Landlords and tenants often have disputes about who should repair the premises. In general, tenants are expected to keep the property in good condition and to repair minor problems before they escalate.

Tenants are not usually responsible for “fair wear and tear” which is damage caused by ordinary use or by natural forces. Defining this can be another source of problems. Was the damage one that might be expected, e.g., carpet worn by walking, or was it caused by the tenant’s carelessness, e.g., holes in walls from hammering nails? The tenant is responsible for repairing damage that is not “fair wear and tear”.

If the tenant reports a problem to the landlord, and the landlord does not fix it, then the tenant may be entitled to make the repair and deduct the cost from the rent. The tenant must alert the landlord first, preferably in writing.

Tip: Avoid controversy — make sure there is a clause into your lease outlining what repairs you are responsible for, e.g., all repairs under $250. Take pictures of the property before you move in, and when you are leaving.

What is IMPACT Justice?

IMPACT Justice is a Project funded by the Canadian Government. It is being implemented by the University of the West Indies Cave Hill Campus in 13 CARICOM Member States: Antigua & Barbuda, Barbados, Belize, Dominica, Grenada, Guyana, Jamaica, Montserrat, St. Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, Suriname and Trinidad & Tobago.

The outcome of the project is enhanced access to justice benefiting men, women, youth and businesses. The components are: legislative drafting, establishment and expansion of legal databases, alternative dispute resolution (ADR), legal professional education and standards, and public legal education.
What is a lease?

A lease is an agreement between a landowner and a tenant for the tenant to occupy the landlord’s premises. The agreement usually specifies a time frame and rent payable. While a lease can be verbal, it is better for both parties to have it in writing.

During the lease, the tenant has the right to occupy the property exclusively — even the landlord should not enter without the tenant’s permission.

A fixed lease lasts for a certain time such as one year or five years. A periodic lease is one which lasts for a certain period, such as one month, and automatically renews. To end a periodic lease, the tenant or landlord should give notice of at least one full period. For example, a tenant who pays on the 1st of the month who wishes to move out on May 1st should give notice on or before April 1st. Landlords should only end the lease if they require the property for repair or for their own use, if the property is being sold, or if tenant has breached the lease.

Tenant’s Responsibilities

ALWAYS pay the rent on time (even if you think the landlord has breached the lease).

ALERT your landlord if you are having a temporary problem and will be late with the rent. If you are in a situation where you can no longer pay the rent, give notice and make arrangements to move out. If the landlord is forced to take you to Court, then you will have to pay his or her legal fees as well as the arrears of rent.

KEEP proper records and make sure that you obtain a receipt each time you pay rent. This is your only proof if issues arise.

MAKE SURE you understand at the beginning of the lease what you will be liable for and what expenses might be deducted from the security deposit. For example, if the apartment is furnished, let your landlord sign a list of all the furnishings and appliances.

NEVER sublet the property without your landlord’s permission.

Tenant’s Rights

- The landlord is not entitled to enter the property without the tenant’s permission. If the landlord wishes to inspect the property or carry out repairs, the tenant should be given at least 24 hours’ notice.

- The landlord must not interfere with the tenant’s possession of the property. If the tenant does not pay rent or refuses to leave, the landlord should seek the court’s assistance. The landlord is not entitled to change the locks, remove the tenant’s possessions, damage the building or cut off access to the utilities.

- Tenants can seek the help of the police or the court if their landlord threatens or harasses them. Note that the police cannot determine who has the right to the property — only the court can do this.