



HOUSING HIGHLIGHTS

Landlord Retaliation

Landlord retaliation occurs when a landlord tries to evict a tenant or change the terms of a tenant's lease to get back at a tenant who has done something to protect his or her rights. If your landlord is trying to get back at you because you called the building inspector, accused him of discriminating against you, participated in a tenant's rights group, or did something else to protect your rights as a tenant, it may be landlord retaliation.

For an example of how retaliation might occur, let's look at what happened to Katie:

Katie has been living in her apartment for almost a year. She has always paid her rent on time and has gotten along with her landlord who lives out of town.

Two months ago Katie noticed that there was sewage backup in her basement. She told her landlord right away. After a month had passed and Katie had sent a follow-up letter to the landlord, Katie realized that her landlord was not going to do anything about the sewage problem. She called the health department. The health department also found peeling lead paint in her apartment and told Katie that a letter would be sent to the landlord telling him that both the sewage problem and the lead paint problem had to be corrected. Three weeks after the health department inspected her apartment, Katie received a letter from the landlord telling her that she had to move. The notice said Katie had to move because her neighbors had been complaining about noise. Katie thinks the real reason her landlord wants her to move is because she reported him to the health department.

Landlord retaliation can take many forms. The most common ways landlords attempt to retaliate against tenants are by starting an eviction action or by changing the terms of the tenancy. A landlord might change the terms of a tenancy by raising the rent or by telling the tenant that the water bill or some other fee is now the tenant's responsibility. If you believe that your landlord is trying to retaliate against you, you may want to call Neighborhood Legal Services for assistance. If your landlord starts an eviction action against you, you should tell your attorney or the judge if you think your landlord has started the eviction action for retaliatory reasons. However, you should know that although landlord retaliation is often unlawful, it is not a complete defense to an eviction proceeding.

If your landlord tries to evict you or change your lease within six months of the time you tried to protect your rights (for example, by calling the building inspectors) the Court will assume your landlord is acting in retaliation. Your landlord is then given the chance in court to prove that there is a valid, non-retaliatory reason for evicting you. If the landlord is able to prove this to the judge's satisfaction, the judge may decide that the landlord can evict the tenant. Let's use Katie's situation as an example:

Katie's landlord filed an eviction action against her when she refused to move. Katie called Neighborhood Legal Services when she got her court papers. Her lawyer told her which papers to bring to court. The lawyer also told Katie to see if any of the other tenants in the building would be willing to go to court with her. In court, Katie's landlord told the judge that he was evicting Katie because of noise complaints from other tenants.

Katie had brought her next-door neighbor with her to court and the neighbor testified that Katie was always quiet and considerate and that she had never complained to the landlord about noise from Katie's apartment. Katie also showed the judge the letters she had received from the health department telling the landlord that he had to correct the sewage and lead paint problems.

If the judge finds the landlord's non-retaliatory reason for bringing the eviction believable, the landlord may still be able to evict the tenant. That is why landlord retaliation is not a complete defense to an eviction

Not only is landlord retaliation not a complete defense, in some cases it is not a defense at all. If Katie was living in an apartment building with four or less apartments and her landlord also lived there, the laws prohibiting landlord retaliation would not apply. Or if the landlord could prove that Katie had caused the damage to her apartment, landlord retaliation might not be a defense. The law about landlord retaliation is complicated. *It only applies in certain cases and even then it is not an absolute.*

Even if you think your landlord is trying to retaliate

against you, you must still pay your rent. However, if your landlord is trying to increase your rent in retaliation, you are not required to pay the extra charges. If you are unsure about your situation you should consult an attorney. **You can reach Neighborhood Legal Services at 847-0650.**

The judge in Katie's eviction case asked the landlord where he lived. Then the judge told the landlord that he was going to throw out the eviction case against Katie because he felt the landlord was acting in retaliation. The judge suggested that Katie, her lawyer and the landlord try to work out an agreement in the case before he made a final decision. Katie decided that she did not want to stay in the apartment with her young daughter while the landlord was removing lead paint. The landlord agreed to give Katie 45 days to move. He also agreed that Katie only had to pay half the rent for the last month because he had not fixed the sewage problem. Katie was happy with the outcome and quickly found a better apartment.

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