise or knowingly allow any person to do so (383.605).
- Conduct themselves and their guests in a manner that does not disturb the neighbors (383.605).
- Use the premise only as a dwelling unit unless otherwise agreed upon (383.620).
- Provide consent for a landlord to enter the dwelling to inspect the premise, make repairs / improvements, provide services, or to show the dwelling to potential buyer, workmen, etc. In the case of an emergency the landlord may enter the dwelling without consent (383.615).
- Provide a notice to the landlord in the case of an absence over 7 days if the lease requires it (383.620).

A Landlord shall:

- Comply with building and housing codes (383.595).
- Do what is necessary to keep the premise fit and in a habitable condition (383.595).
- Keep common areas clean and safe (383.595).
- Maintain electrical, plumbing, sanitary, heating, ventilation, AC, and other facilities / appliances supplied or required to be supplied by him (383.595).
- Supply running water and a reasonable amount of hot water as well as a reasonable amount of heat (383.595).
- Not try to take possession of a property by shutting off utilities or locking the tenant out (383.655).
- Provide the name and address of the person managing the property as well as any persons authorized to act on behalf of the owner. If no one is named, the person responsible for collecting rent will be considered as having that authority. This information shall be kept current (383.585).

- Provide 2 days notice before entering the property and then may only enter at reasonable times. In the case of an emergency this is not necessary (383.615). In the case of an extended absence (more than 7 days) the landlord may enter the property at times reasonably necessary (383.670).
- Not retaliate by raising rates or decreasing services in the case of a tenant who complains, contacts a code enforcement agency, or joins / organizes a tenants union. Retaliation is presumed if action is taken within 1 year of a complaint. This is not applicable if action is the result of a breach of contract on behalf of the tenant (383.705).
- No longer be liable for a property once it has been sold or switches management (383.600).

In the case of a single-family home the tenant may agree to do the duties of the landlord. In an apartment this is also the case as long as it does not negatively affect other tenants. Performance of these duties cannot be required as a condition of the lease (383.595).

Security Deposits

- If a security deposits is required, the landlord shall place the deposit in an account only used for the purpose and the tenant shall be notified of the account location and account number (383.580).
- At the beginning of the lease the landlord shall present the tenant with a comprehensive list of existing damage and estimated dollar cost of repairing such damage. The tenant has the right to inspect the property to verify the list. Both parties shall sign the document. If the tenant refuses to sign he must submit a list of items he disagrees with. Likewise, at the termination of the occupancy the landlord shall inspect the property and submit a list of damages as well as estimated cost which be charged against the security deposit. The tenant again has the right to inspect the property to verify the list. Both parties shall sign the document. If the tenant refuses to sign he must submit a list of items he disagrees with (383.580).
- If the tenant disputes the final damage listing he may bring action in district court concerning only those items he disputed in writing. If the tenant did not sign the document, he shall not be entitled to any damages (383.580).
- If the security deposit was not place in a separate account or either the initial or final list of damages was not provided, the landlord may not keep any of the deposit (383.580).
- If the tenant leaves owing rent the landlord may apply the security deposit to that debt after 30 days. If the tenant does not owe rent the landlord shall send notification of any refund due to the last know address. If after 60 days there is no response the landlord may keep the deposit.

Tenant Actions:

- If the landlord does not comply:
 - The tenant may deliver notice (defined as notification delivered to the rental agency or other appropriate and/or defined area (383.560)) to the landlord. The landlord then has 14 days to correct the problem (defined as repairs, payment for damages or other adequate steps). If the problem is not corrected in that time, the lease can be terminated 30 days after the original notification and all the security as well as prepaid rent will be returned to the tenant. If the problem is corrected the rental agreement will not be terminated (383.625).
 - If the same problem arises again within 6 months the tenant may terminate the rental agreement with a 14-day notice (383.625).
 - If the non compliance affect health and safety and the landlord refuses to correct a problem after a 14 day notice the tenant may pay to have the problem fixed themselves and then deduct those costs from the upcoming rent payment assuming the costs are less than \$100 or an amount equal to ½ the rental rate, whichever is more (383.635).
 - These options do not cover damage caused by the tenant or the tenant's guests (383.625 / 383.635).
 - The tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord (383.625).

- If the property is not delivered at the start of the lease:
 - Rent abates until possession is delivered. If it is not delivered the rental agreement may be terminated with at least 5 days written notice at which time all prepaid rent and security will be returned (383.630).
 - The tenant may demand performance of the rental agreement by the landlord and obtain possession of the dwelling unit (383.630).
 - If non-delivery of the premise is willful the aggrieved party may recover up to 3 month's rent and reasonable attorney's fees (383.630).
- If the landlord willfully or negligently fails to supply utilities:
 - The tenant may give written notice and then take reasonable actions to correct the action and deduct that cost from their rent (383.640); or
 - Recover damages based on the decreased rental value of the property (383.640); or
 - Procure reasonable substitute housing at which point the tenant is excused from paying rent for the period of the landlord's noncompliance. The tenant may also recover actual costs for fair and reasonable housing during this time as long as it does not exceed the rental rate (383.640).
 - These actions cannot be pursued unless the tenant gives notice to the landlord (383.640).
 - If a tenant pursues alternate housing, they cannot also perform self-repair or seek to terminate the lease. (383.640)
 - The tenant may also recover reasonable attorney's fees (383.640).
- If a landlord locks out a tenant from the property or shuts off the utilities in order to take possession of the property:
 - The tenant may recover up to 3 months rent or three times the actual damages sustained plus attorney's fees (383.655).
- If the landlord makes unlawful entry or repeated unreasonable demands for entry in such a way as to be considered harassment:
 - The tenant may obtain injunctive relief or terminate the rental agreement (383.700).
 - In either case the tenant may recover actual damages and reasonable attorney's fees (383.700).
- If a landlord brings action against a tenant for non-payment of rent:
 - The tenant may make a counterclaim based on this act or the rental agreement (383.645).

Landlord Actions:

- If the tenant remains on the property after the lease expires:
 - The landlord may bring action¹ against the tenant. If the holdover is willful the landlord may recover an amount up to 3 months rent or threefold actual damages, whichever is greater as well as reasonable attorney's fees (383.695).
 - These actions apply to any person wrongfully in possession of the property (383.590).
- If the tenant refuses access the landlord:
 - The landlord may obtain injunctive relief or terminate the rental agreement and may recover actual damages as well as reasonable attorney's fees (383.700).
 - Enter the premise in case of an emergency or if the property is abandoned or surrendered (383.615).
- If a rental agreement is terminated:
 - The landlord has a claim for possession as well as a claim for actual damages in the case of a breach of the rental agreement as well as reasonable attorney's fees (383.685).
- If the tenant is noncompliant materially (i.e. causes damages to the property):
 - The landlord may give written notice (defined as hand delivery of a notice to the tenant or the tenant's family, or a letter sent registered/certified mail). The tenant has 14 days to

¹ "Action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceedings in which rights are determined, including an action for possession.

- correct the problem or else the rental agreement may be terminated immediately. If corrections are made, the lease will not be terminated (383.660).
- If the problem arises again in 6 months the landlord can give a 14-day notice of the termination of the agreement (383.660).
- If the problem affects health or safety and the tenant does not correct the problem in 14 days the landlord may then fix the problem and submit an itemized bill to the tenant which will be due on the date of the next rental payment, or due immediately if the agreement has been terminated. The landlord does not need to wait 14 days if it is an emergency (383.665)
- If rent is not paid by the tenant:
 - If rent is not paid when due, the tenant has 7 days after written notice by the landlord to make payment. If payment is not made the landlord can terminate the rental agreement (383.660)
 - The landlord may obtain injunctive relief and recover actual damages caused by the noncompliance of the tenant. If the tenant is willful in their noncompliance, the landlord may also recover reasonable attorney's fees (383.660).
 - Acceptance of rent by a landlord constitutes a waiver of the landlord's right to terminate the rental agreement for that breach unless otherwise agreed after the breach occurred. Rights to terminate the lease for future breaches are not waived (383.675).
- If the property is abandoned:
 - The landlord shall make reasonable efforts to rent it at a fair rate. If the landlord rents the property before the expiration of the original rental agreement, the original rental agreement will terminate on the date of the new tenancy (383.670).
 - If the landlord fails to use reasonable efforts to rent the property at a fair rate, or if the landlord accepts the abandonment as a surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord noticed the abandonment (383.670).
- If failure to notify of an absence over 7 days causes damages in the case of an agreement requiring such notification:
 - The landlord may receive compensation for actual damages (383.670).
- If a counterclaim is brought against a landlord that is without merit and not raised in good faith
 - The landlord may recover reasonable attorney's fees (383.645).

Other Terminations of the Rental Agreement:

- Either party may terminate a week-to-week tenancy with a 7-day notice (383.695).
- Either party may terminate a month-to-month tenancy with a 30-day notice (383.695).
- At the end of the rental agreement the landlord or tenant may terminate the tenancy by giving 10 days written notice before the termination date. If the tenant fails to pay rent within 10 days of the termination date the tenancy may be terminated at any time without notice (383.695).
- If fire or casualty or other act of God that substantially impairs the enjoyment of the dwelling destroys the premise, either the tenant or landlord may terminate the rental agreement upon 14 days notice, however the tenant may vacate the premises immediately. In the case of a destroyed rental property any prepaid rent will be returned (383.650).

The sections of the Kentucky Revised Statutes that are cited above can be found in full at <http://www.lrc.ky.gov/KRS/383-00/chapter.htm>