

# Questions & Answers for Tenants

***Am I Eligible To Be A Tenant Wherever I Want?*** There are federal laws, and many state laws, which prohibit discrimination in housing for certain protected groups. Thus, a landlord discriminating in showing or renting residential space on the basis of the tenant's race, creed, sex or national origin would be in violation of such laws. While there are certain exceptions (e.g., the landlord renting space in his or her own home in which certain areas are shared with the tenant), in the majority of residential leasing situations such discrimination is prohibited.

While enforcement of your rights through the court can be costly, there are often state or local agencies available to which you may complain, and which can enforce your rights for you without charge. In Pennsylvania, for instance, a complaint to the Human Relations Commission resulted in fines being assessed against a nationwide leasing agency which had discriminated against prospective tenants on the basis of race and national origin through certain screening measures it adopted. Money damages are also sometimes available to the complaining prospective tenant.

***Should There Be a Written Agreement?*** A written agreement provides certainty as to the space that you have leased, the term of your lease, the amount you are being charged for that space, and your rights and obligations, and the rights and obligations of your landlord, as to that space. It is evidence of the intent of the parties at the outset of the lease, before any problems may occur.

While it is possible to have an oral agreement for a short duration (most states require that leases in excess of three (3) years be in writing to be enforceable), the certainty of terms provided by a written lease makes it the preferred choice. Absent the written lease you may find yourself captive for a longer term than you intended, or homeless sooner than you anticipated.

The lease should at least identify the parties, the space leased, the duration of the lease, the rent to be paid, and the manner of terminating the lease. In many states, the lease must be written in plain language, with any waivers of rights in larger and darker print than the remainder of the lease. Additionally, if the lease makes reference to any laws, especially if you are being asked to waive your rights under those laws, be sure that you know what those laws are, and what rights are being affected.

***What Are My Obligations As A Tenant?*** You clearly have the obligation to abide by the terms of the lease. Additionally, even if the lease does not require it, you are required to maintain the leased area so that it is habitable, safe and sanitary, does not disturb or pose a risk of harm to adjacent tenants or property owners, and is not used to violate the law.

This may mean that you dispose of your garbage in a certain manner, that you not overload electrical circuits and not abuse the plumbing, or that you play music that can only be heard in your apartment. It also means that you prevent friends and acquaintances from using controlled substances when visiting.

It may also mean that you have to give your landlord access to your space at certain times and under certain conditions. When that access is allowed may be specified in your lease or may be dictated by local or state law. For instance, in some states, the landlord is allowed to maintain a master key and use it at any

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time. In other states, the landlord must give the tenant at least 24 hours notice, except in the case of an emergency, before entering the space.

***What Are My Rights As A Tenant?*** The most basic right is to insist that your landlord abide by the provisions of the lease. Most leases include the clause “quiet enjoyment” and specify that it is a right of the tenant. While the definition of quiet enjoyment may be different for different people, and may vary from state to state, its essence is that you have the right to sole possession of the space you lease for the duration of the lease, without unnecessary interruption or restriction of your rights, and with maintenance of the space in the same manner as it existed at the time the lease commenced.

This means that your landlord cannot insist, for instance, that midway through the lease your storage area be shared with another tenant, or that you move to a different space because another tenant will pay more for yours. This also means that if the roof starts to leak or the furnace stops working in the middle of winter, your landlord must repair those conditions.

The right most tenants want to exercise is the right to withhold rent. To determine if you have the right to withhold rent, you must first look to your lease. If your lease is silent, however, that does not mean that you can automatically withhold rent. Rather, you must then look to the applicable law. In many states, a tenant, instead of withholding rent, may notify the landlord that the rent is being paid into an escrow account at the local court until a specified condition is remedied. If the tenant does not comply with applicable law and withholds the rent, the landlord will be able to evict the tenant, and may even be able to take possession of the tenant’s personal property in the apartment.

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