

Montana Legal Services Association

4 Steps to Take if Your Landlord Won't Make Repairs



Providing, protecting, and enhancing access to justice.

Rev. 06/19/19



4 Steps to Take if Your Landlord Won't Make Repairs

If you rent in Montana and want your landlord to make repairs, this article will help you:

- Learn what legal action you can take.
- Download a letter to send to your landlord to ask for repairs.

Introduction

Your landlord must make repairs and do whatever is necessary to put and keep the rental in a fit and habitable condition. The landlord must also follow their obligations in the lease agreement. If your landlord does not make necessary repairs or follow the lease agreement, you have options. You may be able to move out, repair and deduct rent, or sue the landlord.

Important: There are specific steps you must follow for each option. If you do not follow the correct steps, you could get yourself into trouble. Read this article to learn more.

You can find the law that says that your landlord must put and keep the rental in fit and habitable condition at Montana Code Annotated (M.C.A.) § 70-24-303. The “§” is a symbol that means section. 70 is the Title number. 24 is the Chapter number. And, 303 is the Section number.

If the landlord has shut off the utilities, like heat, running water, hot water, electricity, or gas, this article is **not** right for you. Instead, read our article on how to get your landlord to turn the utilities back on.

What steps should you take if you need repairs at your rental?

First, determine whether the repairs affect your health and safety. The law does not say what repairs affect your health and safety. You'll need to rely on your best judgment or the advice of a lawyer. Montana law (§ 70-24-406, MCA) gives you remedies if the repairs affect health and safety. If the repairs don't affect health and safety, like a closet door that won't close properly, you can still ask the landlord to repair them. But, you won't have any remedy in court if the landlord refuses to repair them.

If the repairs do affect health and safety, these are the steps for requesting repairs:

1. Communicate with your landlord about the needed repairs.
2. Give the landlord a written request to make the repairs and keep a copy for yourself.
3. Give your landlord time to make the requested repairs.
4. If the landlord doesn't make the repairs, consider your options:
 - End your lease agreement and move out, or
 - In certain circumstances, get the repairs done yourself and deduct the cost from the rent, or
 - File a lawsuit against the landlord to force the repairs.

Step-by-Step Guide

1. Communicate with your landlord

Talk to your landlord first. You can explain your rights. You can show them the law that says the landlord must make repairs. It is usually better if you can work out the problem with your landlord before taking more action. If you do work out a deal with your landlord, you may want to write down what the landlord agreed to do, and have the landlord sign the agreement. Keep a copy for yourself.

2. Give the landlord a written request

If your landlord still won't make the repairs, send a written request. The law requires a written request before you move onto your next options. Your written request should:

- Be in writing. Handwritten is OK, it doesn't have to be typed; using a fill-in-the-blank form letter is OK; emailing is OK;
- State the problem;
- Ask the landlord to make the repair;
- Be delivered to the landlord.

When you send the written repair request, make sure it is dated and keep a copy for yourself. You can hand deliver the repair request or mail it. If you mail it, you should consider paying extra for a certificate of mailing. A certificate of mailing shows you sent the letter when you said you did. The Postal Service doesn't keep a copy of the certificate of mailing. Be sure to keep your copy.

Sending the repair request Certified Return Receipt can show when the person actually got the letter. But it does not always work because the landlord could refuse to pick up the letter.

You can find our fill-in-the-blank repair request to send to your landlord at the bottom of this article.

3. Give your landlord time (3 – 14 days) to make repairs

After getting your written request, the amount of time the landlord has to make the repair depends on whether the repair is an emergency.

If it's an emergency, the law gives the landlord 3 business/working days to make repairs. If it's not an emergency, the law gives the landlord 14 calendar days to make non-emergency repairs.

The law does not say what an emergency situation is. You'll need to rely on your best judgment or the advice of a lawyer.

If the landlord doesn't make the repairs within the 3-14 days after getting your written request, go to the next step.

4. Consider your options

You have 3 options for what to do next. If your landlord still won't make repairs after you have followed the steps above, you may:

- End your lease agreement and move out, or
- Repair and deduct, or
- Sue your landlord.

End your lease agreement and move out

You can choose to end your lease agreement and move out, in two different situations:

- You can end your lease agreement 30 days after you gave the landlord the written request, if the landlord does not make the repairs within the 3 working day or 14 calendar day deadline. Read the law for yourself at M.C.A. § 70-24-406.

After 30 days is up, be sure to let your landlord know that you have terminated your lease agreement and have moved out.

- If you have had to give your landlord a second written request to repair the **same problem** within 6 months, you may end your lease agreement in 14 or more calendar days after the second written request. See the law for yourself at M.C.A. § 70-24-406. **Important:** You must say in your second request the date that you will end your lease agreement because of the landlord's failure to repair. The date you choose must be at least 14 days from the date of your notice.

Important: Make sure you keep records of the dates you asked for the repair and when you move out. That could be important if you have to go to court. If you move out, give your landlord your new address to send you your security deposit. Your landlord has to follow Montana law about refunding your security deposit. Check out what you can do to protect your security deposit.

Repair and deduct

The rules for repair and deduct are very specific. You'll want to make sure that you carefully follow the law for repair and deduct. Otherwise, you could risk eviction. You can learn more by reading our article, [Repair and Deduct](#).

Sue your landlord

You may be able to sue the landlord for failing to make repairs after you have given a written repair request and the landlord has not made the repairs. You can sue the landlord:

- For actual damages caused by the lack of repairs; and
- To force the landlord to make the repairs.

"Actual damages" means the amount that you actually suffered in out-of-pocket losses or injuries because of the landlord's failure to repair. You can't just make up a number, even if it is reasonable. You would have to show the court the actual loss of money or cost of the injury that was caused by the landlord failing to make the repairs.

In your lawsuit, you can ask the court to force the landlord to make the repairs. The law calls this **injunctive relief**.

Going to court is complicated, and there are pros and cons to suing your landlord. It is a good idea to talk to a lawyer before you sue your landlord. If you have a good case, you may be able to find a lawyer to represent you without a large fee upfront, because if you win in court, the judge may order the landlord to pay your attorney fees. You can check out the law for yourself at M.C.A. § 70-24-442.

A lawyer can help you understand the pros and cons of filing suit, so that you may make the best decision for you. A lawyer can also help you follow the correct legal steps to sue the landlord. Montana Legal Services Association provides civil, non-criminal legal help to eligible clients at no charge.

Summary

Your landlord must make repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition. The landlord must also follow their obligations in the lease agreement. If your landlord does not make necessary repairs or follow the lease agreement there are specific steps you must take. Those steps are to:

1. Communicate with your landlord about the needed repairs.
2. Give the landlord a written request to make the repairs and keep a copy for yourself.
3. Give your landlord time to make the requested repairs.
4. If the landlord doesn't make the repairs, consider your options:
 - End your lease agreement and move out, or
 - In certain circumstances, get the repairs done yourself and deduct the cost from the rent, or
 - File suit against the landlord to force the repairs.

If you have any questions, it's a good idea to talk to a lawyer.

How do I get more help?

Montana Legal Services Association (MLSA) provides free civil legal help to low-income people. Contact us to see if you qualify:

- Apply anytime online at mtlsa.org;
- Call our Helpline at 1-800-666-6899 (Helpline hours are limited).

What help can I find at MLSA?

- Legal advice and representation;
- Referrals to volunteer attorneys and other providers;
- Self-help clinics and materials.

www.MontanaLawHelp.org

Need legal information or forms? Visit www.MontanaLawHelp.org.

Can't find what you want? Use LiveHelp. Click on the LiveHelp icon and get help finding the information you need.

www.MTLA.org

Find copies of all our brochures online.

They are all available for free download!

<p>This pamphlet is meant to give basic legal information, not legal advice about your problem. The law changes often and each case is different. We recommend you talk to an attorney about your legal problem.</p>
