

IT'S RENTED

**NOW
WHAT?**

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Top Ten Myths

TENANT: RULES OF THE ROAD

- Tenant moves in additional occupants after the initial lease signing
- Tenant is absent from the property for an extended time period without notifying the Landlord
- Tenant becomes disabled during lease term and wants to make modifications
- Tenant expects the Landlord to reimburse Tenant, due to constructive eviction

TENANT'S RIGHTS



TENANT GOES WILD!

Tenant has a wild party and someone damages the hardwood floors. The repair bill is \$2000.00. Under CCS 47-19, the Tenant will be charged

- A. The bill
- B. Class D Felony > \$1500
- C. Misdemeanor \$500-\$1500
- D. With the Balance of the lease

**TENANT MOVE
OUT**

• **CHECK LEASE REQUIREMENTS**
“Tenant will surrender the premises in as good a state and condition as they were in when the term began, reasonable use and wear expected.”

nolo.htm

Ordinary Wear and Tear: Landlord's Responsibility	Damage or Excessive Filth: Tenant's Responsibility
Curtains faded by the sun	Cigarette burns in curtains or carpets
Water-stained linoleum by shower	Broken tiles in bathroom
Minor marks on or nicks in wall	Large marks on or holes in wall
Dents in the wall where a door handle bumped it	Door off its hinges
Moderate dirt or spotting on carpet	Rips in carpet or urine stains from pets
A few small tack or nail holes in wall	Lots of picture holes or gouges in walls that require patching as well as repainting
A rug worn thin by normal use	Stains in rug caused by a leaking fish tank
Worn gaskets on refrigerator doors	Broken refrigerator shelf
Faded paint on bedroom wall	Water damage on wall from hanging plants

Ordinary Wear and Tear: Landlord's Responsibility	Damage or Excessive Filth: Tenant's Responsibility
Dark patches of ingrained soil on hardwood floors that have lost their finish and have been worn down to bare wood	Water stains on wood floors and windowsills caused by windows being left open during rainstorms
Warped cabinet doors that won't close	Sticky cabinets and interiors
Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub and toilet
Moderately dirty mini-blinds	Missing mini-blinds
Bathroom mirror beginning to "de-silver" (black spots)	Mirrors caked with lipstick and makeup
Clothes dryer that delivers cold air because the thermostat has given out	Dryer that won't turn at all because it's been over-loaded
Toilet flushes inadequately because mineral deposits have clogged the jets	Toilet won't flush properly because it's stopped up with a diaper

DISABLED TENANT MOVE OUT

- **MODIFICATION AGREEMENT**
- **REMOVE OR NOT?**
- **WHO PAYS?**

PROPERTY OK

SECURITY DEPOSIT

LANDLORD HAS

- a. 10 days to return**
- b. 60 days to return**
- c. 20 days to return**
- d. 30 days to return**

Worst Tenants From HELL



PROPERTY NOT OK

SECURITY DEPOSIT

LANDLORD MUST

- ITEMIZE DEDUCTIONS**
- SURPLUS SENT**

BAD LANDLORD

LANDLORD FAILS TO SEND MONEY

- a. RESPONSIBLE FOR SD PLUS INTEREST
- b. RESPONSIBLE FOR 1 1/2 MONTHS SD
- c. RESPONSIBLE FOR UP TO DOUBLE THE SD

TENANT NEEDS TO GO.....

Eviction Process

•Notice to Quit

- 1. Tenant is using property illegally
- 2. Rent unpaid after 10 days
- 3. Landlord wishes to occupy
- 4. Tenant has damaged property

NOTICE TO QUIT (END) POSSESSION

JG-188.7 Rev. 3-12
C.G.S. § 47-23

Instructions To Landlord

- 1. Fill out this notice and give it to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
- 2. After service (delivered to the tenant(s) and occupant(s) is made, the original Notice to Quit will be returned to you. If you do not want to take your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

www.jud.ct.gov

To: Tenant(s) (if not the tenant(s)) and occupant(s)

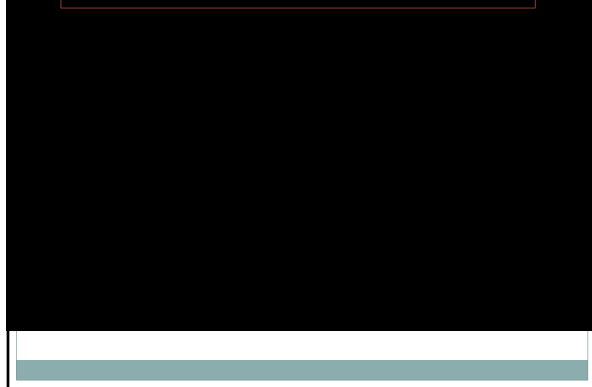
Address of premises, including apartment number, if any

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before _____ for the following reason(s) (specify):

(Date)

**STATE MARSHALL SERVES
3 DAYS TO EVACUATE ie served
April 1, must vacate by April 5**

Landlord From Hell



TENANT NEEDS TO GO.....

Eviction Process

NOW THE STUFF.....

- Marshall tries to locate tenant and notifies location of contents
- Tenant has 15 days to recover
- Storage expense charged to Tenant
- No claim- property sold at auction
- Tenant may claim proceeds - expenses within 30 days
- No show goes to town treasury

PUBLIC ACT 12-41

The law says some people must *not* be evicted.

If you are a **senior** or have physical **disabilities** and live in a building with 5 or more units, a special law, called "good cause," protects you from eviction. Get legal help right away so you can tell the court you are protected by "good cause." (See below to learn more about good cause.)

Who qualifies for good cause?

To qualify for good cause, you must:

- live in a rental unit that has at least 5 **units** in all, and
- have a physical disability or be a senior (62 or older).

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Does the law protect anyone else from eviction?

Yes. It also protects people:

- Who own their mobile home and live in a mobile home park
- Whose landlord wants to convert their apartment to a condominium
- Who are seniors or have a disability and a bank is trying to evict them because of a foreclosure case against the landlord

Does *any* disability qualify?

No. The disability must be physical. And it must be expected to last at least 12 months.

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Does everyone in my home have to be a senior?

No. You qualify if your spouse, brother, sister, parent, or grandparent lives with you and is 62 or older.

Important! You may have to prove your disability or age. You can use a medical report or proof of Social Security income.

If I qualify for good cause, does that mean my landlord can *never* evict me?

No. Your landlord can still evict you if you do not:

- Pay the rent.
- Agree to a "fair and equitable" rent increase.
- Keep your unit clean and safe.
- Follow your lease, your landlord's rules for the building, and state law.

**LANDLORD IN
FORECLOSURE**

NOW WHAT?

Named a Defendant?

You can stay longer than 90 days if:

- You live in a building with 5 or more apartments and someone in your household is at least 62 years old or physically disabled. The new owner may ask you to show proof of your age or disability.
- You have a lease that ends after the 90 days are up. The new owner may ask to see a copy of the lease.
- You are on Section 8 or RAP. Tell the lawyer the name of the housing authority that handles your Section 8 or RAP. Also call your worker at the housing authority and tell him that your building has a new owner. The new owner must take over the Section 8 voucher as long as the lease is in effect.

Not Named A Defendant?

To evict you, the bank must bring an eviction (summary process) action against you. The bank must wait 90 days after the foreclosure is finished before it can start an eviction. The amount of time you have depends on why you are being evicted.

- If you have a lease that has more than 90 days left, you can stay until the lease is over unless the new owner wants to use your home as his main residence.
- If your building has 5 or more apartments and you or a member of your household is at least 62 years old or you are physically disabled, you can't be forced to move at all.

No matter what, the new owner has to give you 90-days notice before they can start an eviction. The 90 days can't start until AFTER the foreclosure is finished and the property passes to the new owner.