

# Check Your Home

A Guide for Renters, Landlords and Homeowners



## Please Read:

This pamphlet is intended as an informal guide to the most current International Property Maintenance Codes adopted by the City of Hays. We hope that all citizens will find this information useful in evaluating their housing needs and current housing situation. The City of Hays cares about the availability of quality housing for renters and new home buyers. You may review a copy of the *International Property Maintenance Code* at the Public Works Office, 1002 Vine. For more information, call the Inspection Office, 628-7310.

*This booklet is not an adopted legal instrument. Please refer to the official Property Maintenance Code and City of Hays Ordinances for precise definitions and requirements.*

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## City of Hays Code Enforcement

Responsibilities of the Planning, Inspection, Enforcement (PIE) Division involve building code and property maintenance enforcement. The Division further enhances the community by assisting in the following ways:

Cooperating with citizens in improving and preserving homes and properties within the City of Hays. *Informed and involved citizens are crucial to the preservation and improvement process.*

Conducting periodic inspections as requested to help prevent housing deterioration. Inspectors often discover defects and items needing repair that have gone unnoticed by property owners.

Upholding municipal standards of housing safety and sanitation to promote proper maintenance among area homeowners, landlords, and tenants. This ongoing commitment contributes to the excellent quality of life found in the Hays community.

***For Code Enforcement Information, contact the City of Hays P.I.E. Offices, at 628-7310. Check us out on the City's website at [www.haysusa.com](http://www.haysusa.com).***



## **Landlord Responsibilities:**

### **All housing must comply with the currently adopted International Property Maintenance Code**

Common areas shared by two or more units must be kept clean

Eliminate rats, insects and other pests (maintain regular upkeep and pest control)

In case of emergencies or questions relating to the property, the owner/agent must provide tenants with the property manager's name, home address (*not a P.O. Box*) and telephone number

Occupants must be notified of all exits

Avoid overcrowding your leased property. Check housing designations for each property before renting.

Reliable hot and cold running water supply available to all tenants

Reliable heating system capable of maintaining 68°

Thirty (30) day written notice to all tenants before assessing any rental fee increase

All security deposits must be returned within thirty (30) days of lease termination

If a portion or all of a security deposit is to be withheld, tenants must be notified in writing along with an itemized deduction no later than thirty (30) days after giving up possession

Inventory of the premises must be conducted with the tenant and recorded in writing

Written inventories must be signed and kept by both tenant and landlord and completed within five (5) days of occupancy

Establish rules about pets before the contracts are signed

**A sample move-in inspection checklist can be found at the end of this document. (see pg. 21)**



## **Tenant Responsibilities:**

**Keep your home clean;** including floors and walls

Yard should be maintained and rubbish free. City ordinance prohibits the accumulation and /or abandonment of filth, excrement (animal waste), lumber, rocks, dirt, paper, trash, metal, household furnishings, appliances, and any other item or article kept, maintained, or permitted by any person so as to cause injury, annoyance, or inconvenience to the public or neighborhood. Household furniture unsuitable for outside conditions is not permitted in outside areas.

Dispose of trash in garbage receptacles rather than streets or yards

Keep exits and stairways free of furniture, baby strollers, bicycles, etc.

Store flammable liquids safely away from the home

Allow owner access to make repairs at reasonable times

Comply with all agreed upon rules and those brought to your attention in writing

Avoid overcrowding your leased property

Use appliances, electrical fixtures (including smoke detectors) and plumbing fixtures as the manufacturer intended

Inventory of premises within five (5) days of occupancy. Keep a written copy that has been signed by both landlord and tenant

Failure to pay rent on time is grounds for eviction procedures to begin, regardless of the reason

**The City of Hays Housing Complaints Policy can be found within this document. (see pg. 20)**



## **Renter's Insurance:**

Available at a relatively low cost to anyone renting an apartment or house

Landlord's insurance will not cover possessions if the apartment is burglarized or burns down

Check several companies to determine which is cheapest and which provides the best coverage

Check whether the insurance company will pay replacement value for possessions stolen or destroyed by a fire

Make sure items stored in a locked storage locker (either provided by the landlord or elsewhere) are covered in the policy

Make sure it is known what the deductible figure is

Rates vary depending on the amount of coverage, the area in which the dwelling is located, and the type of the structure

Contact the Kansas Insurance Commissioner's Office about companies doing business in Kansas and comparable rates: 1-800-432-2484 or visit the website at [www.ksinsurance.org](http://www.ksinsurance.org)



## **Where to Begin**

### **First, Look at the Area Around Your Home or Rental Unit**

Is the yard clean and well maintained?

Are there abandoned refrigerators, iceboxes, or deep freezers stored in the yard or alley?

Are weeds and grass cut so they are shorter than 12 inches?

Are sidewalks and driveways kept free of obstructions?

Are sheds, garages, fences and walls maintained?

Be sure vehicles are parked on a driveway surface, are operable, and currently tagged (except those stored within enclosed structures.)

### **Refuse Receptacles**

Refuse needs to be placed out on the scheduled refuse day by 7:00 a.m.

Recyclable materials will be collected on the same day as the regular refuse and must be placed in a clear or blue bag. The collection area must be kept clean of loose trash and spillage. All refuse and recyclables must be bagged and tied!

### **Questions?**

**Call Public Works at 785.628.7350**



## A Look at Your Home's Exterior

### Is it well-maintained? Structurally sound? Weatherproof?

It is important to periodically check your home's foundation, chimneys and weather-stressed structures.

#### **A good place to begin your home inspection is outside.**

As you walk around the perimeter of the building, take notes of what you observe. Be sure to check the following items.

**Address:** Easily read from the street

**Walls:** Watertight and intact – no large cracks or gaps (inside or outside)

**Windows:** Operable, unbroken, watertight, and screened

**Doors:** Watertight, hinges and latches operable

**Paint:** Check for peeling or cracking paint

**Steps:** Safe condition, handrails when more than two (2) steps

**Decks:** Guard railings if deck is over 30 inches high and must be securely fastened to structure or supports

**Porches:** Supports and railings are structurally sound

**Foundation:** Structurally sound and free of defects such as cracking. Drainage should be directed away from the foundation

**Roof:** Check for sagging excessive layers of shingles, curled or missing shingles, and limbs hanging over roof

**Chimney:** Secure, check for cracks or movement; fire places should be checked once per year

**Gutters:** Functional and intact, water shall flow away from structure



## What's Going On Inside?

### Checking your Home's Interior

#### Walls and Ceilings

Clean

No holes

No loose or peeling paint/wallpaper

No cracked or missing plaster

Dwelling should appear to be structurally sound

No visible insulation or wiring

#### Electrical Equipment

Two (2) outlets per habitable space

Wiring properly installed and maintained, with all fixtures and outlets working properly

Equipment and appliances properly installed and safely maintained

**Is it clean, safe, and well-maintained?**

**Is it free of rodent and insect infestation?**

#### Floors, Doors and Windows

**Floors:** Structurally sound, clean and in good condition with no excessive sloping or soft areas

**Doors:** Easily opened from inside, not blocked.

**Windows:** Maintained per code at time of construction for egress purposes, one window per living space (except bathrooms), open freely, no damage or broken glass.

**Questions? Call P.I.E. 785.628.7310**

### Know How to Find the Following:

#### **In case of emergency**

Main water shut-off valve

Main electrical disconnect

Circuit breaker or fuse panel

Main gas valve/heating system disconnect



## **Is Your Kitchen Up to Code?**

### **Conduct a safety check of your kitchen**

- A kitchen sink in every dwelling unit
- The kitchen sink is equipped with hot and cold running water
- Faucets, drains and pipes are free of drips and leaks
- Waste water drain pipe and water supply lines are free of cross connections
- No direct connection or mixing between private well water and City of Hays water supply
- Kitchen has at least two electrical outlets
- Floor surface is clean and sanitary
- Floor is in good repair

### **Avoid:**

- Leaving dirty dishes in the sink and around the home
- Un-repaired cracked or torn floor covering
- Allowing stoves and refrigerators to accumulate food bits/grime
- Leaving garbage in open containers
- Accumulation of grease and dirt on walls and ceilings

**Avoid These Common Oversights or You'll Likely Attract Roaches, Mice and other Unsavory Roommates!**



## Overcrowding

### Maximum Occupancy:

Code Requirements for Number of Occupants per Square Footage of Living Space

Room	1-2 Occup.	3-5 Occup.	6 or more
Living Rm.	No Req.	120 sq. ft.	150 sq. ft.
Dining Rm.	No Req.	80 sq. ft.	100 sq. ft.
Kitchen	50 sq. ft.	50 sq. ft.	60 sq. ft.
Bedrooms	see below*		

**Questions? Call P.I.E. Offices 785.628.7310**

### Occupancy Requirements For Bedrooms

\*A bedroom must have at least 70 square feet of space

If two or more persons are sleeping in the room, there must be 50 square feet available for each person

Ceiling height must generally be at seven feet minimum

Attic ceilings or top “half-stories” must be at least 7 feet high over one third of the required area

Each dwelling unit must have separate access to a hall, landing, stair or street. For example, a person should not have to go through one dwelling unit to reach another dwelling unit

No habitable room except a kitchen shall be less than seven feet in any dimension



**All Bathrooms Must Have:**

- Sanitary floors and walls
- Proper size window or mechanical ventilation
- No passageway through bathroom
- At least one electrical outlet
- Assured privacy

**These Bathroom Plumbing Fixtures Must Be in Good Working Condition:**

- A bathtub or shower with reliable hot and cold running water
- A lavatory/sink with reliable hot and cold running water
- A toilet (should not run constantly and be tightly secured to the floor)
- A light
- No cross-connection of waste pipe and water supply lines
- No dripping faucets or leaks in drains or pipes

**If you have questions or concerns about the condition of the plumbing/electricity in your rented home or apartment, call the landlord first and arrange for repairs. The City of Hays P.I.E. Office (628-7310) is available to answer questions regarding the locally adopted Property Maintenance Code.**



## Smoke Detectors:

Never underestimate the importance of a properly working smoke detector in your home; check the batteries regularly! A good rule of thumb is to replace the batteries at the start and end of daylight savings time.



A basic smoke detector shall be located in **every** sleeping room and in the hall/room area in the immediate vicinity of bedrooms

Place detectors on the ceiling or on the wall mounted between four (4) and twelve (12) inches from the ceiling

Avoid placing detectors near bathrooms and kitchens where steam or cooking heat might accidentally trigger the detector

A smoke detector shall be placed on every floor level (including basements) throughout the house

**Questions? Call P.I.E. 785.628.7310**



## **Remember to Check the Basement If the Basement is Occupied**

Must have emergency egress and windows maintained per code at time of construction for egress purposes (approved size for bedrooms)

Recommended exterior door or emergency egress or window in **each** bedroom that is at least 5.7 square feet (openable) in area with no more than 44 inches from finished floor to sill

Are the walls waterproof? Check for mold/stains  
Faucet on sinks & tub higher than the basin rim?

## **Check the Stairway for Safety**

Is it well lit?

Shared stairways and halls shall remain lighted at all times

Are the handrails/guardrails secure and in good condition?

Are the steps sturdy and solid?

**Water Heater:** Properly vented, temperature and pressure relief, room should be vented also

**Heating system:** Capable of maintaining habitable rooms at 68° F minimum, ducts and vents in good condition, proper combustion air– not to be taken directly from sleeping rooms or bathrooms

**Keep flammables away from the heating system and away from the water heater!**

**Electrical System:** Properly grounded, extension cords should not to be used as permanent wiring. Electrical panels need to be covered and labeled. Fuses and breakers must be properly sized to handle the electrical demands of the household.



## **Before Remodeling or Making Repairs:**

### **Make sure that the property owner or property manager has approved your remodel/repair plans**

Be sure that your plans meet the requirements for housing, building and zoning. Obtain any required permits

Secure advice and estimates from reliable licensed tradespersons. The Inspection Office can provide lists of licensed contractors upon request. The Better Business Bureau (BBB) is a reliable resource in checking the reliability and references of potential contractors. The BBB serving the Hays area can be reached by writing to them at 328 Laura, Wichita, KS 67221-1707. You may also contact them by calling 316/263.3146 or via email at [info@wichita.bbb.org](mailto:info@wichita.bbb.org). Visit their website at <http://www.wichita.bbb.org>

Beware of “cut rate” repairs; they may cost you more than you save over the long-term

Secure legal advice before contracts are let or before arranging loans for the repairs

Make financial arrangements that fit your particular financial situation

It is a good idea to gather more than one damage and repair estimate as well as multiple estimates of costs to remodel and project completion time frame

**Questions? Call P.I.E. 785.628.7310**



## Helpful Names and Numbers:

**Call Public Works (628-7310) for:**  
Building Permits/Demolition Permits  
Code Enforcement  
Rental/Property Maintenance Questions

**Call City Clerk (628-7300) for:**  
Water/Sewer/Trash Service  
Pet Licensing

**Call the Zoning Office (628-7310) for:**  
Occupancy (per Dwelling Unit) Issues, Parking and  
Driveway Requirements, Fence Requirements

**Call the Ellis County Health Department  
(628-9440) for:**  
Lead-Based Paint Information

**Call Housing and Credit Counseling, Inc.  
(785-234-0217) or [www.hcci-ks.org](http://www.hcci-ks.org) for:**  
Landlord and Tenant Laws and Regulations  
Kansas Tenants and Landlords Handbook

**Call Local Private Contractors for:**  
Bulk Item Pick Up/Dumpsters  
Brush Removal  
Tire Removal

**Call Emergency Services (911) for:**  
Police  
Fire  
Poison Control

Check out the City's website  
[www.haysusa.com](http://www.haysusa.com)  
for more information!



**Call the Code Office (628-7310)**  
**for:**

Contractor and Trade licenses

Building, electrical, plumbing, mechanical, moving, curb cut, and demolition permits

Construction plans needing review

Construction inspections

Housing inspections on existing structures

Nuisance inspections (tall grass, inoperable vehicles, trash, etc.)

**Questions? Call P.I.E. 785.628.7310**



## **Call Zoning (628-7310) for:**

Parking requirements

Overcrowded rentals (too many unrelated people in one dwelling)

Sign and fence setback requirements

Building setback requirements (distance that must be maintained between the building and adjoining property lines)

Flood plain information

Zoning and rezoning (what sort of structure may be built in a given area or how existing structures may be used)

Annexation and Platting



## HOUSING CODE COMPLAINTS POLICY

The Planning, Inspection, and Enforcement (P.I.E.) Division is responsible for enforcement of the International Property Maintenance Code. Enforcement is administered on a complaint basis, as established by this policy. All complaints will be logged and evaluated on initial contact as to whether or not they are life threatening.

### LIFE THREATENING SITUATIONS

The P.I.E. Division will respond in a timely manner where there is a report of an immediate or potentially immediate life threatening situation. The response may be an immediate investigation or a referral of the call to the appropriate entity or department.

### NON-LIFE THREATENING SITUATIONS

Complaints that are evaluated as being non-life threatening will be responded to, based on the following guidelines and procedures:

#### 1. COMPLAINTS:

- a. Complaints must be in writing and signed in letter form.

#### 2. EVALUATION OF THE COMPLAINT:

- a. Does the complaint concern a violation of the Housing or Building codes? Does the situation pose a threat to life, limb, health, property and public welfare? (Example: No heat or no sanitary facilities)
- b. Is the situation primarily a landlord/tenant dispute? The department will not get involved in landlord/tenant disputes regarding maintenance and/or upkeep, unless they are determined to be life safety issues. Unsanitary conditions are referred to the Ellis County Health Department. Our department will not become involved in resolving civil disputes.
- c. The P.I.E. Division will **not** respond to situations evaluated as “non-life threatening” **unless** the property owner has had written prior notice of the complaint and is given a reasonable chance to repair the problem. The P.I.E. Office is to receive a courtesy copy of the certified letter from the tenant to the landlord at the time it is mailed. P.I.E. requires a copy of this notice prior to proceeding with the complaint in the event no action is taken by the landlord.

#### 3. RESPONSE TO THE COMPLAINT:

- a. Special inspection occurs after the complaint has been evaluated and acknowledged by the Department.
  1. Tenant(s) and/or Landlord must be present at the time of the inspection.
  2. If violations are observed, a notice is sent to the owner of the property, with copies to all parties, which enumerates the violations, required repairs and the completion date of listed violations.
  3. If the corrections have not been made by the date specified, the matter is turned over to the City’s Attorney, for possible legal action.



Tenant –Landlord Inspection Sheet			Date:
Lease Start Date		Lease End Date	
Name of Landlord or Property Manager		Phone Number	
Address for mail			
Unit address			
MOVE IN INSPECTION		MOVE OUT INSPECTION	
Move-In Date		Move Out Date	
Inspected by		Inspected by	
Inspection Date		Inspection Date	
Summary Rating 1 lowest 4 highest	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 4	Summary Rating	<input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 4
<b>Bath 1</b>			
Tile			
Tub/Shower			
Other			
<b>Bath 2</b>			
<b>Bed 1</b>			
Walls			
Ceiling			
Windows/Blinds etc			
Carpet/Floors			
Furniture			



<b>Bed 2</b>			
Walls			
Ceiling			
Windows/Blinds etc			
Carpet/Floors			
Furniture			
<b>Kitchen</b>			
Walls			
Ceiling			
Windows/Blinds etc			
Carpet/Floors/Tile			
Counter			
Refrigerator			
Stove			
Sink			
Other			
<b>Family</b>			
Walls			
Ceiling			
Windows/Blinds etc			
Carpet/Floors			
Furniture			
<b>Exterior</b>			
Porch/Deck			
Yard – Garbage in			



Yard/Lawn etc			
Exterior of Building – Paint/Roof etc			
Garbage Cans/Disposal area			
<b>Basement/Garage</b>			

**How to use this form:**

BEFORE you sign the lease, take the checklist *and* a camera (video or still/disposable) with you and inspect the apartment with whoever is authorized to perform the walk through with you. This may be:

- The Property Manager
- The Owner/Landlord
- The Real Estate Agent
- The Leasing Office

If the owner’s neighbor, friend, daughter, daughter-in-law or son-in-law conducts the inspection, make a note of it. Why? Sometimes they are doing someone a favor, such as an absentee landlord, and are not aware of what to look for and may not be the same person who conducts the move-out inspection.

If the apartment/home changes owners during the course of your stay, you should contact the new owners and do a walk through or simply send them a copy of your original move-in inspection – certified mail. This will help avoid conflicts when you move out. Don’t be surprised if they request to do a new inspection. They should have done this prior to buying the property- but many investors buy blind.

**INSPECT YOUR HOME**

This is a general list of things that you can look for in your rental home or apartment

Inspect *each room*. Take your time. This is where you are going to live for maybe 1 month or 10 years.

**Make notes on the condition of each room – look for:**

- Scratches in hardwood floors and/or burn marks/tears in carpets
- Missing tiles in bathroom
- Ripped screens in windows – missing glass
- Holes/scratches in walls (pinholes, patched over areas etc)
- Faded paint (just note it) – rubbed off paint etc.
- Burn marks on counters/scratches (rub your hand along the counter (if its clean)
- Loose fixtures (ceiling, wall etc)
- Make sure all outlets have covers and receptacles.
- Heat and if provided - Air conditioning - Turn the units on.
- Kitchen Stove – turn it on. Inspect for cleanliness
- Refrigerator - ice box and main area – is it cold? Clean?
- Kitchen Cabinets – scratches, cleanliness, grime
- Kitchen Exhaust over stove – turn it on. Are filters clean?
- Bathtubs/showers – turn them on. Hot and cold water. Water Pressure. Cracks. Grime.
- Toilet paper holder
- Flush the toilets – do they work?



## **Frequently Asked Questions**

### **What is a lease and why is it important?**

A lease is a contract between the landlord and the tenant. The lease sets forth the rights and responsibilities of both the landlord and the tenant. The lease allows the tenant to occupy and use, for a specific period of time, land and permanently affixed structures on that land. In return, the tenant generally pays a specified rent. The lease may set forth other duties and responsibilities of the landlord and tenant. Once the parties sign the lease both are bound by its terms. Landlords should select their leases with care. Before selecting a lease, a landlord may wish to consult with an attorney who regularly handles landlord and tenant matters.

### **When should the tenant expect to get a copy of the lease?**

It is a good idea to get a copy of the lease before signing so that you will have a chance to review it. A tenant should be given a copy of the lease and any rules or regulations referred to in the lease after both the landlord and tenant have signed. If the landlord does not voluntarily give the tenant a copy of the lease and rules and regulations, the tenant should request a copy in writing. Since the lease spells out the tenant's and landlord's responsibilities, it is important for both parties to have a copy of the lease to answer any questions. Keep your lease in a safe place.

### **What is renters insurance?**

For those who rent, renters insurance covers damage to or loss of your personal property. Whether you rent from a house owner, a property manager, or a university (as a student living in a dorm), consider purchasing renters insurance. (see pg. 7)

### **Why do I need renters insurance?**

Landlords insure the physical apartment building against damage from occurrences such as fire, hail, and vandalism. But their insurance policy does not cover your belongings, so don't expect the landlord to owe you payment should anything happen. Another reason to get renters insurance is to protect yourself against any accidents caused by other tenants.

Renters insurance can also protect against liability lawsuits or



medical bills of guests injured in your apartment. Some landlords require you to purchase renters insurance. If so, this would be stipulated in your lease or lease riders. (see pg. 7)

### **I have a roommate. Do we each get our own policy?**

It depends on the policy. Some insurance companies offer one policy that covers multiple people. Others require each person to get a separate policy. (see pg. 7)

### **I spoke to my landlord over a month ago about repairing a leak in the kitchen, but it still has not been done. What can a tenant do to force a landlord to make repairs?**

First, you must notify the landlord of the condition needing repair. It is best to give a written, dated notice informing the landlord of the problem and keep a copy for yourself. Written notice provides tangible evidence that the landlord was aware of the need for the repair. If the landlord does not respond, contact the PIE Office in accordance with the City of Hays Housing Complaints Policy. (see pg. 20)

### **My lease agreement says that the tenant is responsible for all repairs. Does the landlord not have a responsibility for repairs?**

The landlord has a responsibility to keep the rental property in repair. You may also wish to contact the local county code inspector if you are in a city, town or county with a housing, building, or health and safety code. A landlord must comply with applicable local housing codes. (see pg. 5)

### **Is pest control part of the maintenance responsibilities of the landlord?**

Yes. Local housing and/or health codes require this. If the pest problem in the apartment is severe, the landlord may be required to address the problem **prior to occupancy** because the property's condition violates local health and safety ordinances. However, it is the occupant's responsibility to maintain the pest/rodent control while occupying the dwelling unit. (see pg. 5)



**The pipes in my apartment froze and when they melted they leaked. Who is responsible for the damage to the pipes and damage to my property?**

If your water pipes freeze, then burst, your landlord most likely will not be responsible for the damage to your personal property. You need to read your lease carefully. Most leases state that the tenant must take steps to keep pipes from freezing in winter, such as keeping the apartment heated or the water running. Even if your lease says that your landlord is not legally responsible for the loss of personal property, a court can hold the landlord responsible if it is shown that it is the landlord's fault that the pipes burst. The landlord must repair the water damage to the apartment.

**When I moved into the apartment, two windows did not have screens and two other screens were ripped. After I vacated the apartment, I received a letter from the management company saying they were going to deduct the cost of the screens from the security deposit. Can they deduct this cost from the security deposit?**

Generally, the tenant is not responsible for defects that existed before the tenant occupied the premises. The purpose of a move-in inspection is to determine any defects before the tenant moves in. If you signed the move-in inspection list and failed to identify the missing and torn screens, you can be charged for the replacement and repair of those screens. The move-in list is conclusive as to the condition of the apartment at the time you moved in. If you noted the condition of the screens on the list at the time of the inspection, the cost of the repair should not be deducted from your security deposit. (see pg. 21)

**Is my landlord required to provide me with a smoke detector?**

The local adopted building codes require smoke alarms to be installed and maintained in all residential dwelling units. Every room used for sleeping purposes is required to have a smoke alarm as well as the wall or ceiling outside of each separate sleeping area in the vicinity of bedrooms. (see pg. 14)



**Must I inform prospective tenants that my rental property contains lead-based paint?**

Yes, federal law requires that most property owners who rent residential property built before 1978 disclose all known lead-based paint and lead-based paint hazards in the home and make available reports on lead present in the home. The lease should reflect that such notice was given and contain a warning of the danger posed by lead paint and lead paint hazards. The landlord should keep copies of such leases for three years to prove compliance with federal law. Landlords must provide each new tenant and each renewing tenant a copy of the EPA pamphlet "Protect Your Family From Lead in Your Home." Landlords seeking more information or copies of the pamphlet can call the National Lead Information Clearinghouse at 800-424-LEAD or [www.epa.gov/docs/lead\\_pm](http://www.epa.gov/docs/lead_pm).

**My tenants have not paid rent in several months. Can I turn off their utilities?**

No. A landlord who wants to force tenants to move must go through court and follow the dispossessory process. A landlord who suspends a tenant's utility service prior to the final judgment in a dispossessory action has broken the law and may be subject to a fine up to \$500.



## Glossary of Terms

**Abandoned** – to have ceased to be maintained, discarded, left, deserted, or control given up.

**Cross-connection** - an intersection of two or more separate things, typically parts of different networks, circuits, or systems. In the case of water systems, a cross-connection would be a connection between private well water and city treated and distributed water.

**Dwelling unit** – a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

**Egress** - a means or place of going out; an exit.

**Habitable** - suitable and fit for a person to live in : free of defects that endanger the health and safety of occupants

**Inoperable (vehicle)** – a condition of being junked, wrecked, wholly or partially dismantled, discarded, abandoned, or unable to perform the functions or purposes for which a vehicle was originally constructed.

**Landlord** – the owner, lessor, or sublessor of the dwelling unit, or the building of which it is a part.

**Lease** - a contract or instrument conveying property to another for a specified period or for a period determinable at the will of either lessor or lessee in consideration of rent or other compensation.

**Life-threatening** – posing an immediate hazard to life or limb.

**Occupants** - One who has certain legal rights to or control over the premises occupied; a tenant or owner.

**Refuse** - something that is discarded as worthless or useless; rubbish; trash; garbage.

**Rubbish** - worthless, unwanted material that is rejected or thrown out; debris; litter; trash.

**Tenant** – a person or persons entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

I acknowledge having provided/received and reviewed the pamphlet entitled *Check Your Home – A Guide for Renters, Landlords, and Homeowners* and do understand and agree to the contents contained within.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

