

Landlord and Tenant Court Game

TENANT (Case #1)

I did sign a one-year lease for a studio apartment, but after 3 months I found a great job in a town 2 hours away. I couldn't commute 4 hours a day! So I told the landlord I needed to move out early and gave him a month's notice.

LANDLORD (Case #1)

The tenant signed a one-year lease for a studio apartment. After 3 months, she told me she was moving out because she found a new job. It took me 4 months to rent the studio, because they are tough to rent. My records show that I advertised in the newspaper. I also had 2 other studio units vacant during that time. Now she refuses to pay me for the extra 4 months of rent.

TENANT (Case #2)

I noticed a leak in my roof. It didn't seem that bad at first, so I just left a voice mail message for the landlord. He didn't call me back, and it seemed to get worse. The roof looked like it was sagging a bit. I wrote him a letter describing the problem. Again, I never heard back from him. Three days later, part of the roof collapsed, damaging my TV & stereo. I feel he needs to reimburse me for the damage to my property.

LANDLORD (Case #2)

I was out of town for the weekend when the tenant first called. I later got this letter describing the problem. It sounded pretty minor, and I know by law that I have ten days to respond to minor repair problems. I had other repairs I had to make. The roof collapsed 3 days later after a severe rainstorm. Otherwise it would have been fine. Why should I be liable for an act of nature?

TENANT (Case #3)

The heater in my apartment wasn't working. It was the middle of winter and I was freezing! I called my landlord and asked her to fix it right away. She never called me back, so I sent her a letter requesting immediate repairs. After 2 days with no response, I decided to fix it myself. I deducted my labor and materials from the rent for the following month. 2 months later the heater caught on fire causing \$2,000.00 in damage.

LANDLORD (Case #3)

I could have responded quicker, but I had other, more serious repairs at the time than a tenant being a little cold for a few days. Regardless of what he says, it wasn't that cold then! Anyway, the repairs required a certified electrician. He had no business trying to repair it himself. As a result, we ended up with a fire that caused \$2,000.00 in damages. The fire department said it was caused by bad wiring in the new unit he installed. Why should I have to pay for his bad judgment?

TENANT (Case #4)

The landlord evicted me for not complying with the terms of the rental agreement. I did have one friend crash on my couch for a few months. Okay, he did have a German Sheppard. But we only threw a few small parties. It was no big deal and the apartment was basically okay. As long as I pay rent, it's my place, right? But now he's trying to keep my security deposit plus charge me \$750.00 in damages.

LANDLORD (Case #4)

A few parties – yeah, right! I got calls from neighbors complaining constantly about the noise and the all-night parties. Plus, the dog kept peeing on the carpet and he scratched the front door. We had a “no pet” clause in our agreement. I had to fumigate the place and replace the carpet and the front door. She's getting off easy with losing her deposit and paying \$750.00.

TENANT (Case #5)

I moved out over six months ago and have yet to get back my security deposit. I have called several times and have not gotten any return calls or explanation of where my security deposit is. I needed that money to help me move into a new place and have been sleeping on my best friends couch until I can get a new place!

LANDLORD (Case #5)

I have tried to call her for several weeks after she moved. I did not have an accurate working number or a new address to mail the remainder of the security deposit to. Also she will not be getting the entire amount back due to cleaning costs.