

LANDLORD'S DEFENSES

ETRA	Lock-Out	Rent Escrow	TRA
<p>1. Tenant caused the damage: LL needs to prove that the T did it and that T's conduct was deliberate or negligent; Defense does not relieve LL of duty to repair; Defense may have an effect on the amount of rent abatement.</p>	<p>1. Tenant caused lock-out: <u>actual:</u> T lost key. Not a defense if T Informs LL that T has lost key and needs to get back to apartment. <u>Constructive:</u> T is responsible for paying utilities. Not a defense if there is a shared meter or lease states LL pay for utilities and LL fails to pay.</p>	<p>1. Tenant caused the damage: LL needs to prove that the T did it and that T's conduct was deliberate or negligent; Defense does not relieve LL of duty to repair; Defense may have an effect on the amount of rent abatement.</p>	<p>1. Tenant cause the damage: LL needs to prove that the T did it and that T's conduct was deliberate or negligent; Defense does not relieve LL of duty to repair; Defense may have an effect on the amount of rent abatement.</p>
<p>2. Damage was existent when Tenant moved in: "As is" is not a defense. In fact, an admission that LL knew about the repairs for purposes of notice.</p>	<p>2. Tenant is wasting utilities and LL pays. Not a defense and if LL turns off utility T can assert bad faith.</p>	<p>2. Damage was existent when Tenant moved in: "As is" is not a defense. In fact, an admission that LL knew about the repairs for purposes of notice.</p>	<p>2. Damage was existent when Tenant moved in: "As is" is not a defense. In fact, an admission that LL knew about the repairs for purposes of notice</p>
<p>3. The damage is not that bad. Not a defense for LL; does not relieve LL of duty to make repairs. It may have an effect on the amount of rent abatement.</p>	<p>3. Utility is not needed: Not a defense if utility should be provided, e.g. heat during winter months but not during summer months.</p>	<p>3. The damage is not that bad. Not a defense for LL; does not relieve LL of duty to make repairs. It may be have an effect on the amount of rent abatement.</p>	<p>3. The damage is not that bad. Not a defense for LL; does not relieve LL of duty to make repairs. It may be have an effect on the amount of rent abatement.</p>
<p>4. Plaintiff is not a tenant: Is a defense. However, T can prove lease via rental agreement or rent receipts, shelter verification forms or witnesses to any oral lease or agreement. Even if money doesn't change hands or T doesn't have possession of</p>	<p>4. Plaintiff is not a tenant: Is a defense. However, T can prove lease via rental agreement or rent receipts, shelter verification forms or witnesses to any oral lease or agreement. Even if money doesn't change hands or T doesn't have possession of</p>	<p>4. Plaintiff is not a tenant: Is a defense. However, T can prove lease via rental agreement or rent receipts, shelter verification forms or witnesses to any oral lease or agreement. Even if money doesn't change hands or T doesn't have possession of</p>	<p>4. Plaintiff is not a tenant: Is a defense. However, T can prove lease via rental agreement or rent receipts, shelter verification forms or witnesses to any oral lease or agreement. Even if money doesn't change hands or T doesn't have possession of</p>

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property yet Court can find tenancy if there is clearly an agreement	property yet Court can find tenancy if there is clearly an agreement	property yet Court can find tenancy if there is clearly an agreement	property yet Court can find tenancy if there is clearly an agreement
5. Repairs are not emergency loss of services or facilities: Loss of services and facilities is not limited to utility loss. It can be a loss of home due to condemnation based on health and safety violations.			

Presented by Charlene F. D'Cruz at HCBA, LL/T seminar, January 17, 1997
 Revised by Lawrence R. McDonough, October 24, 2000