

Index

ABANDONMENT OF PREMISES

- Generally, **12:10**
- Co-signers, liability for damage or destruction, **5:7**
- Damage or destruction, liability for, **5:7**
- Disposal of abandoned property by landlord, **12:10**
- Liquidated damages, **6:12**
- Mitigation of damages, **2:13, 16:12**
- Notice of abandonment, tenant's response to, **19:8**
- Purchase option, effect on, **15:18**
- Recovery of rent for full term of agreement, **2:13**
- Renewal term, liability for, **15:11**
- Re-rent fee, **6:12**
- Separated spouses, liability for damage or destruction, **5:7**

ACCESS TO PREMISES

- Generally, **3:12**
- Abuse of right
 - Protest by tenant, **16:6, 19:1**
 - Remedies, **5:15, 16:6**
 - Repeated demands as, **12:4, 16:6**
 - Termination of agreement, grounds for, **12:4, 16:6**
 - Delivery of parcels, **5:11**
 - Emergency conditions, **2:16, 5:15**
 - Exhibiting premises to contractors, prospective tenants, etc., **3:12, 5:11**
 - Harassment, repeated demands as, **12:4, 16:6**
 - Injunctive relief
 - Abuse of right, **5:15, 16:6**
 - Compelling access, **16:3, 16:7**
 - Inspection of premises, **3:12, 5:11**
 - Lease/rental agreement clauses, **2:16, 18:2**
 - Notice to tenant, **3:12, 5:11**
 - Passkeys, restrictions on use, **2:16**
 - Prospective buyers, showing premises to, **3:12, 5:11**
 - Reasonable times, **2:16, 3:12**
 - Refusal to allow access, **5:11, 16:7**
 - Injunction to compel access, **16:3, 16:7**
 - Protest by landlord, **20:1**
 - Repair of premises, **5:11**

ACCESS TO PREMISES—Cont'd

- Repeated demands, **12:4, 16:6**
- Time of access, **2:16, 3:12**
- Withholding consent. See Refusal to allow access, this heading
- Wrongful entry. See Abuse of right, this heading

ACCIDENTS

- Destruction of property. See DESTRUCTION OF PROPERTY
- Liability for injuries. See LIABILITY FOR INJURIES

ACCOMMODATIONS

- Tenant's request, **19:9**

ACCORD AND SATISFACTION

- HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
- Partial rent payments, acceptance, **6:2, 6:5**

ACKNOWLEDGMENTS

- Lease/rental agreements, term of three years or more, **2:3**

ACTIONS

- See also REMEDIES
- Attachment, **13:38 to 13:47**
- Attorney fees. See ATTORNEY FEES
- Breach of agreement. See BREACH OF AGREEMENT, generally
- Breach of duty. See BREACH OF DUTY, generally
- Breach of warranty. See BREACH OF WARRANTY, generally
- Complaints. See COMPLAINTS
- Counterclaims. See COUNTERCLAIMS
- Damages. See DAMAGES
- Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
- Garnishment, **13:38 to 13:47**
- Injunctive relief. See INJUNCTIVE RELIEF
- Rent delinquency. See RENT, at Delinquency, generally
- Rent deposit/withholding. See RENT DEPOSIT/WITHHOLDING

ACTIONS—Cont'd

Specific performance. See SPECIFIC PERFORMANCE

ADVERTISING

Discriminatory rental practices, prohibition and remedies, **4:2, 4:3**

Suggested advertiser checklist, **App C**
Tax deductions, **9:13**

AGENTS

Authority to lease, **2:23, 18:9**

Renewal of agreement, **15:3**

Collection of rent, **6:6**

Duties, **3:1**

Name and address, providing to tenant, **2:4, 3:3, 18:1, 18:2**

Failure to provide, **6:17**

Manufactured home park operators, **10:3**

Negligent repairs by, liability of landlord, **8:8**

Recovery of rent, action in own name, **6:3**

Renewal of agreement, agent's authority, **15:3**

Security deposits, tenant providing forwarding or new address to agent, **6:12**

Services in lieu of rent payments, **5:12, 6:1, 6:9**

AGREEMENTS

See LEASE/RENTAL AGREEMENTS

Assignment. See ASSIGNMENT

Breach. See BREACH OF AGREEMENT

Oral. See ORAL AGREEMENTS

Renewal. See RENEWAL OF AGREEMENT

Subleases. See SUBLICENSES

Termination. See TERMINATION OF AGREEMENT

AIDS

Discriminatory rental practices, **4:5**

AIR CONDITIONING SYSTEMS

See APPLIANCES AND FIXTURES, generally

AIR POLLUTION

Nuisance, as, **3:18**

ANIMALS

See PETS

ANSWERS

Forcible entry and detainer, **22:2**

Forms, generally, **22:1 to 22:7**

ANSWERS—Cont'd

Rent deposit, application for release, **21:4**

APARTMENTS

See PREMISES, generally

APPEALS

Discriminatory rental practices, civil rights commission decisions, **4:2**

Forcible entry and detainer, **13:19, 13:37**

APPEARANCE

Forcible entry and detainer actions, **13:15**

APPLIANCES AND FIXTURES

Damage or destruction

Liability for repair, **7:5**

Tenant's duty to prevent, **5:7**

Damage or destruction. See also DESTRUCTION OF PROPERTY, generally

Definition, **7:8**

Landlord's duty to maintain and repair, **2:18, 3:9**

Maintenance and repair

Landlord's duties, **2:18, 3:9**

Lease/rental agreement provisions, **5:8, 18:1, 18:2**

Liability for repair costs, **5:8**

Tenant's duty, **5:8, 5:13**

Maintenance and repair. See also MAINTENANCE OF PREMISES; REPAIR OF PREMISES

Manufactured home parks, installation fees, **10:3**

Ownership clause, **7:8**

Removal by tenant, **7:8**

Tenant's duties

Cleaning, **5:4**

Damage or destruction, prevention, **5:7**

Maintenance, **5:8, 5:13**

Proper use, **5:5**

Reporting unsafe conditions, **5:2**

Unsafe

Liability for injuries, **8:5, 8:6**

Reporting, **5:2**

APPLICATION FOR TENANCY

Generally, **1:1**

Discriminatory rental practices, prohibition and remedies, **4:2, 4:3**

Fee for application

Forfeiture for dishonest answers, **2:5**

Security deposit, **6:12**

INDEX

APPORTIONMENT OF RENT

Generally, **6:16**

APPROPRIATION OF PROPERTY

Generally, **7:10**

ASSIGNMENT

Assignee, by, **11:10**

Landlord, by

Collection of rent by assignee, **6:3**

Death of landlord, **11:4**

Recovery of rent by assignee, **6:3**

Landlord, by. See also SALE OF PREMISES

Tenant, by, **11:1 to 11:10, 18:12 to 18:16**

See also SUBLEASES.

Bankruptcy trustee, to. See BANKRUPTCY, at Trustees, actions by

Consent of landlord, **11:3, 11:5, 11:6, 16:12, 18:12 to 18:16**

Death of tenant, **11:4**

Definition, **11:2**

Discharge of assignor, **11:8, 18:16**

Fee charged by landlord, **11:5**

Forcible entry and detainer of assignee, **11:3**

Landlord's acts constituting surrender, **12:10**

Lease/rental agreement clause, **11:3, 11:5, 18:2, 18:12 to 18:16**

Liability of assignee, **11:9, 18:16**

Novation, **11:8, 18:16**

Oral agreement, **11:3**

Partial assignment, **11:2**

Purchase option, exercise by assignee, **15:19**

Reassignment, **11:10**

Release of assignor's obligations, **11:8, 18:16**

Renewal rights of assignee, **15:5**

Rent payments, liability, **11:2, 11:3, 11:7, 16:12, 18:12, 18:16**

Back due rent, **11:9**

Restrictions, **11:5**

Waiver, **11:6**

Signature, **11:3**

Specific performance to enforce, **16:12**

Sublease as breach of assignment prohibition, **11:5, 11:12**

Sublease distinguished from assignment, **11:2**

Surety, assignor as, **11:7**

Surrender of premises, **12:10**

Waiver of objection, **11:6**

Written agreement required, **11:3**

ASSIGNMENT PRO TANTO

Generally, **11:2**

ASSUMPTION OF RISK

Generally, **3:7, 5:2, 8:13**

ATTACHMENT

Forcible entry and detainer, **13:38 to 13:47**

ATTESTATION

Lease/rental agreements, **2:3, 2:4**

ATTORNEY FEES

Access to premises

Refusal to allow access, **16:7**

Wrongful entry, **16:6**

Breach of duty by tenant, **16:3**

Constructive eviction, **16:5**

Discriminatory rental practices, **4:2, 4:7**

Forcible entry and detainer

Counterclaim by tenant, **13:14**

Wrongful eviction, **13:25**

Lease/rental agreement provision, **16:1**

Manufactured home parks

Park operators, statutory violations by, **10:3, 10:4**

Residents, statutory violations by, **10:5**

Rent wrongfully withheld by tenant, **6:17, 16:14**

Retaliatory actions by landlord, recovery by tenant, **13:14, 16:8**

Security deposit wrongfully withheld by landlord, **6:12, 16:13**

Seizure of tenant's possessions, **13:25, 16:5**

Self-help eviction, **13:25**

Waste on premises, **7:7**

ATTORNEYS

Appointment; discriminatory rental practices, civil actions, **4:2, 4:7**

Fees. See ATTORNEY FEES

Right to, forcible entry and detainer, **13:11**

BACK DUE RENT

See RENT, at Delinquency

BANK ACCOUNTS

Deposit of rent payment in landlord's account, **6:8**

BANKRUPTCY

Generally, **14:1 to 14:11**

Forcible entry and detainer proceedings

Automatic stay, **14:2**

Relief from, **14:3**

Defense to, **13:13**

BANKRUPTCY—Cont'd

Landlords, **14:11**
 Lease/rental agreements
 Clause providing for automatic
 termination, **14:1**
 Effect on
 Landlord's bankruptcy, **14:11**
 Tenant's bankruptcy, **14:1**
 Trustee's actions. See Trustees,
 actions by, this heading
Tenants, 14:1 to 14:10
 Forcible entry and detainer. See Forcible
 entry and detainer proceedings, this heading
 Garnishment proceedings, automatic
 stay, **13:41**
 Limitation on landlord's claims, **14:4**
 Rental obligations during assumption
 or rejection period, **14:9**
 Trustees, actions by
 Assumption of unexpired lease agree-
 ment, **11:5**
 Effect, **14:7**
 Landlord's duties during, **14:8**
 Rights of trustee, **14:5**
 Tenant's rental obligations during,
 14:9
 Trustee's obligations during, **14:10**
 Rejection of unexpired lease agree-
 ment
 Effect, **14:6, 14:11**
 Landlord's duties during, **14:8**
 Rights of trustee, **14:5**
 Tenant's rental obligations during,
 14:9, 14:11
 Trustee's obligations during, **14:10**

BARBECUE GRILLS

Prohibited by lease/rental agreements,
2:21

BIBLIOGRAPHY

Generally, **App J**

BLOCKBUSTING

Prohibition, **4:3**

BONDS, SURETY

Forcible entry and detainer actions, for
 continuances, **13:15**

BREACH OF AGREEMENT

Damages recoverable
 Purchase option, breach, **15:19, 16:9**
 Renewal option, breach, **15:13, 16:9**
 Forcible entry and detainer
 Counterclaim by tenant, **13:14**
 Grounds for, **13:3**

BREACH OF AGREEMENT—Cont'd

Landlord, by
 Complaint, **22:3**
 Counterclaim to forcible entry and
 detainer, **13:14**
 Damages. See Damages recoverable,
 this heading
 Injunctive relief, application for, **22:5,**
 22:6
 Notice from tenant, **12:4, 19:2**
 Nuisance, maintaining on premises,
 3:18, 16:10
 Termination of agreement, grounds
 for, **12:4**
 Nuisance maintained on premises, **3:18,**
 16:10
 Purchase option, **15:14, 15:19, 16:9,**
 22:7
 Counterclaim to forcible entry and
 detainer, **13:14**
 Renewal option, **15:13, 16:9**
 Counterclaim to forcible entry and
 detainer, **13:14**
 Tenant, by
 Code violations, **12:7**
 Forcible entry and detainer, grounds
 for, **13:3**
 Termination of agreement, grounds
 for, **12:5**
 Termination of agreement, grounds for,
 12:3 to 12:5

BREACH OF DUTY

Landlord, by, **16:2**
 Complaint, **22:3**
 Counterclaim to forcible entry and
 detainer, **13:14**
 Defense to forcible entry and detainer,
 as, **13:13**
 Injunctive relief, application for, **22:5,**
 22:6
 Liability for injuries, **8:3 to 8:9**
 Notice from tenant, **5:9, 8:6, 19:2**
 Rent deposit/withholding, grounds
 for, **6:17, 16:2**
 Retaliatory action against tenant, **12:4**
 Termination of agreement, grounds
 for, **12:4**
 Tenant, by, **16:3**

BREACH OF WARRANTY

Habitability
 Constructive eviction claim, **13:22**
 Counterclaim to forcible entry and
 detainer, **13:14**
 Defense to forcible entry and detainer,
 13:13

INDEX

- BREACH OF WARRANTY—Cont'd**
Quiet enjoyment, 2:14, 3:19, 5:9, 16:10
- BUILDING AND HOUSING CODES**
Applicability to existing housing, 3:4
Landlord's duty to comply, 3:4
Tenant's duty to comply, 5:6
Violations
 Complaint by tenant
 Retaliatory action by landlord, 12:4
Correction
 Costs of correcting, liability, 5:6
 Forcible entry and detainer, grounds for, 13:3, 16:4
Landlord, by, 16:2
 Complaint. See Complaint by tenant, this subheading
 Notice, 12:7, 19:2
 Proof of nuisance required, 3:4
 Rent deposit/withholding, grounds for, 3:4, 6:17
 Termination of agreement, 12:4, 12:7
Tenants, by, 16:3
 Forcible entry and detainer, grounds for, 13:3, 16:4
 Notice to remedy, 12:7, 13:5
 Termination of agreement, 12:5, 12:7
- BURDEN OF PROOF**
See EVIDENCE, generally
- BURGLARY**
Constructive eviction claim, 13:21
Liability of landlord, 3:15, 8:6
- BUSINESS VISITORS**
Liability for injury to, 8:11
- CARPET**
Removal by tenant, lease/rental agreement prohibiting, 2:17
- CATS**
See PETS, generally
- CEASE AND DESIST ORDERS**
Discriminatory rental practices, 4:2
- CHANGE IN CONDITION OF LEASED PREMISES**
Generally, 7:1 to 7:11
Partial destruction, liability for rent payment, 7:11
Private third parties causing, 7:11
Rent payments, liability
 Condemnation of property, 7:10
 Lease/rental agreement clause, 7:11
- CHANGE IN CONDITION OF LEASED PREMISES—Cont'd**
Rent payments, liability—Cont'd
 Private third parties causing destruction, 7:11
 Third parties causing destruction, 7:9 to 7:11
 Third parties causing, 7:9 to 7:11
- CHECKS**
Rent payment by, 6:9
Bad check charge, lease/rental agreement clause, 18:2
- CHILDREN**
Damage to or destruction of premises, parental liability, 5:15, 16:11
Discrimination against tenants with children, 4:6
Lease/rental agreements
 Capacity of minor to contract, 2:22, 16:1
 Play areas, restricting, 5:9
 Prohibiting children, 4:6
Parental liability for damage or destruction by, 5:15, 16:11
Play areas, restrictions in lease/rental agreements, 5:9
Segregation of families with children to particular areas, 4:6
- CITY ORDINANCES**
See ORDINANCES
- CIVIL ACTIONS**
See REMEDIES
- CIVIL RIGHTS ACTS**
Generally, 4:3
- CIVIL RIGHTS COMMISSION**
Appeals from decisions of, 4:2
Charges, filing, 4:2
Complaints, issuance, 4:2
Hearings on discriminatory rental practices charges, 4:2
Investigation and determination of discriminatory practices, 4:2
Remedies, 4:2
- CLERKS OF COURTS**
Rent deposited with. See RENT DEPOSIT/WITHHOLDING, generally
- CODES**
Building. See BUILDING AND HOUSING CODES
Health. See HEALTH AND SAFETY CODES

COERCION

Counterclaim to forcible entry and detainer, **13:14**
 Execution of lease/rental agreements, **2:25, 16:1**

COLLECTIVE NEGOTIATIONS

Retaliatory actions by landlord, **12:4**

COMMENCEMENT OF ACTIONS

Forcible entry and detainer, **13:4, 13:29**

COMMERCIAL LEASES

Abandonment of premises, mitigation of damages, **2:13**
 Insurance, **9:6, 9:7**
 Termination of agreement, notice, **2:37**

COMMON AREAS

Landlord's duty to maintain, **3:8**
 Liability for injury, **3:8, 8:2**
 Sidewalk causing injury, **8:12**
 Stairway causing injury, **8:6**

COMMON LAW

Acts of nature damaging property, **7:2**
 Constructive eviction, **13:21**
 Habitability warranty, **3:16 to 3:19**
 History of landlord/tenant laws, **1:1**
 Landlord's duties, **3:13 to 3:20**
 Liability for injury, **8:2, 16:10**
 Quiet enjoyment warranty, **2:14, 3:19**
 Rental payment, **5:12**
 Repair of premises
 Landlord's duties, **3:20**
 Tenant's duties, **5:13**
 Surrendering possession of premises, **5:14**
 Tenant's duties, **5:12 to 5:15**
 Waste on premises, **5:15, 7:7**

COMPARATIVE NEGLIGENCE

Generally, **3:7, 8:13**

COMPLAINTS

Breach of agreement or duty by landlord, **22:3**
 Code violation, tenant's complaint
 Retaliatory action by landlord, **12:4**
 Counterclaims. See
 COUNTERCLAIMS
 Discriminatory rental practices, **4:2, 4:7**
 Forcible entry and detainer, **13:12, 13:30, 22:1**
 Forms, generally, **22:1 to 22:7**
 HUD, filing with, **4:7**
 Injunctive relief, application for, **22:5, 22:6**

COMPLAINTS—Cont'd

Security deposit wrongfully withheld, **22:4**

CONDEMNATION OF PROPERTY

Generally, **7:10**

CONFESSION OF JUDGMENT

Forcible entry and detainer, **13:15**
 Lease/rental agreement provision, **16:1**

CONSENT

Access to premises, tenant withholding consent, **5:11, 16:7**
 Injunction to compel access, **16:3, 16:7**
 Protest by landlord, **20:1**
 Assignment by tenant, consent of landlord, **11:3, 11:5, 11:6, 16:12, 18:12 to 18:16**
 Sublease, consent of landlord, **2:12, 11:13, 16:12, 18:17**

CONSTRUCTIVE EVICTION

Generally, **13:21 to 13:24**
 Attorney fees, recovery, **16:5**
 Burglary as grounds, **13:21**
 Common law, **13:21**
 Damages, recovery by tenant, **13:14, 16:5**
 Definition, **13:1, 13:21**
 Fraudulent forcible entry and detainer as grounds, **13:21**
 Grounds for, **13:21, 13:22 to 13:24**
 Heat inadequate, **13:23**
 Landlord's refusal to provide copy of lease as, **13:21**
 Lighting inadequate, **13:23**
 Lock-out as grounds, **13:23**
 Nuisance as grounds, **3:18**
 Repairs not made, as grounds, **13:24**
 Uninhabitability as grounds, **13:22**
 Damages, **13:14**

CONTINUANCES

Forcible entry and detainer proceedings, **13:15, 13:33**

CONTRACTORS

Exhibiting premises to, right of entry, **3:12**
 Liability for injury caused by, **3:7, 3:20, 8:9**

CONTRACTS

See LEASE/RENTAL AGREEMENTS

CONTRIBUTORY NEGLIGENCE

Generally, **8:13**

INDEX

CONTROLLED SUBSTANCES
See DRUGS, generally

CONVEYANCE OF PREMISES
See SALE OF PREMISES

COSTS
See FEES AND COSTS
Attorney fees. See ATTORNEY FEES
Rent. See RENT

COUNTERCLAIMS
Forcible entry and detainer, **13:14, 22:2**
Forms, generally, **22:1 to 22:7**
Rent deposit, application for release, **16:14, 21:4**

COUNTY COURTS
Forcible entry and detainer, jurisdiction, **13:10**
Rent deposit with. See RENT
DEPOSIT/WITHHOLDING, generally

COUNTY RECORDERS
See RECORDERS, COUNTY

COURT COSTS
See FEES AND COSTS, generally

COURTS
Common pleas. See COURTS OF COMMON PLEAS
County. See COUNTY COURTS
Municipal. See MUNICIPAL COURTS

COURTS OF COMMON PLEAS
Civil rights commission decisions, appeals from, **4:2**
Discriminatory rental practices, civil actions, **4:2**
Forcible entry and detainer
Appeals, **13:19**
Jurisdiction, **13:10**

COVENANTS, RESTRICTIVE
Generally, **5:16 to 5:19**
Assumption of lessee's covenants by assignee, **18:16**

CREDIT REFERENCES
Tenant applications, **17:1**

CRIME PROTECTION
Landlord's duties, **3:15**
Constructive eviction claim, **13:21**

CUSTODIANS
See AGENTS, generally

DAMAGE TO PROPERTY
See DESTRUCTION OF PROPERTY

DAMAGES
Abandonment of premises, mitigation of damages, **2:13, 16:12**
Access to premises
Landlord's abuse of right of entry, **5:15, 16:6**
Tenant's refusal to allow access, **16:7**
Assignment by tenant, consent arbitrarily withheld, **11:6, 16:12**
Breach of agreement
Purchase option, breach, **15:19, 16:9**
Renewal option, breach, **15:13, 16:9**
Breach of duty
Landlord, by, **16:2**
Tenant, by, **16:3**
Commercial lease, abandonment of premises, mitigation of damages, **2:13**
Constructive eviction, **13:14, 16:5**
Custodian's negligent repair causing injury, landlord recovering damages from custodian, **8:8**
Delivery of possession, landlord's failure to deliver, **3:14**
Diminution in value of property required for, **16:11**
Discriminatory rental practices, **4:2, 4:7**
Double damages, security deposit wrongfully withheld, **6:12**
Forcible entry and detainer
Counterclaim by tenant for damages, **13:14**
Wrongful eviction, **13:25**
Injuries, personal, **8:1 to 8:13**
Liquidated damages clause in lease/ rental agreement, **6:12**
Manufactured home parks
Park operators, statutory violations by
Wrongful withholding of security deposits, **10:7**
Residents, statutory violations by, **10:5**
Mitigation
Abandonment of premises, **16:12**
Duty of, **2:13**
Personal injuries, **8:1 to 8:13**
Purchase option, breach by landlord, **15:19, 16:9**
Quiet enjoyment, breach of covenant, **5:9**
Renewal option, breach by landlord, **15:13, 16:9**
Rent wrongfully withheld by tenant, **6:17, 16:14**
Retaliatory actions by landlord, **16:8**
Security deposit applied to, **6:12, 16:11**

DAMAGES—Cont'd

- Security deposit wrongfully withheld by landlord, **6:12, 10:7, 16:13**
- Seizure of tenant's possessions, **13:25, 16:5**
- Sublease, consent arbitrarily withheld, **16:12**
- Waste on premises, **5:15, 7:7, 16:11**

DEATH

- Landlord, of
 - Assignment of interest in agreement, **11:4**
 - Purchase option, effect on, **15:19**
- Tenant, of
 - Assignment of interest in agreement, **11:4**
 - Rental payments as claims against estate, **6:2**

DECEIT

- See **FRAUD**

DEFENSES

- Forcible entry and detainer. See **FORCIBLE ENTRY AND DETAINER**
- Personal injuries, **3:7, 8:13**
- Rent deposit/withholding, landlord's defense, **6:17, 16:14**
 - Code violations immaterial, **3:4**
- Rental payments delinquent, uninhabitability as defense, **5:12**

DEFINITIONS

- Assignment by tenant, **11:2**
- Constructive eviction, **13:1, 13:21**
- Eviction, **13:1**
- Fixture, **7:8**
- Forcible entry and detainer, **13:1, 13:2**
- Forfeiture of agreement, **12:3**
- Handicapped, **4:5**
- Holdover tenant, **5:14**
- Incompetent person, **2:22**
- Insurance, **9:2**
- Rental agreement, **2:2**
 - Unconscionable agreement, **2:6**
- Manufactured home park, **10:1, 10:2**
- Mental capacity, **2:22**
- Nuisance, **3:18**
- Pleading, **13:12**
- Quiet enjoyment, **3:19**
- Rent, **5:12, 6:1**
- Security deposit, **6:12**
 - Manufactured home parks, **10:7**
- Statutory eviction, **13:2**
- Sublease, **11:2, 11:11**

DEFINITIONS—Cont'd

- Tenant
 - Student, **12:12**
- Unconscionability, **2:6**
- Waste on premises, **5:7, 5:15, 7:7**

DELINQUENT RENT PAYMENTS

- See **RENT**, at **Delinquency**

DELIVERY

- Lease/rental agreements, **2:24**
 - Landlord's refusal to provide copy of lease as constructive eviction, **13:21**
- Parcels
 - Landlord's right of entry, **5:11**
 - Lease/rent agreement clause, **5:18**
- Possession of premises, **3:14**
 - Failure to deliver possession, **16:1**

DEPOSIT OF RENT

- See **RENT DEPOSIT/WITHHOLDING**

DEPOSIT OF SECURITY

- See **SECURITY DEPOSITS**

DESTRUCTION OF PROPERTY

- Abandonment of premises, liability, **5:7**
- Acts of nature
 - Common law rule, **7:2**
 - Statutory rule, **7:3**
- Appliances and fixtures
 - Liability for repair, **7:8**
- Tenant's duty to prevent, **5:7**
- Children, by; parental liability, **5:15, 16:11**
- Co-signers, liability, **5:7**
- Guests causing, **5:7**
- Landlord's acts or omissions causing, **7:4**
 - Counterclaim to forcible entry and detainer, **13:14**
- Movers causing damage, liability, **5:15**
- Ordinary wear and tear, **7:5**
- Parental liability for damage or destruction by children, **5:15, 16:11**
- Partial destruction, liability for rent payment, **7:3**
- Pets, damage done by as ordinary wear and tear, **7:5**
- Rent payments, liability, **12:9**
 - Acts of nature, **7:2, 7:3**
 - Landlord's acts or omissions, **7:4**
- Sublessee, by; liability, **11:16**
- Tenant's acts or omissions causing, **5:7, 5:15, 7:5 to 7:8, 16:11**
- See also **WASTE ON PREMISES**.

INDEX

DESTRUCTION OF PROPERTY
—Cont'd
Termination of lease/rental agreement, **12:9**
Third parties causing, **5:7**
Waste on premises. See **WASTE ON PREMISES**

DETAINDER
See **FORCIBLE ENTRY AND DETAINDER**

DISCLOSURE
Lead paint, **3:5, 3:6, App E, App F**
Form, **App G**
Manufactured home park operators, required disclosures, **10:3**

DISCRIMINATION
Generally, **4:1 to 4:7**
Advertising, **4:2, 4:3**
Suggested advertiser checklist, **App C**
AIDS, persons infected with, **4:5**
Appeals from civil rights commission decisions, **4:2**
Blockbusting, **4:3**
Charges, **4:2**
Complaints, **4:2, 4:7**
Damages, **4:2**
Drug addicts, **4:5**
Exemptions, **4:4**
Families with children, **4:6**
Handicapped persons, **4:5**
Fair housing accessibility guidelines, **App D**
HUD property
Handicap, refusal to rent based on type of, **4:5**
Jurisdiction of HUD-certified state or local agencies, **4:2**
Municipal ordinances, **4:2**
Pregnant women, **4:6**
Prohibition, **4:2, 4:3**
Remedies, **4:2, 4:3**

DISTRESS
See **SEIZURE**

DISTRICT COURTS, FEDERAL
Discriminatory rental practices, civil actions, **4:7**

DOGS
See **PETS, generally**

DRUGS
Eviction for violation of state laws involving drug offenses or controlled substances, **5:10, 12:8, 13:3**
Notice to vacate, **13:5**
Marijuana cultivation, federal housing, **12:8**
Nuisance, illegal drug activity as, **3:18**
Premises used for illegal purposes, **5:17**
Eviction for. See **Eviction for violation of state laws involving drug offenses or controlled substances, this heading**
Lease/rental agreement unenforceable, **2:26**
Nuisance, as, **3:18**
Prohibiting on premises, **2:20**
Refusal to rent to addicts, convicted drug sellers, and manufacturers, **4:5**

DURESS
Counterclaim to forcible entry and detainer, **13:14**
Execution of lease/rental agreements, **2:25, 16:1**

DUTIES OF LANDLORD
See **LANDLORD'S DUTIES**

DUTIES OF TENANT
See **TENANT'S DUTIES**

DWELLINGS
See **PREMISES, generally**

ELECTRICAL SYSTEMS AND FIXTURES
See **APPLIANCES AND FIXTURES, generally**

ELEVATORS
See also **APPLIANCES AND FIXTURES, generally**
Landlord's duty to maintain and repair, **3:9**

EMERGENCIES
Access to premises, **2:16, 5:15**

EMINENT DOMAIN
Generally, **7:10**

ENTRY, RIGHT OF
See **ACCESS TO PREMISES**

ERRORS
Lease/rental agreements, **2:4, 2:25, 16:1**

EVICTION
See **FORCIBLE ENTRY AND DETAINDER**

EVICTION—Cont'd

Constructive eviction. See CONSTRUCTIVE EVICTION
 Discrimination, **4:2**
 Retaliatory eviction. See RETALIATORY EVICTION
 Self-help eviction. See SELF-HELP EVICTION
 Statutory eviction. See FORCIBLE ENTRY AND DETAINER

EVIDENCE

Forcible entry and detainer proceedings, **13:16, 13:32**
 Parol evidence. See PAROL EVIDENCE
 Rent wrongfully withheld, **6:17**
 Security deposit wrongfully withheld, **6:12**

EXECUTION OF AGREEMENT

See LEASE/RENTAL AGREEMENTS

EXECUTION OF JUDGMENT

Forcible entry and detainer, **13:20, 13:36**

EXTENSION OF AGREEMENT

Lease/rental term, **18:11**
 Renewal. See RENEWAL OF AGREEMENT

FAIR HOUSING

Generally, **4:1 to 4:7**
 See also DISCRIMINATION.
 Accessibility guidelines, **App D**
 Suggested advertiser checklist, **App C**

FAIR HOUSING ACT OF 1968

Generally, **4:3 to 4:7**
 Amendments to, **4:4 to 4:6**
 Exemptions, **4:4**

FAIR HOUSING LAWS

Generally, **App A**

FEDERAL DISTRICT COURTS

Discriminatory rental practices, civil actions, **4:7**

FEES AND COSTS

Application. See APPLICATION FOR TENANCY
 Assignment fee charged by landlord, **11:5**
 Attorney fees. See ATTORNEY FEES
 Bad check charge, lease/rental agreement provision, **18:2**
 Cleaning fees, **6:12**

FEES AND COSTS—Cont'd

Code violations, liability for costs of correcting, **5:6**
 Discriminatory rental practices, waiver of court costs, **4:2, 4:7**
 Garnishee's fee, **13:46**
 Manufactured home parks, **10:3**
 Water meter reading charges, payment of, **10:4**
 Nonrefundable maintenance fee, **6:12**
 Rent. See RENT
 Rental broker's fee, reduction or modification, **6:5**
 Re-rent fees, **6:12**

FIRE

See DESTRUCTION OF PROPERTY, generally

FIRE PROTECTION

Lease/rental agreements restricting fire risks, **5:18**

FIT AND HABITABLE CONDITION

Sale of premises, **3:7**

FIXTURES

See APPLIANCES AND FIXTURES

FORCIBLE ENTRY AND DETAINER

Generally, **13:1 to 13:47**
 Access to premises refused, grounds for, **16:7**

Answer to complaint, **13:12, 22:2**

Appeals, **13:19, 13:37**

Appearance of defendant, **13:15**

Assignee, applicability to, **11:3**

Attachment, **13:38 to 13:47**

Attorney, right to, **13:11**

Attorney fees

Counterclaim by tenant, **13:14**

Wrongful eviction, **13:25**

Bankruptcy

Automatic stay of forcible entry and detainer proceedings upon tenant's filing of petition, **14:2**

Relief from, **14:3**

Defense, as, **13:13**

Bonds for continuances, **13:15**

Breach of agreement as counterclaim, **13:14**

Breach of agreement as grounds, **13:3**

Breach of habitability warranty

Counterclaim, as, **13:14**

Defense, as, **13:13**

Burden of proof, **13:17**

Checklist, **13:26 to 13:47**

Code violations as grounds, **13:3, 16:4**

INDEX

FORCIBLE ENTRY AND DETAINER

—Cont'd

- Commencement of action, **13:4, 13:29**
- Comparison of procedures for private and public housing, **App B**
- Complaints, **13:12, 13:30, 22:1**
- Confession of judgment, **13:15**
- Constructive eviction. See **CONSTRUCTIVE EVICTION**
- Continuances, **13:15, 13:33**
- Counterclaims, **13:14, 22:2**
- Damages
 - Sought by tenant in counterclaim, **13:14**
 - Wrongful eviction, **13:25**
- Defendant's failure to appear at trial, **13:15**
- Defenses, **13:13, 13:32, 22:2**
 - Jurisdiction lacking, **13:10, 13:13**
 - Notice to vacate not served, **13:8, 13:13**
 - Retaliatory eviction, **16:8**
- Definition, **13:2**
- Definitions, **13:1**
- Destruction of property as counterclaim, **13:14**
- Drug offenses or controlled substances, violation of state laws involving as grounds, **5:10, 12:8, 13:3**
 - Notice to vacate, **13:5**
- Duress as counterclaim, **13:14**
- Evidence, **13:16, 13:32**
- Exceptions, **12:12, 13:3, 13:19**
- Execution of judgment, **13:20, 13:36**
- Fair Debt Collection Practices Act, applicability, **13:36**
- Foreclosure, **13:6**
- Forms
 - Answer and counterclaim, **22:2**
 - Complaint, **22:1**
 - Notice to vacate, **13:7, 13:8, 20:2**
 - Summons, **13:11**
 - Writ of execution, **13:20**
- Fraud as counterclaim, **13:14**
- Garnishment, **13:38 to 13:47**
- Grounds for, **13:3, 13:27, 16:4**
 - Holding over, **12:5, 16:9**
 - Illegal use of premises, **5:17**
 - Drug offenses or controlled substances, violation of state laws involving, **5:10, 12:8, 13:3**
 - Pets on premises, **2:10**
 - Plumbing, improper use, **5:5**

FORCIBLE ENTRY AND DETAINER

—Cont'd

- Grounds for, **13:3, 13:27, 16:4**—Cont'd
 - Rent delinquency, **6:2**
 - HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
 - Partial payments, **6:2, 6:5**
 - Handicapped persons, **4:5**
 - Holdover tenants, **12:5, 13:3, 16:4, 16:9**
 - HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
 - Illegal use of premises as grounds, **5:17**
 - Eviction for. See Drug offenses or controlled substances, violation of state laws involving as grounds, this heading
 - Injury as counterclaim, **13:14**
 - Judgments
 - Appeals, **13:19**
 - Confession of judgment, **13:15**
 - Enforcement, **13:20, 13:36**
 - Subsequent action not barred, **13:20**
 - Jurisdiction, **13:3, 13:10, 13:27**
 - Lack of jurisdiction as defense, **13:10, 13:13**
 - Jury trials, **13:15, 13:34**
 - Right to, **13:11**
 - Waiver, **13:15**
 - Later actions not barred, **13:20**
 - Lease/rental agreement provisions
 - Confession of judgment clause, **13:15**
 - Jury waiver clause, **13:15**
 - Limitation of actions, **13:1**
 - Magistrate's report, objections to, **13:19, 13:35**
 - Manufactured home parks, **10:2, 10:6**
 - Refusal to pay undisclosed fees or charges as ground for eviction, **10:3**
 - Notice to remedy, **13:28**
 - Notice to vacate, **13:4, 13:29, 20:2**
 - Contents of notice, **13:7**
 - Failure to serve notice as defense, **13:8, 13:13**
 - Termination of tenancy, distinguished from, **13:5**
 - Timing of service, **13:9**
 - Trustee, landlord's capacity as, **13:4**
 - Waiver of right to give notice, **5:12, 6:7**
 - Objections, **13:19, 13:35, 13:37**
 - Oral rental agreement, manufactured home parks, **10:6**
 - Parol evidence, **13:18**

FORCIBLE ENTRY AND DETAINER**—Cont'd**

- Personal property of tenant, liability for safekeeping, **6:14**
- Persons subject to, **13:3, 13:27**
- Petition, **13:12, 13:30**
- Pets on premises as grounds, **2:10**
- Plumbing, improper use as grounds, **5:5**
- Proof of ownership, unlicensed attorney, **13:13**
- Public housing, **App B**
- Rent delinquency as grounds, **6:2, 13:3, 16:4**
- HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
- Partial payments, **6:2, 6:5**
- Restitution of premises, **13:20, 13:36**
- Retaliatory eviction. See RETALIATORY EVICTION
- Sale of premises, **12:11**
- Self-help eviction. See SELF-HELP EVICTION
- Service of process
 - Improper service as defense, **13:13**
 - Notice to vacate, **13:8, 13:29**
 - Summons, **13:11, 13:31**
- Set-out, **13:20**
 - Liability for safekeeping of property, **6:14**
- Stay pending bankruptcy proceedings, **14:2**
 - Relief from, **14:3**
- Student tenants, **12:12, 13:3**
- Sublessee, applicability to, **13:20**
- Summary proceeding, **13:15**
- Summons, **13:11, 13:31**
 - Improper service as defense, **13:13**
- Tenant at sufferance, **2:42**
- Trials, **13:15, 13:35**
 - Appearance, **13:15**
 - Burden of proof, **13:17**
 - Continuances, **13:15, 13:33**
 - Evidence, **13:16, 13:32**
 - Jury trials. See Jury trials, this heading
 - Parol evidence, **13:18**
 - Preparation for trial, **13:32**
- Undue influence as counterclaim, **13:14**
- Vacation of premises, **13:20**
- Waste on premises as grounds, **5:15, 16:11**
- Writ of execution, **13:20, 13:36**

FORECLOSURES**Eviction, 13:6****FORECLOSURES—Cont'd**

- Termination of agreement, tenant letter, **19:10, 19:11**

FORFEITURE

- Application fee, **2:5**
- Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
- Lease/rental agreement. See TERMINATION OF AGREEMENT

FORMS

- Abandonment, tenant's response to notice of, **19:8**
- Access to premises
 - Withholding consent, landlord's protest, **20:1**
 - Wrongful entry by landlord, tenant's protest, **19:1**
- Accommodations request by tenant, **19:9**
- Agent's authority to lease, **18:9**
- Answers, generally, **22:1 to 22:7**
- Application for tenancy, **17:1**
- Assignment by tenant, **18:12 to 18:16**
 - Consent of landlord, **18:12 to 18:16**
 - Liability of assignee, **18:16**
 - Release of assignor's obligations, **18:16**
 - Rent payments, liability, **18:12, 18:16**
- Belief of abandonment, notice of, **20:10**
- Breach of agreement or duty by landlord
 - Complaint, **22:3**
 - Injective relief, application for, **22:5, 22:6**
 - Notice, **19:2**
 - Termination of agreement, notice, **19:3**
- Changing rental terms, notice, **20:9**
- Complaints, generally, **22:1 to 22:7**
- Counterclaims, generally, **22:1 to 22:7**
- Disclosure of lead paint, **App G**
- Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
- Lead paint disclosure, **App G**
- Lease/rental agreements
 - Generally, **18:1 to 18:22**
 - Assignment by tenant, **18:12 to 18:16**
 - Detailed lease form, **18:2**
 - Extension of term, **18:11**
 - Option to purchase, **18:18 to 18:21**
 - Renewal, **18:10**
 - Simple lease form, **18:1**
- Letters
 - landlords, **20:1 to 19:12**
 - tenants, **19:1 to 19:11**

INDEX

FORMS—Cont'd

- Notice of tenant of intention to enter, **20:12**
- Novation, **11:8**
- Number of units rented by landlord, notice of, **20:8**
- Options to purchase, **18:18 to 18:21**
- Partial release of rent deposited with court, landlord's application for, **21:3**
- Renewal of agreement, **15:3**
 - Option to renew, **15:4**
 - Conditional option, **15:6**
- Rent deposit with court, release
 - Answer and counterclaim by tenant, **21:4**
 - Landlord's application, **21:1**
 - Partial release, **21:3**
 - Stipulation and waiver to release, **21:5**
 - Tenant's application, **21:2**
- Rent unaccepted by landlord, tenant's protest, **19:4**
- Repair of premises, notice to landlord, **19:2**
- Retaliatory action, protest by tenant, **19:5**
- Sale of premises
 - Collection of rent by new owner, **20:4, 20:5**
 - Option to purchase, **18:18 to 18:21**
 - Complaint for specific performance to enforce option, **22:7**
- Security deposit
 - Forwarding address, notice to landlord, **19:6**
 - Return, request for, **19:7**
 - Wrongful withholding, complaint, **22:4**
- Sublease, consent of landlord, **18:17**
- Surrender of premises, **12:10**
- Tenant's accommodations request, **19:9**
- Termination of agreement, **20:3**
 - Landlord's failure to make repairs, due to, **19:3**
- Termination of tenancy for non-compliance with tenant obligations, notice of, **20:11**

FRAUD

- Constructive eviction claim based on fraudulent forcible entry and detainer action, **13:21**
- Counterclaim to forcible entry and detainer, **13:14**
- Latent defect or danger, concealment by landlord, **3:17, 16:10**

FRAUD—Cont'd

- Lease/rental agreements, **2:25, 16:1**
- Statute of frauds. See STATUTE OF FRAUDS

GAMBLING

- Premises used for, **2:26, 12:8**

GARBAGE DISPOSAL

- See WASTE DISPOSAL

GARNISHMENT

- Forcible entry and detainer, **13:38 to 13:47**

GUARANTORS

- Rent, liability for payment, **6:2**

GUESTS

- Damage to or destruction of premises by, liability of tenant, **5:7**
- Liability for injury to, **8:11**
- Negligence of, liability of tenant, **5:7**
- Restrictions on, enforceability, **2:8**

HABITABILITY, WARRANTY OF

- Breach of warranty
 - Constructive eviction claim, **13:22**
 - Damages recoverable, **13:14**
 - Counterclaim to forcible entry and detainer, **13:14**
 - Defense to forcible entry and detainer, **13:13**
- Common law provisions, **3:16 to 3:19**
- Sale of premises, **3:7**
- Statutory provisions, **3:7**

HANDICAPPED PERSONS

- Apartment rules, accommodation, **4:5**
- Definition, **4:5**
- Discrimination against prohibited, **4:5**
- Escrow accounts, **4:5**
- Eviction, **4:5**
- Fair housing accessibility guidelines, **App D**
- HUD property, refusal to rent based on type of handicap, **4:5**
- Parking spaces, **4:5**
- Pets as companions for, **4:5**
- Physical modification of premises, **4:5**
- Questioning concerning independent living capability, **4:5**

HARASSMENT

- Access to premises, repeated demands, **12:4, 16:6**

HEALTH AND SAFETY CODES

- Landlord's duty to comply, **3:4**
- Tenant's duty to comply, **5:6**

HEALTH AND SAFETY CODES

—Cont'd

- Violations
 - Complaint by tenant
 - Retaliatory action by landlord, **12:4**
- Correction
 - Costs of correcting, liability, **5:6**
 - Forcible entry and detainer, grounds for, **13:3, 16:4**
- Landlord, by, **16:2**
 - Complaint. See Complaint by tenant, this subheading
 - Notice, **12:7, 19:2**
 - Proof of nuisance required, **3:4**
 - Rent deposit/withholding, grounds for, **3:4, 6:17**
 - Termination of agreement, grounds for, **12:4, 12:7**
- Tenants, by, **16:3**
 - Forcible entry and detainer, grounds for, **13:3, 16:4**
 - Notice to remedy, **12:7, 13:5**
 - Termination of agreement, grounds for, **12:5, 12:7**

HEARINGS

- Civil rights commission, discriminatory rental practices, **4:2**

HEATING

- See also APPLIANCES AND FIXTURES, generally
- Fuel cost increases, rent increase due to, **6:4**
- Inadequate, grounds for constructive eviction, **13:23**
- Ordinary wear and tear of heating systems, **7:5**

HISTORY OF LANDLORD-TENANT LAWS

- Generally, **1:1**

HOLDOVER TENANTS

- See also TENANCY AT SUFFERANCE
- Definition, **5:14**
- Forcible entry and detainer actions against, **12:5, 13:3, 16:4, 16:9**
- Injunctive relief, **16:9**
- Landlord's duty to eject, **3:14, 16:1**
- Lease/rental agreement provisions for liability of landlord, **3:14**
- New tenant's remedies, **3:14, 16:1**
- Renewal of agreement, holding over implied as, **5:14, 15:10, 16:9**
- Trespass action against, **5:14, 16:9**

HOLIDAYS

- Rent due on, **6:7**

HOT WATER

- See also APPLIANCES AND FIXTURES, generally
- Landlord's duty to provide, **3:11**
 - Hot water heater, repair and maintenance, **3:9**

HOUSE TRAILERS

- See MANUFACTURED HOME PARKS

HOUSING AND URBAN DEVELOPMENT DEPARTMENT

- Acceptance of HUD assistance payments as partial payment of rent, effect, **6:5**
- Discriminatory rental practices, complaints, **4:7**
 - State or local agency certified by, jurisdiction, **4:2**
- Fair housing accessibility guidelines, **App D**
- Handicap, refusal to rent HUD property based on type of, **4:5**

HOUSING CODES

- See BUILDING AND HOUSING CODES

HUD

- See HOUSING AND URBAN DEVELOPMENT DEPARTMENT

HUSBAND AND WIFE

- Separated, liability for damage to or destruction of leased premises, **5:7**

ICE AND SNOW

- Injury caused by, liability, **3:8, 5:2, 8:6**
- Removal from driveway and walks, tenant's duties, **5:2**

ILLEGAL USE OF PREMISES

- Generally, **5:17**
- Drug activity. See DRUGS, at Premises used for illegal purposes
- Gambling, **12:8**
- Landlord's knowledge, **12:8**
- Lease/rental agreements
 - Agreement unenforceable, **2:26, 16:1**
 - Prohibition clause, **5:17, 12:8**
- Prostitution, **12:8**
- Termination of lease/rental agreement, **12:8**

INCOMPETENT PERSONS

- Parties to lease/rental agreements, effect on validity, **2:22, 16:1**

INDEX

INDEPENDENT CONTRACTORS
See CONTRACTORS

INJUNCTIVE RELIEF
Access to premises
 Abuse of right of entry, **5:15, 16:6**
 Compelling, **16:3, 16:7**
Alteration of premises by tenant, **5:15**
Breach of agreement or duty, **22:5, 22:6**
Discriminatory rental practices, **4:2, 4:7**
Holdover tenants, **16:9**
Nuisance maintained by landlord, **3:18, 16:10**
Retaliatory actions by landlords, **16:8**
Waste on premises, **7:7, 16:11**

INJURIES, LIABILITY
See LIABILITY FOR INJURIES

INSPECTION OF PREMISES
Access to premises, **3:12, 5:11**
 See also ACCESS TO PREMISES, generally.
Inventory checklist, **20:7**
New tenant, by; acknowledgment, **18:1**

INSURANCE
Generally, **9:1 to 9:22**
Commercial/residential tenant, **9:6, 9:7**
Definition, **9:2**
Landlord, coverage, **9:7**
Landlord's obligation to procure, **9:2, 9:3**
Lease/rental agreement provisions, **9:2**
 Mixed-use tenant, **9:6**
 Tenant obligated to maintain coverage, **9:7**
Mixed-use tenant, **9:6**
Personal property of tenant, **9:3 to 9:5**
Renter's insurance, **9:3 to 9:5**
Tax deductions, **9:17**

INTEREST
Security deposit, **6:12, 16:13**

INTOXICATION
Parties to lease/rental agreements, effect on validity, **2:22, 16:1**

INVENTORY CHECKLIST
Commencement and termination of lease term, **20:7**

INVITEES
Liability for injury to, **8:11**

JUDGMENT BY CONFESSION
Forcible entry and detainer, **13:15**
Lease/rental agreement provision, **16:1**

JUDGMENT DEBTORS
Garnishment, **13:41, 13:43, 13:45**

JUDGMENTS
Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER

JURISDICTION
Discriminatory rental practices, HUD-certified state or local agencies, **4:2**
Forcible entry and detainer, **13:3, 13:10, 13:27**
Lack of jurisdiction as defense, **13:10, 13:13**

JURY TRIALS
Forcible entry and detainer proceedings. See FORCIBLE ENTRY AND DETAINER

LANDLORD LETTERS
Generally, **20:1 to 20:12**

LANDLORD/ TENANT ACT
Legislative intent, **1:1**

LANDLORDS
Agents. See AGENTS
Agreements. See LEASE/RENTAL AGREEMENTS
Bankruptcy, **14:11**
 See also BANKRUPTCY, generally.
Death
 Assignment of interest in lease/rental agreement, **11:4**
 Purchase option, effect on, **15:19**
Duties. See LANDLORD'S DUTIES
Letters, generally, **20:1 to 20:12**
Liability. See LIABILITY
Name and address, providing to tenant, **2:4, 3:3, 18:1, 18:2**
Failure to provide, **6:17**
Manufactured home park operators, **10:3**
Retaliatory actions. See RETALIATORY ACTIONS BY LANDLORDS
Right of entry. See ACCESS TO PREMISES

LANDLORD'S DUTIES
Generally, **3:1 to 3:20**
Access to premises. See ACCESS TO PREMISES
Access to premises. See ACCESS TO PREMISES, generally
Address of landlord, providing to tenant, **2:4, 3:3, 18:1, 18:2**
Failure to provide, **6:17**

LANDLORD'S DUTIES—Cont'd

Address of landlord, providing to tenant, **2:4, 3:3, 18:1, 18:2**—Cont'd
 Manufactured home park operators, **10:3**
 Appliances and fixtures, maintenance and repair, **2:18, 3:9**
 Assumption of duty by course of conduct, **3:8**
 Assumption of tenant's duties, **5:12**
 Breach of duty. See **BREACH OF DUTY**
 Building codes, compliance, **3:4**
 Collection of rent, **6:6**
 Common areas, maintenance and repair, **3:8**
 Common law duties, **3:13 to 3:20**
 Crime protection, **3:15**
 Constructive eviction claim, **13:21**
 Delivery of possession of premises, **3:14**
 Failure to deliver, **16:1**
 Drug offenses or controlled substances, eviction of tenant for violation of state laws involving, **5:10, 12:8, 13:3**
 Notice to vacate, **13:5**
 Elevators, maintenance and repair, **3:9**
 Failure to perform. See **BREACH OF DUTY**
 Health codes, compliance, **3:4**
 Hot water, duty to provide, **3:11**
 Hot water heater, repair and maintenance, **3:9**
 Housing codes, compliance, **3:4**
 Latent defects or dangers, **3:17, 8:2, 16:10**
 Lead paint, required disclosure, **3:5, App E, App F**
 Form, **App G**
 Maintenance of premises. See **MAINTENANCE OF PREMISES**
 Manufactured home park operators. See **MANUFACTURED HOME PARKS**, at Park operators' duties
 Modification of statutory duties, **5:12**
 Name of landlord, providing to tenant, **2:4, 3:3, 18:1, 18:2**
 Failure to provide, **6:17**
 Manufactured home park operators, **10:3**
 Nuisance abatement, **3:18**
 Painting premises, **3:7**
 Lead paint, required disclosure, **3:5, App E, App F**
 Form, **App G**
 Quiet enjoyment warranty, **3:19, 5:9**

LANDLORD'S DUTIES—Cont'd

Repair of premises. See **REPAIR OF PREMISES**
 violation of duties. See **BREACH OF DUTY**
 Right of entry. See **ACCESS TO PREMISES**
 Safety codes, compliance, **3:4**
 Security of premises, **3:15**
 Constructive eviction claim, **13:21**
 Statutory duties, **3:2 to 3:12**
 Modification or waiver, **5:12**
 Trash receptacles, duty to provide, **3:10**
 Waiver of duties, **5:12, 16:1**
 Exchange for decreased rent, **2:11**
 Water supply, duty to provide, **3:11**

LAWN MOWING

Tenant's duty, **12:7**

LEAD POISONING

Dangers, **3:5, 3:6, App E**
 Disclosure of lead-based paint, **3:5, 3:6, App E, App F**
 Form, **App G**
 Liability of landlord, **3:5, 8:6**

LEASE/ RENTAL AGREEMENTS

Generally, **2:1 to 2:42, 18:1 to 18:22**
 Acceptance, **2:24**
 Access clause, **2:16, 18:2**
 Acknowledgment, term of three years or more, **2:3**
 Additional lease clauses, **18:3**
 Address of owner and agent required, **2:4, 3:3, 18:1, 18:2**
 Failure to provide, **6:17**
 Manufactured home parks, **10:3**
 Age of parties, **2:22, 16:1**
 Agent's authority, **2:23, 18:9**
 Renewal of agreement, **15:3**
 Alteration of premises by tenant, **18:6**
 Alteration of premises clause, **7:6**
 Appliances
 Maintenance provisions, **5:8, 18:1, 18:2**
 Ownership clause, **7:8**
 Assignment of agreement. See **ASSIGNMENT**
 Attestation, **2:3, 2:4**
 Attorney fees, provision for payment, **16:1**
 Automatic termination, **12:6**
 Avoidance of agreement, **16:1**
 See also **TERMINATION OF AGREEMENT**.
 Minor electing to cancel, **2:22**

INDEX

LEASE/ RENTAL AGREEMENTS

—Cont'd

- Avoidance of agreement, **16:1**—Cont'd
 - Unconscionable agreement, **2:6**
- Bankruptcy. See BANKRUPTCY
- Barbecuing on premises, prohibition, **2:21**
- Breach of agreement. See BREACH OF AGREEMENT
- Cancellation. See TERMINATION OF AGREEMENT
- Carpet removal, prohibition, **2:17**
- Change in condition of leased premises, rent payment clause, **7:11**
- Children, play areas; restrictive provisions, **5:9**
- Classification of tenancies, **2:27** to **2:42**
- Coercion, **2:25, 16:1**
- Collective negotiations, retaliatory actions by landlord, **12:4**
- Condition subsequent clause, **12:6**
- Conditional limitation clause, **12:6**
- Conditions and terms. See Contents of agreement, this heading
- Confession of judgment clause, **16:1**
- Contents of agreement, **2:4, 2:5** to **2:21, 18:1, 18:2**
 - Permissible, **2:5**
 - Prohibited, **2:25, 2:26, 16:1**
- Co-signers, liability for damage or destruction of premises, **5:7**
- Death of tenant during term of agreement, **6:2**
 - Assignment of agreement, **11:4**
- Defective agreements, effect and remedies, **2:4**
- Definitions, **2:2**
 - Unconscionability, **2:6**
- Delivery of agreement, **2:24**
 - Landlord's refusal to provide copy of lease as constructive eviction, **13:21**
- Delivery of parcels, restrictive clause, **5:18**
- Discriminatory practices, prohibition and remedies, **4:1** to **4:7**
- Drugs, prohibiting, **2:20**
 - See also DRUGS, generally.
- Duration. See Term of agreement, this heading
- Duress or undue influence, **2:25, 16:1**
- Exculpatory clause, **8:3, 16:1**
 - Manufactured home park operators, **10:3**
- Execution of agreement
 - Agent's authority, **2:23, 18:9**

LEASE/ RENTAL AGREEMENTS

—Cont'd

- Execution of agreement—Cont'd
 - Attestation, **2:3, 2:4**
 - Coercion, duress, or undue influence, **2:25, 16:1**
 - Negligence or error in execution, **2:25, 16:1**
 - Parties. See Parties to agreement, this heading
 - Possession of premises pending execution, **6:2**
 - Ratification by landlord, **2:23**
 - Recording
 - Renewal option, **2:4**
 - Term of three years or more, **2:3**
 - Signatures. See Signatures, this heading
 - Expiration of agreement, **12:2**
 - Extension. See RENEWAL OF AGREEMENT
 - Fire risks, restricting, **5:18**
 - Fixtures
 - Maintenance provisions, **5:8**
 - Ownership clause, **7:7**
 - Forcible entry and detainer provisions
 - Confession of judgment clause, **13:15**
 - Jury waiver clause, **13:15**
 - Forfeiture of agreement. See TERMINATION OF AGREEMENT
 - Forms
 - Detailed lease form, **18:2**
 - Extension of term, **18:11**
 - Renewal, **18:10**
 - Simple lease form, **18:1**
 - Fraud, **2:25, 16:1**
 - Garbage disposal provisions, **2:19, 5:3**
 - Heating cost, rent increase tied to, **18:4**
 - Holdover tenant, provisions covering liability of landlord, **3:14**
 - Illegal use of premises
 - Agreement unenforceable, **2:26, 16:1**
 - Prohibition clause, **5:17, 12:8**
 - Incompetence of parties, effect, **2:22, 16:1**
 - Indemnification clause, **8:3, 16:1**
 - Manufactured home park operators, **10:3**
 - Insurance coverage clause, **9:2**
 - Mixed-use tenant, **9:6**
 - Tenant obligated to maintain, **9:7**
 - Intoxication of parties, effect, **2:22, 16:1**

LEASE/ RENTAL AGREEMENTS**—Cont'd**

- Liability for injury, limitation clause, **8:3, 16:1**
- Manufactured home park operators, **10:3**
- Liquidated damages clause, **6:12**
- Lock changing by tenant, prohibition, **2:16**
- Loud music, prohibition, **2:14**
- Manufactured home parks, **10:3**
- Mental capacity of parties, **2:22, 16:1**
- Mistake, **2:25, 16:1**
- Modification, **2:2**
 - Amount of rent, **6:5**
 - Oral, **2:9**
- Motor vehicles, restricting certain types on leased premises, **2:15**
- Music
 - Hours permitted, **5:9**
 - Loud music prohibited, **2:14**
- Name of owner and agent required, **2:4, 3:3, 18:1, 18:2**
- Failure to provide, **6:17**
- Manufactured home parks, **10:3**
- Negligence in executing, **2:25, 16:1**
- Noise provisions, **2:14, 5:9**
- Nuisance restrictions, **5:18**
- Number of dwellings rented by landlord, notice of, **18:8**
- Number of occupants, restriction, **5:18, 18:2**
- Optional conditions, **2:5**
- Options to purchase. See **SALE OF PREMISES**
- Options to renew. See **RENEWAL OF AGREEMENT**
- Oral agreements. See **ORAL AGREEMENTS**
- Painting, prohibition, **2:17**
- Parking facilities, use of, **18:7**
- Parol evidence rule, applicability, **2:6**
 - Modification of rent amount, **6:5**
- Parties to agreement
 - Age of party, minimum, **2:22, 16:1**
 - Agent's authority, **2:23, 18:9**
 - Ignorance or lack of understanding of terms, **2:22**
 - Intoxication, effect, **2:22, 16:1**
 - Mental capacity, **2:22, 16:1**
- Periodic tenancy, **2:34 to 2:37**
 - See also **PERIODIC TENANCY**.
- Permanent leaseholds, **2:28 to 2:30**
 - See also **PERMANENT LEASEHOLDS**.
- Permissible conditions, **2:5**

LEASE/ RENTAL AGREEMENTS**—Cont'd**

- Perpetual leases, **2:28 to 2:30**
 - See also **PERMANENT LEASEHOLDS**.
- Pets, **2:10, 5:18, 18:22**
- Place for payment of rent, **18:5**
- Prohibited practices, **2:25, 2:26, 16:1**
- Ratification by landlord, **2:23**
- Recording
 - Renewal option, **2:4**
 - Term of three years or more, **2:3**
- Renewal. See **RENEWAL OF AGREEMENT**
- Rent provisions
 - Amount, **6:4, 18:1, 18:2**
 - Increase, **6:4**
 - Modification, **6:5**
 - Payment, **2:7, 5:12, 6:2 to 6:11, 18:2**
 - Partial payments, acceptance, **6:5**
 - Place of payment, **6:6**
 - Rent-withholding provisions, waiver prohibited, **2:5**
 - Requisites, **2:2 to 2:4**
 - Restrictive covenants, **5:16 to 5:19**
 - Security deposit clause, **6:12**
 - Application to last month's rent, **6:10**
 - Signatures, **2:3, 2:24**
 - Absence of signature, **2:4, 16:1**
 - Agent executing agreement, **2:23, 18:9**
 - Simple form, **18:1**
 - Smoking, prohibition, **2:20**
 - Statute of frauds, applicability, **2:2, 2:3**
 - Subleases. See **SUBLEASES**
 - Subletting provisions, **2:12, 18:2**
 - Tax payment clause, **9:9, 9:10**
 - Tenancy at sufferance, **2:41, 2:42**
 - See also **TENANCY AT SUFFERANCE**.
 - Tenancy at will, **2:38 to 2:40**
 - See also **TENANCY AT WILL**.
 - Tenancy for years, **2:31 to 2:33**
 - See also **TENANCY FOR YEARS**.
 - Term of agreement, **6:2**
 - Classification of tenancies, **2:27 to 2:42**
 - Extension. See **RENEWAL OF AGREEMENT**
 - Manufactured home parks, **10:3**
 - Periodic tenancy, **2:36**
 - Permanent leaseholds, **2:29**
 - Perpetual lease, **2:29**
 - Tenancy at sufferance, **2:42**
 - Tenancy at will, **2:39**

INDEX

LEASE/ RENTAL AGREEMENTS

—Cont'd

- Term of agreement, **6:2**—Cont'd
 - Tenancy for years, **2:32**
 - Three years or more, **2:3, 2:4, 16:1**
- Termination of agreement. See **TERMINATION OF AGREEMENT**
- Third party action preventing new tenant from taking possession, **18:3**
- Types of tenancies, **2:27 to 2:42**
- Unconscionable agreements, **2:6, 16:1**
 - Cancellation of agreement, **12:4**
- Undue influence, **2:25, 16:1**
- Validity of agreement, **16:1**
 - Agent without authority to lease, **2:23**
 - Defective execution, effect, **2:4, 16:1**
 - Ignorance or lack of understanding of terms, effect, **2:22**
 - Illegal use of premises, **2:26, 16:1**
 - Intoxication of party, effect, **2:22, 16:1**
 - Mental incompetence of party, effect, **2:22, 16:1**
 - Mistake, effect, **2:25, 16:1**
 - Signature, absence of; effect, **2:3, 2:4, 16:1**
- Waivers, **16:1**
 - Jury trial in forcible entry and detainer proceeding, **13:15**
 - Landlord's duties waived in exchange for free or reduced rent, **2:11, 16:1**
 - Rent deposit with court, waiver of right prohibited, **2:5**
- Wallpapering, prohibition, **2:17**
- Waste disposal provisions, **2:19, 5:3**
- Waste on premises clause, **5:15, 18:2**
- Witnesses to, **2:4**
 - Term of three years or more, **2:3, 16:1**
- Writing, necessity of, **2:2, 2:3**
 - Manufactured home park operator, offer of written agreement required, **10:3**

LIABILITY

- Assignee, **11:9, 11:10, 18:16**
- Co-signers, damage or destruction of premises, **5:7**
- Costs of correcting code violations, **5:6**
- Damage to or destruction of premises, **16:11**
 - Abandonment of premises, **5:7**
 - Co-signers, **5:7**
 - Electrical or plumbing system, improper use, **5:5**
 - Guests, by, **5:7**
- LIABILITY—Cont'd
 - Damage to or destruction of premises, **16:11**
 - 16:11—Cont'd
 - Parental liability for acts of child, **5:15**
 - Third parties, by, **5:7, 5:15**
 - Injuries, for. See **LIABILITY FOR INJURIES**
 - Landlord
 - Costs of correcting code violations, **5:6**
 - Nuisances, **3:18**
 - Wrongful possession, liability to new tenants, **3:14**
 - Manufactured home parks, lease/rental agreement limiting liability of operators, **10:3**
 - Nuisances, **3:18**
 - Rent, payment. See **RENT**, at **Liability for payment**
 - Sublessee, **11:15, 11:16**
 - Tenant
 - Assignee, **11:9, 11:10, 18:16**
 - Damage to or destruction of premises, **16:11**
 - Abandonment of premises, **5:7**
 - Electrical or plumbing system, improper use, **5:5**
 - Guests, by, **5:7**
 - Parental liability for acts of child, **5:15**
 - Third parties, by, **5:7, 5:15**
 - Rent, payment. See **RENT**, at **Liability for payment**
 - Sublessee, **11:15, 11:16**
 - Wrongful possession, liability to new tenants, **3:14**
 - LIABILITY FOR INJURIES
 - Generally, **8:1 to 8:13, 16:10**
 - Appliances, unsafe, **8:5, 8:6**
 - Assumption of risk, **3:7, 5:2, 8:13**
 - Breach of landlord's duties, **8:3 to 8:9**
 - Breaking and entering, **8:6**
 - Burglary, **8:6**
 - Business visitor, to, **8:11**
 - Common areas, **3:8, 8:2**
 - Sidewalk causing injury, **8:12**
 - Stairway causing injury, **8:6**
 - Common law, **8:2, 16:10**
 - Comparative negligence, **3:7, 8:13**
 - Contractual liability superseding common law liability, **8:2**
 - Contributory negligence, **8:13**
 - Damages, recovery, **8:1 to 8:13**
 - Defenses, **3:7, 8:13**

LIABILITY FOR INJURIES—Cont'd

Dog bites, **8:6**
 Fixtures, unsafe, **8:5, 8:6**
 Forceable entry and detainer counterclaim, **13:14**
 Grass clippings accumulation causing injury, **8:6**
 Guests, to, **8:11**
 Hazardous conditions, **8:6**
 Ice and snow accumulation causing injury, **3:8, 5:2, 8:6**
 Independent contractors causing injury, **3:7, 3:20, 8:9**
 Invitees, to, **8:11**
 Latent or hidden defects, **3:17, 8:2, 16:10**
 Lead poisoning, **3:5, 8:6**
 See also LEAD POISONING, generally.
 Licensee, to, **8:11**
 Neighbors, to, **8:12**
 Newscarrier, to, **8:11**
 Notice of defect, establishing, **3:7, 8:3, 8:10**
 Nuisance causing injury, **8:2, 8:12, 16:10**
 Occupation and control test, **8:2**
 Paint chips eaten by tenant's child, **3:5, 8:6**
 See also LEAD POISONING, generally.
 Proximate cause, establishing, **8:3, 8:10**
 Repair of premises
 Failure to make, **8:4**
 Negligent repairs, **3:7, 3:20, 8:7 to 8:9**
 Sidewalk causing injury, **8:12**
 Slip and fall, **8:6**
 Failure to repair premises, **8:4**
 Smoke inhalation, **8:6**
 Stairway, falling down, **8:6**
 Statutory liability, **8:3 to 8:9**
 Tenants, to, **8:10**
 Third parties, to, **8:11**
 Trespasser, to, **8:11**
 Waiver in lease/rental agreement, **8:3, 16:1**

LICENSEES

Liability for injury to, **8:11**

LIENS

Landlord's lien for rent, **6:13**

LIGHTING

See also APPLIANCES AND FIXTURES, generally

LIGHTING—Cont'd

Inadequate
 Constructive eviction claim, **13:23**
 Landlord's liability and tenant's remedies, **3:4**

LIMITATION OF ACTIONS

Bodily injury, **8:6**
 Discriminatory rental practices, **4:2, 4:7**
 Forceable entry and detainer, **13:1**

LIQUOR

Illegal sale on premises, **5:17, 12:8**

LOCK-OUTS

Constructive eviction claim, **13:23**
 Delinquency in rental payments, **2:7, 5:12**

LOCKS

Change by tenant, **5:11**
 Prohibition clause, **2:16**

MAIL

Forceable entry and detainer, service of process
 Notice to vacate, **13:8**
 Summons, **13:11**
 Lease/rental agreements, delivery, **2:24**
 Parcels, delivery
 Landlord's right of entry, **5:11**
 Lease/rent agreement clause, **5:18**
 Renewal notice, delivery by mail, **15:9**
 Rent deposit by, **6:17**
 Rent payment, delivery by mail, **6:8**

MAINTENANCE OF PREMISES

See also REPAIR OF PREMISES
 Access by landlord. See ACCESS TO PREMISES, generally
 Appliances and fixtures. See APPLIANCES AND FIXTURES
 Landlord's duties, **3:7**
 Access to premises. See ACCESS TO PREMISES, generally
 Adjacent property maintained but not owned by landlord, **3:9**
 Appliances and fixtures, **2:18, 3:9**
 Common areas, **3:8**
 Tax deduction, **9:15**
 Nonrefundable maintenance fee, **6:12**
 Tenant's duties, **5:2**
 Appliances and fixtures, **5:8, 5:13**

MANUFACTURED HOME PARKS

Generally, **10:1 to 10:8**
 Address of park operator and agent required, **10:3**
 Appliances, installation fees, **10:3**

INDEX

MANUFACTURED HOME PARKS

—Cont'd

- Attorney fees
 - Park operators, statutory violations by, **10:3, 10:4**
 - Residents, statutory violations by, **10:5**
- Damages
 - Park operators, statutory violations by, **10:3, 10:4**
 - Wrongful withholding of security deposits, **10:7**
 - Residents, statutory violations by, **10:5**
- Definitions, **10:1, 10:2**
- Fees and charges, **10:3**
 - Water meter reading charges, payment of, **10:4**
- Forcible entry and detainer, **10:2, 10:6**
 - Refusal to pay undisclosed fees or charges as ground for eviction, **10:3**
- Lease/rental agreements, **10:3**
 - Liability of park operators, lease/rental agreements limiting, **10:3**
 - Name of park operator and agent required, **10:3**
 - Notice, statutory; required, **10:3**
 - Oral rental agreement, forcible entry and detainer, **10:6**
 - Park operators' duties, **10:4**
 - Attorney fees for statutory violations, **10:3, 10:4**
 - Damages for statutory violations, **10:3, 10:4**
 - Wrongful withholding of security deposits, **10:7**
 - Fees and charges, disclosure, **10:3**
 - Name and address, disclosure, **10:3**
 - Offer of written lease/rental agreement, **10:3**
 - Rules, disclosure, **10:3**
 - Statutory notice, **10:3**
 - Water meter reading charges, payment of, **10:4**
 - Residents' duties, **10:5**
 - Rules, disclosure, **10:3**
 - Security deposits, **10:7**
 - Statutory notice required, **10:3**
 - Term of lease/rental agreements, **10:3**
 - Water meter reading charges, payment of, **10:4**
 - Written lease/rental agreements, offer required, **10:3**

MARIJUANA

See also DRUGS, generally

MARIJUANA—Cont'd

- Cultivation on leased premises, termination of agreement due to, **12:8**
- Warranty of quiet enjoyment, **3:19**

MEDIATION

Housing court mediation program, **App H**

MENTALLY ILL OR RETARDED PERSONS

- Parties to lease/rental agreements, effect on validity, **2:22, 16:1**

MINORS

See CHILDREN

MISTAKE

- Lease/rental agreements, **2:4, 2:25, 16:1**

MITIGATION

- Damages, abandonment of premises, **2:13, 16:12**

MOBILE HOME PARKS

See MANUFACTURED HOME PARKS

MODIFICATION OF AGREEMENT

See LEASE/RENTAL AGREEMENTS

MONEY ORDERS

- Rent payments, **6:9**

MOTOR VEHICLES

- Restriction of certain types on leased premises, **2:15**

MOVING COMPANIES

- Liability for damage caused by, **5:15**

MUNICIPAL COURTS

- Forcible entry and detainer, jurisdiction, **13:10**

Housing court mediation program, **App H**

- Rent deposit with. See RENT DEPOSIT/WITHHOLDING, generally

MUNICIPAL ORDINANCES

See ORDINANCES

MUSIC

- Hours permitted, lease/rental agreement provisions, **5:9**

Loud music

- Lease/rental agreement prohibiting, **2:14**

Tenant's remedies, **5:9**

Loud music. See also NOISE, generally

NARCOTICS

See DRUGS, generally

NEGLIGENCE

Lease/rental agreements, mistake in executing, **2:25, 16:1**

Repairs negligent, liability for injury caused by, **3:7, 3:20, 8:7 to 8:9**

Waste on premises, **5:7, 5:15, 16:11**

NEIGHBORS

Liability for injury to, **8:12**

NEWSCARRIERS

Liability for injury to, **5:2, 8:11**

NOISE

Anti-noise ordinances, **2:14**

Lease/rental agreement provisions, **5:9**

Loud music

Prohibited in lease/rental agreement, **2:14**

Tenant's remedies, **5:9**

Nuisance, as, **2:14, 3:18, 5:9**

Ordinances, **2:14**

NOTICE

See also DISCLOSURE

Abandonment, tenant's response to notice of, **19:8**

Access to premises, **3:12, 5:11**

Abuse of right by landlord, **16:6, 19:1**

Refusal of access, **20:1**

Address of owner and agent, **2:4, 3:3, 18:1, 18:2**

Failure to provide, **6:17**

Manufactured home parks, **10:3**

Belief of abandonment, notice of, **20:10**

Blind or sight-impaired person, notice to, **13:7**

Breach of agreement by landlord, **12:4, 19:2**

Breach of duty

Landlord, by, **5:9, 19:2**

Changing rental terms, notice, **20:9**

Code violations

Landlord's notice to tenant, **12:7, 13:5**

Tenant's notice to landlord, **12:7, 19:2**

Court proceeding to collect debt, **13:40**

Debt collection, **13:40**

Defective conditions, notice to landlord, **5:2, 19:2**

Liability for injury, establishing, **3:7, 8:3, 8:10**

Discriminatory rental practices, appeals from civil rights commission decisions, **4:2**

NOTICE—Cont'd

Election to exercise option to purchase, **18:21**

Enter, tenant's intention to, **20:12**

Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER

Hazardous conditions, notice to landlord, **8:6, 19:2**

Manufactured home park operators, required statutory notice, **10:3**

Name of owner and agent, **2:4, 3:3, 18:1, 18:2**

Failure to provide, **6:17**

Manufactured home parks, **10:3**

Number of units rented by landlord, notice of, **20:8**

Renewal of agreement, **12:2, 15:5, 15:9**

Rent deposit/withholding, **6:17**

Manufactured home parks, **10:8**

Waiver of obligation to give notice, **10:3**

Waiver of obligation to give notice, **3:3**

Manufactured home park operators, **10:3**

Security deposit deductions, **6:12, 16:13**

Tenant's intention to enter, **20:12**

Tenant's response to notice of abandonment, **19:8**

Termination of agreement. See TERMINATION OF AGREEMENT

Termination of tenancy for non-compliance with tenant obligations, notice of, **20:11**

NUISANCES

Abatement, **3:18**

Code violations, **3:4**

Constructive eviction claims, **3:18**

Definition, **3:18**

Illegal drug activity, **3:18**

Injunctive relief, **3:18, 16:10**

Injury caused by, liability, **8:2, 8:12, 16:10**

Landlord's liability, **3:18**

Injury caused by nuisance, **8:2, 8:12, 16:10**

Lease/rental agreement restrictions, **5:18**

Noise, **2:14, 3:18, 5:9**

Remedies, **3:18, 16:10**

Types of nuisances, **3:18**

NUMBER OF OCCUPANTS

Lease/rental agreements restricting, **5:18, 18:2**

INDEX

OBJECTIONS

- Forcible entry and detainer, **13:19, 13:35, 13:37**
- Waiver. See WAIVER OF OBJECTIONS

ODORS

- Nuisances, as, **3:18**

OPTIONS TO PURCHASE

- See SALE OF PREMISES

OPTIONS TO RENEW

- See RENEWAL OF AGREEMENT

ORAL AGREEMENTS

- Assignment by tenant, **11:3**
- Lease/rental agreements, **2:2**
 - Inducement to sign agreement not fulfilled, remedies, **2:25**
 - Subsequent oral agreements, **2:9**
 - Written notice of owner's name and address, **2:4**
- Manufactured home parks, forcible entry and detainer, **10:6**
- Renewal of lease/rental agreement, **15:2, 15:3**
- Rent payments
 - Modification of rent, **6:5**
 - Place of payment, **6:6**

ORDINANCES

- Fair housing, **4:2, App A**
- Noise control, **2:14**
- Waste disposal, **5:3**

PAINT

- Landlord's duties, **3:7**
- Disclosure of lead-based paint, **3:5, App E, App F**
 - Form, **App G**
- Lead-based paint
 - Dangers, **3:5, 3:6, App E**
 - Disclosure, required, **3:5, 3:6, App E, App F**
 - Form, **App G**
 - Landlord's liability, **3:5, 8:6**
 - Restriction by lease/rental agreement, **2:17**

PARKING SPACES

- Handicapped persons, accommodating, **4:5**

PAROL EVIDENCE

- Forcible entry and detainer proceedings, **13:18**
- Lease/rental agreements
 - Inducement to sign lease/rental agreement not fulfilled, **2:25**

PAROL EVIDENCE—Cont'd

- Lease/rental agreements—Cont'd
 - Modification of rent amount, **6:5**
 - Unconscionable agreement, **2:6**

PARTIES TO AGREEMENT

- See LEASE/RENTAL AGREEMENTS

PASSKEYS

- Landlord's right to, **5:11**
- Restrictions on use, **2:16, 5:11**
- Retaliatory eviction for failure to provide to landlord, **5:11**
- Tenant not required to provide to landlord, **5:11**

PAYMENT OF RENT

- See RENT

PEACEFUL ENJOYMENT

- See QUIET ENJOYMENT

PERIODIC TENANCY

- Generally, **2:34 to 2:37**
- Creation, **2:35**
- Duration, **2:36**
- Termination, **2:37**
- Notice, **12:2, 20:3**

PERMANENT LEASEHOLDS

- Generally, **2:28 to 2:30, 15:5**
- Creation, **2:28**
- Duration, **2:29**
- Termination, **2:30**

PERPETUAL LEASES

- See PERMANENT LEASEHOLDS

PERSONAL INJURIES, LIABILITY

- See LIABILITY FOR INJURIES

PETITIONS

- See COMPLAINTS

PETS

- Barking dogs as nuisance, **3:18**
- Damage done to premises as ordinary wear and tear, **7:5**
- Deposits for, **6:12**
- Dog bites, liability for injury, **8:6**
- Handicapped persons, companions for, **4:5**
- Lease/rental agreements, **2:10, 5:18, 18:22**
- Seeing-eye dogs, **4:5**

PLEADINGS

- See COMPLAINTS
- Answers. See ANSWERS
- Counterclaims. See COUNTERCLAIMS

PLUMBING

See APPLIANCES AND FIXTURES, generally

POSSESSION OF PREMISES

Abandonment. See ABANDONMENT OF PREMISES
 Acceptance of agreements implied, 2:24
 Constructive eviction. See CONSTRUCTIVE EVICTION
 Defective rental agreements, effect on, 2:4
 Delivery, 3:14
 Failure to deliver, 16:1
 Execution of lease/rental agreement not completed, 6:2
 Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
 Holdover tenants. See HOLDOVER TENANTS
 Landlord's duty to deliver, 3:14
 Failure to deliver, 16:1
 Surrender, 5:14, 12:10

PREMISES

Abandonment. See ABANDONMENT OF PREMISES
 Access by landlord. See ACCESS TO PREMISES
 Air conditioning. See APPLIANCES AND FIXTURES, generally
 Alteration by tenant, 2:17, 5:15, 7:6
 See also WASTE ON PREMISES, generally.
 Consent of landlord, 7:6, 7:7
 Appliances. See APPLIANCES AND FIXTURES
 Barbecue grill, prohibition, 2:21
 Carpet removal by tenant, prohibition, 2:17
 Change in condition, 7:1 to 7:11
 Common areas. See COMMON AREAS
 Damage to. See DESTRUCTION OF PROPERTY
 Delivery of possession, 3:14
 Failure to deliver, 16:1
 Destruction of. See DESTRUCTION OF PROPERTY
 Electrical systems and fixtures. See APPLIANCES AND FIXTURES, generally
 Entry by landlord. See ACCESS TO PREMISES
 Eviction. See FORCIBLE ENTRY AND DETAINER
 Fire risks, restrictions, 5:18

PREMISES—Cont'd

Fixtures. See APPLIANCES AND FIXTURES
 Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
 Gambling on, 2:26, 12:8
 Hazardous conditions, liability for injury, 8:6
 Heating systems. See APPLIANCES AND FIXTURES, generally
 Illegal use of. See ILLEGAL USE OF PREMISES
 Inspection. See INSPECTION OF PREMISES
 Insurance. See INSURANCE
 Latent defects or dangers, landlord's liability, 3:17, 8:2, 16:10
 Liquor sales on, 5:17, 12:8
 Locks, tenant changing, 2:16
 Maintenance. See MAINTENANCE OF PREMISES
 Marijuana cultivation, termination of agreement due to, 12:8
 Number of occupants, restriction, 5:18
 Ordinary wear and tear, 7:5
 Painting. See PAINT, generally
 Pets, damage done by as ordinary wear and tear, 7:5
 Plumbing. See APPLIANCES AND FIXTURES, generally
 Possession. See POSSESSION OF PREMISES
 Prostitution on, 2:26, 12:8
 Repair. See REPAIR OF PREMISES
 Restrictions on use of, 5:16 to 5:19
 Right of entry by landlord. See ACCESS TO PREMISES
 Sale of property by landlord. See SALE OF PREMISES
 Security, landlord's duties, 3:15
 Constructive eviction claim, 13:21
 Surrender of, 5:14, 12:10
 Use of
 Illegal. See ILLEGAL USE OF PREMISES
 Tenant's duties, 5:16 to 5:19
 Ventilating systems. See APPLIANCES AND FIXTURES, generally
 Wallpaper prohibited by lease/rental agreement, 2:17
 Waste disposal. See WASTE DISPOSAL
 Waste on. See WASTE ON PREMISES
 Water supply, 3:11

PROSTITUTION

Premises used for, 2:26, 12:8

INDEX

PUNITIVE DAMAGES

Discriminatory rental practices, **4:2, 4:7**

PURCHASE OF PREMISES

See **SALE OF PREMISES**, generally

QUESTIONS OF LAW AND FACT

Forcible entry and detainer appeals, **13:19**

QUIET ENJOYMENT

Breach of warranty, **2:14, 3:19, 5:9, 16:10**

Common law covenant, **2:14, 3:19**

Definition, **3:19**

History of common law warranty, **1:1**

Landlord's duty to ensure, **3:19, 5:9**

Smoking as breach of, **3:19**

Tenant's duty to preserve, **5:9**

RATIFICATION

Lease/rental agreements, **2:23**

REASSIGNMENT

Generally, **11:10**

RECEIVERSHIP

Tenant's application to court to place premises in receivership, **22:3**

RECORDERS, COUNTY

Leases, recording

Renewal options, effect, **2:4**

Term of three years or more, **2:3**

REFERENCES

Tenant application, **17:1**

REFRIGERATORS

See **APPLIANCES AND FIXTURES**, generally

REMEDIES

Generally, **16:1 to 16:14**

Access to premises

Abuse of landlord's right, **5:15, 16:6**

Refusal to allow access, **16:7**

Attachment, **13:38 to 13:47**

Attorney fees, recovery. See **ATTORNEY FEES**

Avoidance of lease agreements, **2:6, 2:22, 16:1**

Breach of agreement. See **BREACH OF AGREEMENT**, generally

Breach of duty. See **BREACH OF DUTY**, generally

Breach of warranty. See **BREACH OF WARRANTY**, generally

Constructive eviction, **13:14, 16:5**

Damages. See **DAMAGES**

REMEDIES—Cont'd

Defective leases, **2:4**

Delivery of possession

Holdover tenant barring possession, **3:14**

Landlord's failure to deliver, **3:14, 16:1**

Discriminatory rental practices, **4:2, 4:7**

Double damages, security deposit wrongfully withheld, **6:12**

Forcible entry and detainer. See **FORCIBLE ENTRY AND DETAINER**

Garnishment, **13:38 to 13:47**

History of common law remedies, **1:1**

Injunctive relief. See **INJUNCTIVE RELIEF**

Nuisances, **3:18, 16:10**

Purchase option, enforcement, **15:19, 16:9, 22:7**

Renewal option, enforcement, **15:13, 16:9**

Rent delinquency. See **RENT**, at Delinquency, generally

Rent deposit/withholding. See **RENT DEPOSIT/WITHHOLDING**

Retaliatory actions by landlord, **16:8**

Security deposit wrongfully withheld, **6:12, 16:13**

Manufactured home parks, **10:7**

Specific performance. See **SPECIFIC PERFORMANCE**

Student tenants, **6:17**

Unconscionable agreements, **2:6, 16:1**

Unenforceable agreements, **16:1**

Waste on premises, **7:7, 16:11**

RENEWAL OF AGREEMENT

Generally, **15:1 to 15:13**

Abandonment of premises, liability for renewal term, **15:11**

Acceptance, **15:4, 15:9**

Collection of rent as acceptance, **15:3**

Effect, **15:2**

Joint lessees, **15:9**

Notice, **15:5, 15:9**

Two or more lessees, **15:9**

Agent's authority, **15:3**

Assignment of option, **15:5**

Automatic renewal, **12:2, 15:11, 16:9**

Breach of conditional covenants, **15:7**

Breach of option by landlord, **15:13, 16:9**

Counterclaim to forcible entry and detainer, **13:14**

Conditional options to renew, **15:6**

Breach of conditions, **15:7**

RENEWAL OF AGREEMENT—Cont'd

Extension of lease term, **18:11**
 Form, **18:10**
 Formal requisites, **15:2**
 Holding over as implied renewal, **5:14, 15:10, 16:9**
 Implied agreement, **15:1, 15:9, 15:10**
 Joint lessees, **15:9**
 Landlord's election not to renew, **15:8**
 Late exercise of option, **15:12**
 Mutual agreement required, **15:1, 15:4, 15:6, 15:8**
 Notice of renewal, **12:2, 15:5, 15:9**
 Number of renewals allowed, **15:5**
 Options to renew, **2:4, 15:4 to 15:13**
 Acceptance. See Acceptance, this heading
 Ambiguous or vague provisions, **15:4, 16:9**
 Assignment, **15:6**
 Breach of conditional covenants, **15:7**
 Breach of option by landlord, **15:13, 16:9**
 Counterclaim to forcible entry and detainer, **13:14**
 Clause in lease/rental agreement, **12:2, 15:4**
 Conditional option, **15:6, 15:7**
 Conditional options, **15:6**
 Breach of conditions, **15:7**
 Joint lessees, **15:9**
 Late exercise of option, **15:12**
 Notice of acceptance, **15:5, 15:9**
 Number of renewals allowed, **15:5**
 Recording, **2:4**
 Sale of premises, effect, **2:4, 15:5**
 Specific performance to enforce, **15:13, 16:9**
 Time limitations, **15:11**
 Two or more lessees, **15:9**
 Oral agreements, **15:2, 15:3**
 Perpetual renewal, **2:28, 15:5**
 Sale of premises, effect, **2:4, 15:5**
 Sublessee's authority to renew, **15:3, 15:5**
 Supplemental agreements to renew, **15:3**
 Terms of agreement, **15:3, 15:5**
 Time limitations, **15:12**
 Two or more lessees, **15:9**

RENT

Generally, **6:1 to 6:17**
 Advance payment, **6:7**
 Recovery by tenant, **6:11**
 See also Recovery by tenant, this heading.

RENT—Cont'd

Amount
 Control, **6:15**
 Increase. See Increase, this heading
 Lease/rental agreement provisions, **6:4, 18:1, 18:2**
 Modification, **6:5**
 Reduction, application for court order, **16:2, 16:6, 22:3**
 Apportionment, **6:16**
 Arrearages. See Delinquency, this heading
 Assignee collecting, **6:3**
 Attachment to collect, **13:38 to 13:47**
 Bankruptcy, tenant's obligation during assumption or rejection period, **14:9, 14:11**
 Cash payments, **6:9**
 Checks as payment, **6:9**
 Bad check charge, lease/rental agreement clause, **18:2**
 Collection, **6:6, 6:8**
 See also Payment, this heading.
 Control, **6:15**
 Death of tenant during term of agreement, liability for rent, **6:2**
 Definition, **5:12, 6:1**
 Delinquency
 Acceptance of back rent payments, effect on notice to vacate, **5:12**
 Acceptance of late payments over period of time, **6:7**
 Attachment to collect, **13:38 to 13:47**
 Defense of uninhabitability, **5:12**
 Fair Debt Collection Practices Act, applicability, **13:36**
 Forcible entry and detainer, grounds for, **6:2, 13:3, 16:4**
 HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
 Partial payments, **6:2, 6:5**
 Forfeiture of agreement, **12:5**
 Garnishment to collect, **13:38 to 13:47**
 HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
 Late charges
 Lease/rental agreement clause, **18:2**
 Waiver, **5:12**
 Lock-out provisions in lease/rental agreement, **2:7, 5:12**
 Partial payments, **6:2, 6:5**
 Purchase option, effect on, **15:16**

INDEX

RENT—Cont'd

Delinquency—Cont'd
 Recovery by landlord. See Recovery by landlord, this heading
 Security deposit applied to, **6:10, 6:12**
 Unconscionable provisions, **2:6**
Deposit forms, **21:1 to 21:5**
Deposit of payment in landlord's account, **6:8**
Deposit with court. See RENT DEPOSIT/WITHHOLDING
Distress. See Seizure of tenant's possessions to secure rent, this heading
Failure to pay. See Delinquency, this heading
Garnishment to collect, **13:38 to 13:47**
Goods delivered by tenant in lieu of rent payment, **6:1, 6:9**
Guarantors, liability for payment, **6:2**
Holiday, rent due on, **6:7**
HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
Increase
 Heating fuel cost increase, due to, **6:4**
 Improvement costs, to cover, **5:6**
 Operational costs, to cover, **5:6**
 Retaliatory action, **5:6, 12:4**
 Tax increase, due to, **6:4, 9:9**
 Unconscionable, **5:6**
Last month's rent, security deposit applied to, **6:10**
Late payments. See Delinquency, this heading
Liability for payment, **5:12, 6:2**
 Appropriation of property, **7:10**
 Assignment by tenant, **11:2, 11:3, 11:7, 16:12, 18:12, 18:16**
 Back due rent, **11:9**
 Condemnation of property, **7:10**
 Death of tenant, **6:2**
 Destruction of property. See DESTRUCTION OF PROPERTY, at Rent payments, liability
 Guarantor, **6:2**
 Holdover tenants, **5:14, 16:9**
 Landlord's duty to repair, **3:7**
 Roommate, **11:2**
 Sublease by tenant, **11:2, 11:14, 16:12**
 Eviction of sublessee, **11:15**
Lien of landlord, **6:13**
Mailing payments, **6:8**
Medium of payment, **6:9**
Mode of payment, **6:8**

RENT—Cont'd

Modification of amount, **6:5**
 Increase. See Increase, this heading
 Reduction, application for court order, **16:2, 16:6, 22:3**
Money orders as payment, **6:9**
New owner
 Method of payment, **6:6**
 Right to collect rent, **6:3, 20:4, 20:5**
Nonpayment. See Delinquency, this heading
Oral agreements
 Modification of rent, **6:5**
 Place of payment, **6:6**
Partial payments, **6:2, 6:5**
Payment, **6:2 to 6:11**
 Advance payment, **6:7**
 Recovery. See Recovery by tenant, this heading
 Agent, to, **6:6**
 Assignee, to, **6:3**
 Attachment, **13:38 to 13:47**
 Common law duty, **5:12**
 Death of tenant, liability for payment, **6:2**
 Delinquency. See Delinquency, this heading
 Deposit in landlord's account, **6:8**
 Duty of tenant to pay rent. See Liability for payment, this heading
 Eviction, subsequent to, **6:2**
 Garnishment, **13:38 to 13:47**
 Goods delivered by tenant in lieu of payment, **6:1, 6:9**
 HUD assistance payments, effect of acceptance as partial payment of rent, **6:5**
 Landlord's duty to collect rent, **6:6, 6:8**
 Lease/rental agreement provisions, **2:7, 5:12**
 Liability for. See Liability for payment, this heading
 Mailing payment, **6:8**
 Medium of payment, **6:9**
 Mode of payment, **6:8**
 New owner, collection by, **6:3, 6:6, 20:4, 20:5**
 Partial payments, **6:2, 6:5**
 Place of payment, **6:6**
 Recovery of advance payments. See Recovery by tenant, this heading
 Refusal by landlord, tenant's protest, **19:4**

RENT—Cont'd

Payment, **6:2 to 6:11**—Cont'd
 Services by tenant in lieu of payment, **5:12, 6:1, 6:9**
 Time of payment, **6:7**
 Place of payment, **6:6**
 Possession of premises pending execution of agreement, liability, **6:2**
 Recovery by landlord, **6:2, 16:4**
 Abandonment of premises, **2:13**
 Agent acting in own name, **6:3**
 Assignee, by, **6:3**
 Distress. See Seizure of tenant's possessions to secure rent, this heading
 Eviction, subsequent to, **6:2**
 Seizure of tenant's possessions, **2:7, 5:12, 6:14, 13:25**
 Waiver of right to recover, **12:6**
 Recovery by tenant, **6:11**
 Condemnation of property, **7:10**
 Destruction of property by act of nature, **7:3**
 Inducement to sign agreement not fulfilled, **2:25**
 Reduction of amount
 Application for court order, **16:2, 16:6, 22:3**
 Refusal of landlord to accept, tenant's protest, **19:4**
 Right to receive, **5:12, 6:3, 20:4, 20:5**
 Roommates occupying premises, liability, **6:2**
 Security deposit applied to, **6:10, 6:12**
 Seizure of tenant's possessions to secure rent, **2:7, 5:12, 6:14, 13:25**
 Damages and attorney fees recoverable, **13:25, 16:5**
 Services by tenant in lieu of rent payment, **5:12, 6:1, 6:9**
 Strike. See RENT DEPOSIT/ WITHHOLDING
 Sunday, rent due on, **6:7**
 Time of payment, **6:7**
 Withholding. See RENT DEPOSIT/ WITHHOLDING

RENT CONTROL

Generally, **6:15**

RENT DEPOSIT/ WITHHOLDING

Generally, **6:17, 16:14, 21:1 to 21:5**
 Abuse of right of entry as grounds, **16:6**
 Agreements prohibiting, unenforceable, **2:5**
 Applicability of statute, **6:17**

RENT DEPOSIT/ WITHHOLDING

—Cont'd
 Application for release of deposited rent, **6:17, 16:14**
 Answer and counterclaim by tenant, **21:4**
 Landlord's application, **21:1**
 Partial release, **21:3**
 Tenant's application, **21:2**
 Bad faith action by tenant, **6:17, 16:14**
 Breach of landlord's duty as grounds, **6:17, 16:2**
 Code violations as grounds, **3:4, 6:17, 16:2**
 Defense of landlord, **6:17, 16:14**
 Code violations immaterial, **3:4**
 Fewer than three rental units, statute inapplicable, **6:17**
 Forcible entry and detainer action subsequent to deposit, **13:11, 13:13**
 Grounds for, **6:17, 16:2**
 Abuse of right of entry, **16:6**
 Manufactured home parks, **10:8**
 Mail, deposit by, **6:17**
 Notice to landlord, **6:17**
 Manufactured home parks, **10:8**
 Waiver of obligation to give notice, **10:3**
 Waiver of obligation to give notice, **3:3**
 Manufactured home park operators, **10:3**
 Partial release of deposited rent, **6:17, 16:14**
 Application for release, **21:3**
 Partial repair of premises, **6:17**
 Release of deposited rent, **6:17, 16:14**
 Answer and counterclaim by tenant, **21:4**
 Application for. See Application for release of deposited rent, this heading
 Grounds for, **6:17**
 Partial release, **6:17**
 Repair of premises, for, **6:17, 16:2, 22:3**
 Stipulation and waiver to release, **21:5**
 Repairs, landlord's failure to make, **5:12, 16:2**
 Student tenants, statute inapplicable, **6:17**
 Trials on application for release, **16:14**
 Wrongful withholding, **6:17, 16:14**

RENT STRIKE

See RENT DEPOSIT/ WITHHOLDING

INDEX

RENTAL AGREEMENTS

See LEASE/RENTAL AGREEMENTS
Assignment. See ASSIGNMENT
Breach. See BREACH OF AGREEMENT
Renewal. See RENEWAL OF AGREEMENT
Subleases. See SUBLEASES
Termination. See TERMINATION OF AGREEMENT

RENTAL BROKERS

Fee reduction or modification, 6:5

RENTERS

See TENANTS

RENTER'S INSURANCE

Generally, 9:3 to 9:5

REPAIR OF PREMISES

See also MAINTENANCE OF PREMISES

Access to premises, 5:11

See also ACCESS TO PREMISES, generally.

Appliances and fixtures. See APPLIANCES AND FIXTURES, at Maintenance and repair

Contractors

Exhibiting premises to, right of entry, 3:12

Liability for injury caused by, 3:7, 3:20, 8:9

Custodian, by; liability of landlord for negligence, 8:8

Failure to make repairs, 16:2

Constructive eviction claim, 13:24

Court order to compel repairs, application for, 22:3

Liability for injury, 8:4

Termination of agreement, tenant's notice, 19:3

Withholding rent, 5:12

Landlord's duties, 3:7

Access to premises. See ACCESS TO PREMISES, generally

Appliances and fixtures, 2:18, 3:9

Common areas, 3:8

Common law duties, 3:20

Failure to make repairs. See Failure to make repairs, this heading

Lease provision negating prohibited, 12:6

Negligent repairs, liability for injury, 3:7, 3:20, 8:7 to 8:9

Tax deduction, 9:19

REPAIR OF PREMISES—Cont'd

Negligent repairs, liability for injury, 3:7, 3:20, 8:7 to 8:9
Notice to landlord of conditions needing repair, 8:6, 19:2
Right of entry by landlord, 5:11
See also ACCESS TO PREMISES, generally.
Tenant's duties, 5:13
Ordinary wear and tear, 7:5

RE-RENT FEES

Generally, 6:12

RESIDENTIAL PREMISES

See PREMISES, generally

RESTRANDING ORDERS

Discriminatory rental practices, 4:2

RESTRICTIVE COVENANTS

Generally, 5:16 to 5:19

Assumption of lessee's covenants by assignee, 18:16

RETALIATORY ACTIONS BY LANDLORDS

Generally, 12:4, 16:8

Attorney fees, recovery by tenant, 13:14, 16:8

Damages recoverable, 16:8

Defense to forcible entry and detainer, 13:13, 16:8

Eviction. See RETALIATORY EVICTION

Injunctive relief, 16:8

Protest by tenant, 19:5

Remedies, 16:8

Rent increase, 5:6, 12:4

Services, decrease, 12:4

RETALIATORY EVICTION

Generally, 12:4

Attorney fees, recovery by tenant, 13:14

Defense, as, 13:13, 16:8

Passkey, failure to provide to landlord, 5:11

Protest by tenant, 19:5

RIGHT OF ENTRY

See ACCESS TO PREMISES

ROOMMATES

Liability for rent, 11:2

Occupying premises without consent of landlord, 6:2

SAFETY CODES

See HEALTH AND SAFETY CODES

SALE OF PREMISES

Access to premises to show prospective buyers, **3:12, 5:11**
 Collection of rent by new owner, **6:3, 20:4, 20:5**
 Fit and habitable condition, **3:7**
 Forcible entry and detainer, **12:11**
 Insurance maintained by tenant, continuation, **9:7**
 Notice that premises under lease, **12:11**
 Options to purchase, **15:14 to 15:19**
 Abandonment of option, **15:16**
 Abandonment of premises, effect, **15:18**
 Assignee's right to exercise, **15:19**
 Breach of option by landlord, **15:19, 16:9, 22:7**
 Counterclaim to forcible entry and detainer, **13:14**
 Damages recoverable, **15:19**
 Clause in lease/rental agreement, **15:14, 18:18 to 18:21**
 Construction of option, **15:15**
 Death of landlord, effect, **15:19**
 Enforcement, **15:19, 16:9, 22:7**
 Exercise of option, **15:16, 15:17**
 Extension, **15:17**
 First refusal, form, **15:15, 18:20**
 Notice of election to exercise option, **18:21**
 Rent delinquency, effect, **15:16**
 Specific performance to enforce option, **15:19, 16:9, 22:7**
 Tax liability, **9:9**
 Termination of option, **15:18**
 Time limitation, **15:16**
 Recovery of rent by assignee, **6:3**
 Renewal options, effect on, **2:4, 15:5**
 Security deposit, liability for returning, **6:12**
 Termination of lease/rental agreement, **12:11**

SECURITY DEPOSITS

Generally, **6:12**
 Address, forwarding or new address, tenant to provide, **6:12**
 Agent of landlord, tenant providing forwarding or new address to, **6:12**
 Application fees as, **6:12**
 Cleaning costs, applied to, **6:12**
 Damages, applied to, **6:12, 16:11**
 Deductions, **6:12**
 Failure to provide itemization and notice, **6:12, 16:13**

SECURITY DEPOSITS—Cont'd

Definition, **6:12**
 Manufactured home parks, **10:7**
 Double damages, security deposit wrongfully withheld, **6:12**
 Forwarding or new address, tenant to provide, **6:12, 19:6**
 Manufactured home parks, **10:7**
 Interest, **6:12, 16:13**
 Itemization of deductions, **6:12**
 Failure to provide, **6:12, 16:13**
 Last month's rent, applied to, **6:10**
 Lease/rental agreement clauses, **6:12**
 Application to last month's rent, **6:10**
 Liquidated damages clauses in lease/rental agreements, **6:12**
 Manufactured home parks, **10:7**
 Multiple tenants, return of partial deposit when one leaves, **6:12**
 Notice of deductions, **6:12**
 Failure to give, **6:12, 16:13**
 Payment implying acceptance of lease/rental agreements, **2:24**
 Pets, for, **6:12**
 Receipt clause in lease/rental agreement, **18:1, 18:2**
 Rent due, deposit applied to, **6:10, 6:12**
 Return of deposit, request for, **19:7**
 Sale of premises, liability for returning deposit, **6:12**
 Wear and tear, applied to, **6:12**
 Wrongful withholding, **6:12, 16:13**
 Complaint, **22:4**
 Counterclaim to forcible entry and detainer, **13:14**
 Manufactured home parks, **10:7**

SECURITY OF PREMISES

Landlord's duties, **3:15**
 Constructive eviction claim, **13:21**

SEIZURE

Tenant's possessions, to recover rent, **2:7, 5:12, 6:14, 13:25**
 Damages and attorney fees recoverable, **13:25, 16:5**

SELF-HELP EVICTION

See also LOCK-OUTS, generally
 Damages and attorney fees recoverable, **13:25**
 Definition, **13:1**
 Prohibition, **13:1, 13:25**

SERVICE OF PROCESS

Forcible entry and detainer proceedings.
 See FORCIBLE ENTRY AND DETAINER

INDEX

- SIDEWALKS**
Injury caused by, liability, **8:12**
- SIGNATURES**
Assignment by tenants, **11:3**
Lease/rental agreements, **2:3, 2:24**
Absence of signature, **2:4, 16:1**
Agent executing agreement, **2:23, 18:2**
- SLIP AND FALL**
Liability for injury, **3:7, 8:6**
Failure to repair premises, **8:4**
- SMOKE DETECTORS**
Installation, requirement, **8:6**
- SMOKING**
Breach of quiet enjoyment, as, **3:19**
Prohibited by lease/rental agreements, **2:20**
- SNOW**
See ICE AND SNOW
- SPECIFIC PERFORMANCE**
Assignment by tenant, enforcement, **11:3, 16:12**
Purchase option, enforcement, **15:19, 16:9, 22:7**
Renewal option, enforcement, **15:13, 16:9**
- SPOUSES**
Separated, liability for damage to or destruction of leased premises, **5:7**
- STAIRWAYS**
Liability for injury, **8:6**
- STATUTE OF FRAUDS**
Assignment by tenants, applicability to, **11:3**
Lease/rental agreements, applicability to, **2:2, 2:3**
- STATUTORY EVICTION**
See FORCIBLE ENTRY AND DETAINER
- STOVES**
See APPLIANCES AND FIXTURES, generally
- STUDENT TENANTS**
Definition, **12:12**
Forcible entry and detainer, **12:12, 13:3**
Remedies for landlord's breach of duty or agreement, **6:17**
Rent deposit/withholding, applicability, **6:17**
- SUBLEASES**
Generally, **11:11 to 11:16**
Assignment as breach of sublease prohibition, **11:5**
Assignment distinguished from, **11:2**
Assumption of original lease/rental agreement, **11:15**
Consent of landlord, **2:12, 11:13, 16:12, 18:17**
Definition, **11:2, 11:11**
Destruction of property by sublessee, liability, **11:16**
Forcible entry and detainer, applicability to sublessee, **13:20**
Illegal activity by sublessee, **12:8**
Liability of sublessee, **11:15, 11:16**
Refusal by landlord, **2:12, 11:13**
Renewal of original agreement, sublessee's authority, **15:3, 15:5**
Rent payments, liability, **11:2, 11:14, 16:12**
Eviction of sublessee, **11:15**
Restrictions, **2:12, 11:12**
Waiver, **11:13**
Rights of sublessee, **11:16**
Termination, **11:16**
Waiver of objection, **11:13**
- SUITS**
See REMEDIES
- SUMMONS**
Forcible entry and detainer, **13:11, 13:31**
Improper service as defense, **13:13**
- SUNDAY**
Rent due on, **6:7**
- SUPERINTENDENTS**
See AGENTS, generally
- SURRENDER OF PREMISES**
Generally, **5:14, 12:10**
- TAXES**
Generally, **9:1 to 9:22**
Advertising deductions, **9:13**
Cleaning and maintenance deductions, **9:15**
Deductions, **9:12 to 9:22**
Depreciation of property, **9:12**
Increase, rent increase due to, **6:4, 9:9**
Insurance premium deductions, **9:17**
Lease/rental agreement provisions, **9:9, 9:10**
Legal and other profession fees deductions, **9:18**
Nonpayment by landlord, effect on tenant, **9:9**

TAXES—Cont'd

- Option to purchase held by tenant, effect, **9:9**
- Profession fee deductions, **9:18**
- Repair costs, deduction, **9:19**
- Supply deductions, **9:20**
- Tenant's liability for payment, **9:9**
- Travel deductions, **9:14**
- Valuation of property, **9:11**
- Wage and salary deductions, **9:22**

TEMPORARY RESTRAINING ORDERS

- Discriminatory rental practices, **4:2**

TENANCY AT SUFFERANCE

- Generally, **2:41, 2:42**
- See also **HOLDOVER TENANTS**
- Creation, **2:41**
- Duration and termination, **2:42**

TENANCY AT WILL

- Generally, **2:38 to 2:40**
- Creation, **2:38**
- Duration, **2:39**
- Possession of premises pending execution of lease/rental agreements, **6:2**
- Termination, **2:40**

TENANCY FOR YEARS

- Generally, **2:31 to 2:33**
- Creation, **2:31**
- Duration, **2:32**
- Termination, **2:33**
- Notice, **12:2**

TENANT LETTERS

- Generally, **19:1 to 19:11**

TENANTS

- Accommodations request, **19:9**
- Address, forwarding or new address, tenant to provide, **6:12**
- Agreement. See **LEASE/RENTAL AGREEMENTS**
- Application for tenancy, **17:1**
- Discriminatory rental practices, prohibition and remedies, **4:2, 4:3**
- Fee as security deposit, **6:12**
- Assignment. See **ASSIGNMENT**
- Bankruptcy, **14:1 to 14:10**
 - See also **BANKRUPTCY**, generally.
- Collective negotiations, retaliatory actions by landlord, **12:4**
- Death during term of agreement
- Assignment of interest in lease/rental agreement, **11:4**

TENANTS—Cont'd

- Death during term of agreement
- Cont'd
- Rental payments as claims against estate, **6:2**
- Definition
- Student tenants, **12:12**
- Duties. See **TENANT'S DUTIES**
- Forwarding or new address, tenant to provide, **6:12, 19:6**
- Holdover tenants. See **HOLDOVER TENANTS**
- Letters, generally, **19:1 to 19:11**
- Liability. See **LIABILITY**
- Section 8, notice of termination, **19:11**
- Student. See **STUDENT TENANTS**
- Subleases. See **SUBLEASES**

TENANT'S DUTIES

- Generally, **5:1 to 5:19**
- Access by landlord, allowing, **5:11**
 - See also **ACCESS TO PREMISES**, generally.
- Appliances and fixtures. See **APPLIANCES AND FIXTURES**
- Assumption by landlord, **5:12**
- Breach of duty. See **BREACH OF DUTY**
- Building codes, compliance, **5:6**
- Common law duties, **5:12 to 5:15**
- Destruction or damaging of premises, prevention, **5:7, 5:15**
 - See also **WASTE ON PREMISES**, generally.
- Drug offenses or controlled substances, violation of state laws involving as grounds for eviction, **5:10, 12:8, 13:3**
- Notice to vacate, **13:5**
- Failure to perform. See **BREACH OF DUTY**
- Health codes, compliance, **5:6**
- Housing code, compliance, **5:6**
- Ice and snow removal, **5:2**
- Maintenance of premises, **5:2**
 - Appliances, **5:8, 5:13**
- Manufactured home park residents, **10:5**
- Payment of rent. See **RENT**, at **Liability for payment**
- Quiet enjoyment, preservation, **5:9**
- Repair of premises, **5:13**
 - Ordinary wear and tear, **7:5**
- Safety codes, compliance, **5:6**
- Statutory duties, **5:2 to 5:11**
- Use of premises, **5:16 to 5:19**

INDEX

TENANT'S DUTIES—Cont'd
Violation of duties. See BREACH OF DUTY
Waste disposal, 5:3
Waste on premises, preventing. See WASTE ON PREMISES, generally

TERM OF AGREEMENT
See LEASE/RENTAL AGREEMENTS

TERMINATION OF AGREEMENT
Automatic termination, 12:6
Bankruptcy, effect
 Landlord's, 14:11
 Tenant's, 14:1
Breach of agreement, 12:3 to 12:5
Comparison of procedures for private and public housing, App B
Condition subsequent clause, 12:6
Conditional limitation clause, 12:6
Destruction of property, 12:9
Eviction. See FORCIBLE ENTRY AND DETAINER
Expiration, 12:2
Foreclosures, 19:10, 19:11
Forfeiture of agreement, 12:3 to 12:5
 Automatic forfeiture, 12:6
 Definition, 12:3
 Landlord forfeiting agreement, 12:4
 Abuse of right of entry, 16:6
 Breach of landlord's duties, 16:2, 19:3
 Retaliatory actions by landlord, 12:4, 16:8
 Tenant forfeiting agreement, 12:5
 Access to premises refused, 16:7
 Breach of duties, 16:3
 Illegal use of premises. See ILLEGAL USE OF PREMISES
Illegal use of premises. See ILLEGAL USE OF PREMISES
Inventory checklist, 20:7
Landlord's move-out letter to tenant, 20:6
Notice, 12:2
 Commercial leases, 2:37
 Foreclosure, 19:10, 19:11
 Periodic tenancy, 2:37, 13:5, 20:3
 Section 8, 19:11
 Tenancy at sufferance, 2:42
 Tenancy at will, 2:40
 Tenancy for years, 2:33
 Time, miscalculation by tenant, 12:2
Periodic tenancy, 2:37, 20:3
Permanent leaseholds, 2:30
Perpetual leases, 2:30

TERMINATION OF AGREEMENT

—Cont'd
Private housing, App B
Public housing, App B
Retaliatory acts by landlord, due to, 12:4, 16:8
Sale of premises, 12:11
Section 8, 19:11
Sublease, 11:16
Surrender of premises, 5:14, 12:10
Tenancy at sufferance, 2:42
Tenancy at will, 2:40
Tenancy for years, 2:33
Unconscionable provisions, 2:6, 12:4
Wrongful termination, counterclaim to forcible entry and detainer, 13:14

TERMINATION OF LANDLORD-TENANT RELATIONSHIP

Generally, 12:1 to 12:12
Expiration of lease/rental agreement term, 12:2

TRANSFER OF INTEREST BY LANDLORD/TENANT

Generally, 11:1

TRASH DISPOSAL

See WASTE DISPOSAL

TRESPASS

Holdover tenants as trespassers, 5:14, 16:9
Liability for injury to trespassers, 8:11
Nuisance maintained by landlord, 3:18
Roommate occupying premises without consent of landlord, 6:2

TRIALS

Forcible entry and detainer. See FORCIBLE ENTRY AND DETAINER
Rent deposit with court, application for release, 16:14

UNDUE INFLUENCE

Counterclaim to forcible entry and detainer, 13:14
Execution of lease/rental agreements, 2:25, 16:1

VALIDITY OF AGREEMENT

See LEASE/RENTAL AGREEMENTS

VENTILATING SYSTEMS

See APPLIANCES AND FIXTURES, generally

WAIVER

- Assignment by tenant, waiver of objection, **11:6**
- Jury trial in forcible entry and detainer proceeding, **13:15**
- Landlord's duties waived in exchange for free or reduced rent, **2:11, 16:1**
- Late fees, **5:12**
- Rent deposit with court
 - Release of deposit, **21:1**
 - Right to make deposit, waiver provision in lease agreement unenforceable, **2:5**
- Restrictions, **16:1**
- Sublease, waiver of objection, **11:13**

WARRANTY

- Breach. See BREACH OF WARRANTY
- Habitability. See HABITABILITY, WARRANTY OF
- Quiet enjoyment. See QUIET ENJOYMENT

WASTE DISPOSAL

- Landlord's duties, **3:10, 5:3**
- Lease/rental agreement provisions, **2:19, 5:3**
- Ordinances, **2:19, 5:3**

WASTE DISPOSAL—Cont'd

- Receptacles
 - Landlord's duty to provide, **3:10**
 - Tenant's duty to provide, **5:3**
 - Tenant's duties, **5:3**

WASTE ON PREMISES

- Alterations by tenant, **2:17, 7:6, 7:7**
- Common law rule, **5:15, 7:7**
- Damages recoverable, **5:15, 7:7, 16:11**
- Definition, **5:7, 5:15, 7:7**
- Forcible entry and detainer, grounds for, **5:15, 16:11**
- Injunctive relief, **7:7, 16:11**
- Lease/rental agreement provisions, **5:15, 18:2**
- Negligence, **5:7, 5:15, 16:11**
- Remedies of landlord, **7:7, 16:11**

WATER SUPPLY

- Hot water heater, repair and maintenance, **3:9**
- Landlord's duty to provide, **3:11**
- Manufactured home park operators' duty to pay water meter reading charges, **10:4**

WITHHOLDING RENT

- See RENT DEPOSIT/WITHHOLDING