

Chapter 10

LANDLORD RETALIATION

Renter's Resource Guide Notes:

If you assert your rights, your landlord cannot retaliate by:

- 1. Increasing your rent**
- 2. Trying to evict you**
- 3. Shutting off your utilities**
- 4. Or doing anything else that interferes with your tenancy**

To guarantee that the rights and remedies provided in the Ordinance serve tenants well, the law prohibits landlords from retaliating when you, as a tenant, assert your rights in good faith. **A landlord may NOT knowingly:**

1. Terminate a tenancy;
2. Increase rent;
3. Decrease services (such as shutting off heat);
4. Bring or threaten to bring an eviction lawsuit;
5. Refuse to renew a lease or tenancy; or
6. Interfere in some way with your tenancy

Because you have in good faith:

- Complained of code violations to a competent governmental agency, elected representative or public official charged with enforcing building, housing health, or similar codes;
- Complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the media;
- Sought the assistance of a community organization or new media to remedy a code violation or illegal landlord practice;
- Requested the landlord to make repairs to the premises as required by the building code, health ordinance, other regulation, or the lease;
- Became a member of a tenant's union or similar organization; and/ or
- Testified in any court or administrative proceeding concerning the condition of the premises;

- Exercised any right or remedy provided by law.

Landlord Retaliation Is Illegal

If the landlord retaliates by trying to evict you, you have a very good defense. With the defense of retaliation, you can either remain living in your apartment or terminate the rental agreement. In either case, you are also entitled to recover damages from the landlord in the amount of two months' rent or twice the actual damages sustained, whichever is greater, plus reasonable attorney's fees.

If you used any of the rights or remedies described above within twelve months of the Alleged retaliation by the landlord, there is a rebuttable presumption that the landlord's conduct is retaliatory. This means that the landlord is presumed by the court to have retaliated against you unless the landlord can prove some legitimate business reason for termination the tenancy, increasing rent or otherwise changing the rental agreement.

An example of a legitimate business reason for terminating a lease might be that you unjustifiably paid no rent for some time and owe the landlord money. Another possible reason might be that you breached the rental agreement by disturbing neighbors, by having pets, or by violating some other provision in the rental agreement. A landlord vindictive enough to retaliate against you for asserting your rights might also make up a supposed legitimate reason. But the landlord will not win his or her case unless there is proof that the alleged legitimate reason actually exists.

You should write down all the actions you take to assert your rights under the Ordinance. A tenant's journal or diary, copies of all notices and letters sent, photos, and names of witnesses can be invaluable in a retaliation case.

If your landlord tries to retaliate against you by illegally locking you out, or shutting off an essential utility, call the police.