

LANDLORD'S MAINTENANCE OBLIGATIONS

Date

Dear Landlord:

Please be advised that you have not complied with KRS 383.595 and/or our rental agreement which requires you to:

- () Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- () Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- () Keep all common areas of the premises in a clean and safe condition.
- () Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by you.
- () Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
- () Our rental agreement also requires that you:

This is a material noncompliance materially affecting my health and safety.

Please be advised that if the above conditions are not corrected within 14 days my lease will terminate in 30 days after the receipt of this notice pursuant to K.R.S. 383.625(1). I hope that we can reach an agreement on the repairs immediately.

Sincerely,

LANDLORD'S MAINTENANCE OBLIGATIONS
KRS 383.595(1)

A landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
3. Keep all common areas of the premises in a clean and safe condition;
4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by you;
5. Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.

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- () Keep all common areas of the premises in a clean and safe condition.
- () Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by you.
- () Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.
- () Our rental agreement also requires that you:

This is a material noncompliance materially affecting my health and safety.

I wish to remain as a tenant in my home and to cooperate with you in every possible way. I hope that we can reach an agreement on the repairs immediately.

Sincerely,

REPAIR AND DEDUCT

Date

Dear Landlord:

According to KRS 383.595, it is the landlord's obligation "to comply with the requirements of all applicable building and housing codes materially affecting health and safety" and "to make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition."

Please accept this as notice that I am requesting the immediate repair of the defects in my home. If you do not comply with this request within fourteen (14) days [twenty-four (24) hours if it is an emergency] of receipt of this letter, I may have the necessary work done in a professional manner and after submitting to you an itemized statement for the work actually done, I may then deduct the cost from my next month's rent. I understand that the cost of the repairs cannot exceed one-half of one month's rent or \$100, whichever is greater.

The defects in need of repairs are: _____

I do/do not consider this an emergency.

I make the request for repairs under the provisions of K.R.S. 383.635 and the provisions of the city or county health or housing codes. In addition, under KRS 383.705, retaliatory conduct is prohibited and I understand that a landlord may not retaliate by increasing the rent, decreasing any services and/or evicting me. If the landlord attempts to retaliate in any of the above ways because I request repairs or complain to a code enforcement agency, I may be entitled to recover an amount of up to three (3) months rent, plus a reasonable attorney's fee.

I believe that the repairs I am requesting will contribute to the general upkeep of the dwelling and I recognize this to be a mutually beneficial action. I wish to remain as a tenant in my home and to cooperate with you in every way possible. I hope we can reach an agreement on the repairs right away.

Sincerely,

TENANT'S MAINTENANCE OBLIGATIONS
KRS 383.605

A Tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
2. Keep that part of the premises that he occupies and uses as clean and safe as the conditions of the premises permit;
3. Dispose from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner;
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevator in the premises;
6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and
7. Conduct themselves and require other persons on the premises with this consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises.