

## BEFORE YOU MOVE IN

1. Make sure to have a written lease signed by all parties
  - Without a written lease, you have fewer legal protections
2. Document the conditions of the living space
  - Use photographs, videos, written checklists, etc.
  - Perform a walk-through with the landlord, if possible
  - Do this *before* you move your belongings into the space
3. Identify the landlord's contact information
  - The landlord must tell you in writing the name and address of the manager, the owner, or other person who must accept **WRITTEN NOTICES** from you
4. If the landlord does not allow you to move in on the agreed date:
  - You have a right to terminate the lease and recover your deposits
  - Must make a demand **IN WRITING** and include a mailing address

## DURING YOUR LEASE

1. Landlord must give you 24 hours advance notice in order to enter the premises
  - This is not required if there is an emergency (fire, flood, etc.)
2. Tenant must allow landlord reasonable access to the residence for maintenance, repairs, etc.
  - However, the landlord cannot use this right to harass the tenant
  - The landlord must enter at reasonable hours, and cannot enter repeatedly
3. Identify the start and end dates of your lease
  - During this time, you and the landlord can only terminate the lease if the other party commits a BREACH (fail to pay rent, not following rules in the lease, etc.)

## AT THE END OF THE LEASE

1. Remove all belongings
2. Clean the residence
3. If you stay past the expiration of the lease and the landlord does not draft a new lease, you become a month-to-month tenant
  - Either party may terminate by giving a 30-day **WRITTEN** notice

**WRITTEN NOTICE IS ESSENTIAL TO EXERCISING YOUR RIGHTS**

## LOCKOUTS & WRONGFUL REMOVAL

- Lockouts are illegal; a landlord cannot remove a tenant from the property without going to court.
- In the event of a lockout, or any other wrongful removal/exclusion from the property:
  - You have the right to terminate the lease by giving notice to the landlord
    - If the lease is terminated, landlord must return all deposits and prepaid rent
  - You may recover possession by taking the matter to court
  - In either case, the tenant may recover damages, up to twice the monthly rent
- If you are locked out, or excluded from your property, contact an attorney immediately

## REPAIRS

- You should report any defective condition of the property to the landlord as soon as possible
- If something needs to be repaired:
  - Notify the landlord **IN WRITING** of the needed repairs.
  - If the landlord does not fix the problem within 14 days, you can terminate the lease without penalty
- If a landlord fails to supply heat, running water, hot water, electric, gas or other essential service:
  - You must give **WRITTEN NOTICE** to the landlord stating what's wrong
  - You may then terminate the lease without penalty
  - If you pay for replacement services while waiting for repairs, you can deduct what you paid from your rent
  - Similarly, if you have to go and stay somewhere else, you will be excused from paying rent until the landlord makes the necessary repairs

## LATE RENT

- If you do not pay rent when it comes due:
  - Landlord must give you **WRITTEN NOTICE** demanding the unpaid rent
  - You then have five (5) days to pay what is owed
    - If you fail to pay in that time, the landlord can terminate the lease
  - The five day notice is **NOT** an eviction

## EVICTION

- ★ **GO TO COURT** If you do not appear at your court date **FOR ANY REASON**, the court will give the landlord a default judgment, and you will be evicted
- ★ **SEEK LEGAL ADVICE** Contact Housing Solutions, the Landlord Tenant Resource Center, and Legal Aid Services of Oklahoma