

BARREN RIVER AREA RENTERS' HANDBOOK

Protecting Yourself and Your Family When the Laws Don't

Homeless & Housing Coalition of South Central Kentucky



August S. 6th Grade

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**Allen, Barren, Butler, Edmonson, Hart, Logan,
Metcalf, Monroe, Simpson, Warren**



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***Renters in the Barren River Area have
very few legal rights.***

*The following information will help you protect
yourself and your family.*

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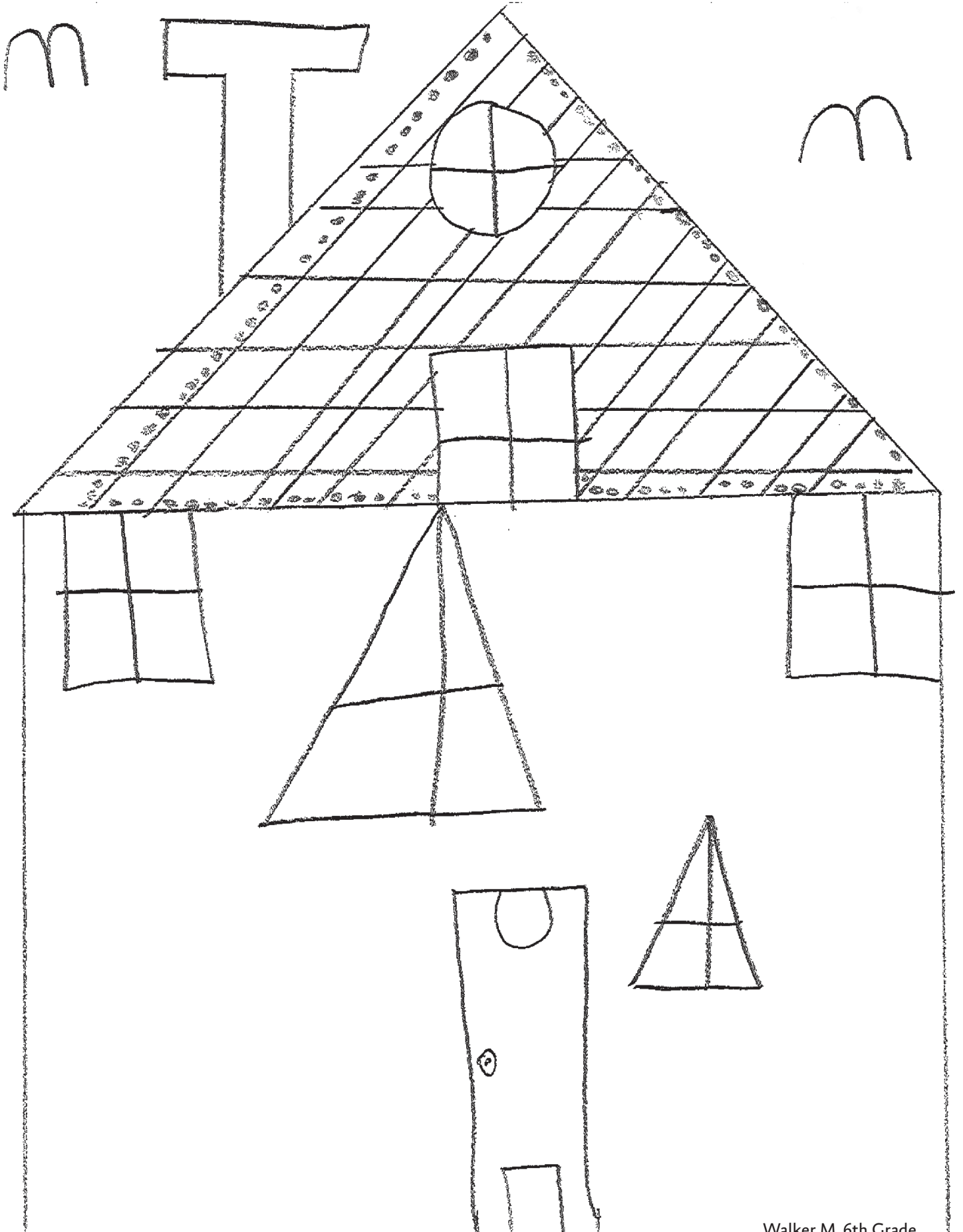
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INTRODUCTION

Protecting yourself and your family when the laws don't

Renters deserve a home that is safe, stable and affordable. More than 67,000 households in the Barren River Area are renter-occupied. Some communities in Kentucky have adopted the Uniform Residential Landlord Tenant Act (URLTA) to protect renters' rights. **Unfortunately, at this time, no communities in the Barren River Area have adopted URLTA.**

Without URLTA, landlords and renters must establish rights and responsibilities within each individual lease. The differences from lease to lease create an atmosphere of confusion and conflict for renters and landlords, which can lead to eviction. Eviction can become a downward spiral that may lead to further hardships.

The Barren River Area Renters' Handbook Project was formed to stop the growing tide of evictions and its damaging effects. This handbook is part of a movement to educate and empower renters in the Barren River Area. This handbook provides basic information to help renters protect their rights.

There are sections on what to do: before you move in, on move-in day, while you live there, and when you move out. If you have specific questions on your rights as a renter, you should contact a lawyer. You will find information on free legal services on page 38. This handbook is not a substitute for legal advice. Renters in the Barren River Area have very few legal rights. The following information will help you protect yourself and your family.

This handbook is not a substitute for legal advice.

BEFORE YOU MAKE ANY DECISIONS...



Ashley R. 6th Grade

BEFORE YOU MAKE ANY DECISIONS...

CHECK THE PLACE OUT

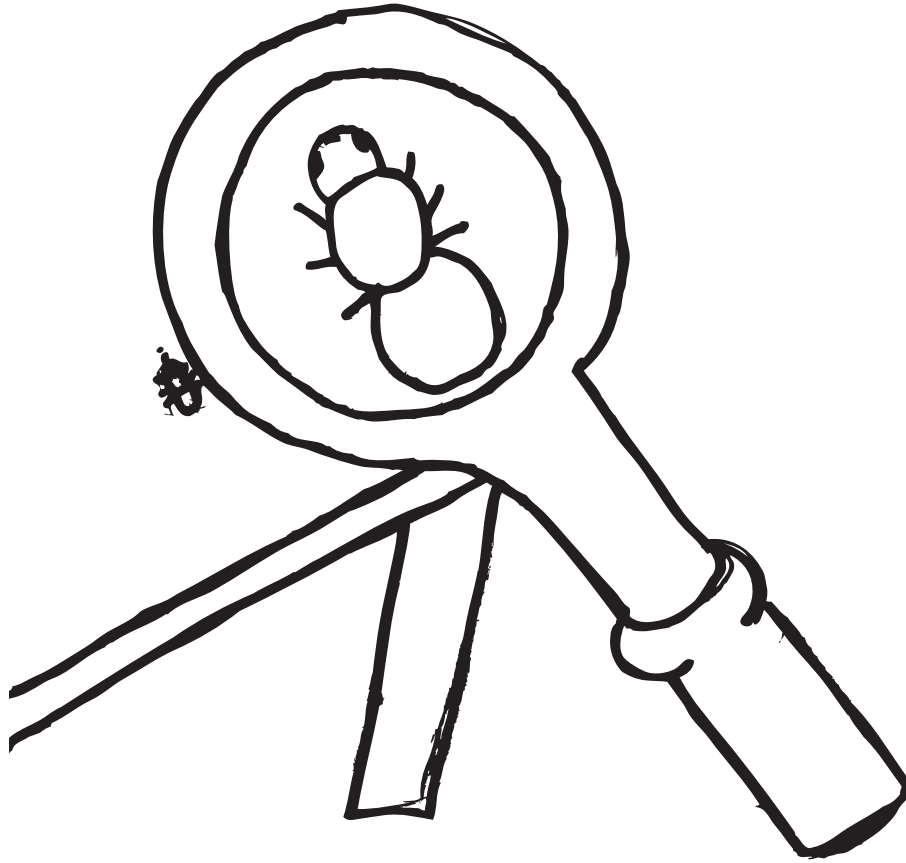
Always check the place out before you sign a lease or move in. Make sure that it is in good shape, safe and livable. Use the following list:

What should I check for?

It is important for your health and safety to check for the following problems:

- Run water and see if it drains quickly and the faucets are not leaking.
- See that the toilet flushes properly.
- Make sure there are no exposed electrical wires or missing outlet covers.
- Walk around to find out if the floor is sturdy or if it “gives” in places.
- Check the floors, walls and ceiling for any holes.
- See that the windows and doors are sealed properly and the locks work.
- Make sure smoke detectors are in place and working. Call your local fire department. It might be required by law to have a smoke detector in each bedroom and in the bedroom hallway.
- If there are heat and carbon monoxide detectors, make sure they are in place and working. Although not required by law, you should request they be installed.
- Look for water stains and other signs of leaks.
- All residential properties are required by law to have a working heating system. Make sure it works properly.
- If the place comes with an air conditioner, refrigerator or stove, make sure they work.
- Look over the grounds and other common areas such as halls or laundry rooms to make sure they’re clean and safe.

BEFORE YOU MAKE ANY DECISIONS...



Ashley R. 6th Grade

CHECK THE PLACE OUT

What if I find problems?

If you find a problem, think about renting somewhere else. A landlord who tries to lease a place before fixing it may not be a good landlord.

If you want to live there, take these steps to address the problems:

- ✓ Make a list of the problems you see and take photos.
- ✓ Ask the landlord to agree to fix all those problems.
- ✓ Ask the landlord to agree not to charge you for these repairs. **Put it in writing.**
- ✓ Ask the landlord to agree to finish the repairs by a certain date. **Put it in writing.**
- ✓ Have your landlord sign the paper.
- ✓ **Keep the paper with your important documents.**

BEFORE YOU MAKE ANY DECISIONS...

MAKE SURE THE PLACE IS AFFORDABLE

What is affordable?

The U.S. Department of Housing and Urban Development (HUD) defines affordability as:

A household should not spend more than 30% of its monthly income on their rent and utilities combined.

How do I figure out if it is affordable for me?

Multiply your monthly income by .30, or divide it by 3. The result is the amount of money you can safely spend on rent and utilities per month without getting in over your head.

How can I learn how much the utility bills will be before I move in?

Ask a past occupant or the landlord; they may be able to give you an estimate. Contact the utility companies and give the address of the place. They can give you the average cost the last occupant paid.



BEFORE YOU MAKE ANY DECISIONS...

MAKE SURE THE LEASE PROTECTS YOUR RIGHTS BEFORE YOU SIGN

Complete the following 3 steps BEFORE you sign the lease to protect your rights.

STEP 1: READ THE LEASE.

Under Kentucky common law, the lease determines your rights.

The landlord writes the lease to protect his or her own rights and money. Read the lease carefully to make sure it protects your rights, too. Otherwise, you may have **NO RIGHTS** if a difficult issue arises.

Read as much as you can of the "fine print." After covering the main points, many people don't take the time to read the entire lease. The more you read, the more you'll know about what you're agreeing to do after you sign the lease.

When you read the lease, answer the following questions to make sure you understand the lease agreement.

Yes/No	Does the lease state the correct address of the place you inspected?
\$ _____	Does the lease reflect your understanding of: the amount of rent due
Due the _____ of each _____	when and how often rent is due
Late fee \$ _____ starting on _____ ____/____/____	penalties for late payment and when the penalties start
_____	the date you may move in
This lease will end on ____/____/____	the duration of the lease
Yes/No	any refund provision should you move out early
Yes/No	Is your rent prorated if you move in after the first of the month?
_____ Yes/No	When can the landlord enter the apartment? Does the landlord have to get your permission first?

BEFORE YOU MAKE ANY DECISIONS...

_____	How many people are allowed to live there?
Yes/No	Can you sublet the apartment?
Yes/No	Do you need the landlord's permission?
Yes/No	Does the lease say who is responsible for payments of heat, electricity, water, gas, telephone, cable, Internet, garbage removal, or pest control?
Who: _____	Does the lease say who is responsible for repairs?
Yes/No	Does the landlord disclaim any liability for damage to your personal property? For example, if a leak in the roof ruins your couch, is the landlord responsible for replacing it?
Who: _____	Who is responsible for yard maintenance?
Who: _____	Who is responsible for changing the filter on the HVAC system?
_____	What are the rules regarding pets, musical instruments, stereos, T.V. antennas/satellites, washers or dryers?
Yes/No	Is parking available?
Yes/No	Are there "quiet hours" or other rules regarding the use of common areas? For example, laundry room, gym, pool, playground, community room.
Yes/No	What happens if you move out before the lease ends? Are you expected to pay more money?
Yes/No	Is there a security deposit? On what grounds can the landlord withhold your security deposit? What happens when your lease ends?
_____	Does the lease continue on a month-to-month basis or for a longer period of time? What steps do you have to take to prevent the lease from automatically renewing?
Yes/No	How many days notice are given in the case of an eviction? Can the lease be amended (changed) by either the tenant or the landlord after you both sign the lease? What is the process?

BEFORE YOU MAKE ANY DECISIONS...

STEP 2: CHANGE CLAUSES (WORDS) THAT LIMIT YOUR BASIC RIGHTS.

Again, under Kentucky common law, the lease determines your rights.

The landlord writes the lease to protect his or her own rights and money. **MAKE SURE TO CHANGE THE WORDING IN THE LEASE TO PROTECT YOUR RIGHTS, TOO.** Otherwise, you may have **NO RIGHTS** if a difficult issue arises.

Remove wording that:

- **Does not require the landlord to provide and maintain your place in a habitable condition.** Under Kentucky common law, your landlord will have no legal duty to make **ANY** repairs to your place unless the landlord agrees to keep it habitable.
- **Gives you less than a 30-day notice of eviction.** Under Kentucky common law, your landlord can give you less than a 30-day notice if you agree to it in the lease.
- **Gives you less than a 48-hour notice before the landlord may enter your place.** Under Kentucky common law, your landlord can give you less than a 48-hour notice if you agree to it in the lease.
- **Provides no formal process for tenant to receive security deposit back.**

BEFORE YOU MAKE ANY DECISIONS...

Insert wording that require landlord to:

- ✓ Meet all building and housing codes that affect health and safety.
- ✓ Maintain all electrical, plumbing, sanitary, heating, ventilating and air conditioning systems in good working order.
- ✓ Supply running cold and hot water.
- ✓ Provide a source of heat in the winter.
- ✓ Provide and maintain garbage containers.
- ✓ Keep common areas clean and safe.
- ✓ Let you have peaceful enjoyment of your place.
- ✓ Make repairs in a timely manner to keep your place safe and livable.
- ✓ Give you at least a 30-day notice of eviction.
- ✓ Give you a 48-hour notice before the landlord may enter your place, unless in case of an emergency or the tenant requests the visit.
- ✓ Provide a process to return security deposit. This process should include the following:
 1. A list of move-in defects signed by landlord and renter.
 2. Assurance that the security deposit is held in escrow or savings account.
 3. A list of move-out defects written upon moving out and compared to move-in list to determine renter liability.
 4. Renter and landlord sign agreement that the renter will receive deposit minus what is owed to fix damages found from checklist inconsistencies.

BEFORE YOU MAKE ANY DECISIONS...

STEP 3: GET IT IN WRITING

Get all changes in the lease agreed upon in writing.

Ask the landlord to agree to any requested changes in the written lease.

If the landlord agrees, **you and the landlord should both sign** the amended lease.

DO NOT SIGN THE LEASE IF THE LANDLORD DOES NOT AGREE TO PROTECT YOUR RIGHTS, TOO.



BEFORE YOU MAKE ANY DECISIONS...

FAQ:

What if the landlord does not provide a written lease?

Ask your landlord to provide a written lease or choose to find another place to rent. If you move into a place without signing a written lease, the law says you have an oral (verbal) lease. With a verbal lease, you will not be able to protect yourself if your landlord decides to evict you. By law, if you do not have a written lease, the landlord may evict you with a 30-day written notice, even if you do not owe rent and did not do anything wrong.

What if the landlord refuses to agree to changes in writing, but makes a verbal promise to agree to my requests?

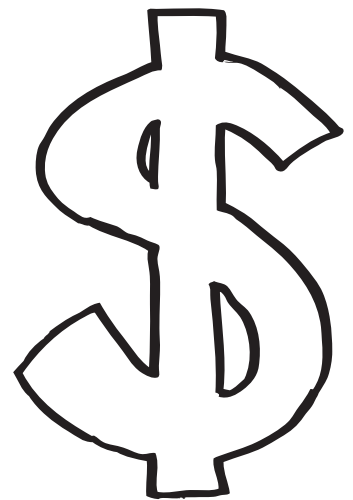
If a landlord intends to keep their promise, they will not mind putting it in writing. Verbal promises do not hold up in court. Do not sign a lease that leaves out wording both parties agreed on.

What if I have to pay money when I sign the lease?

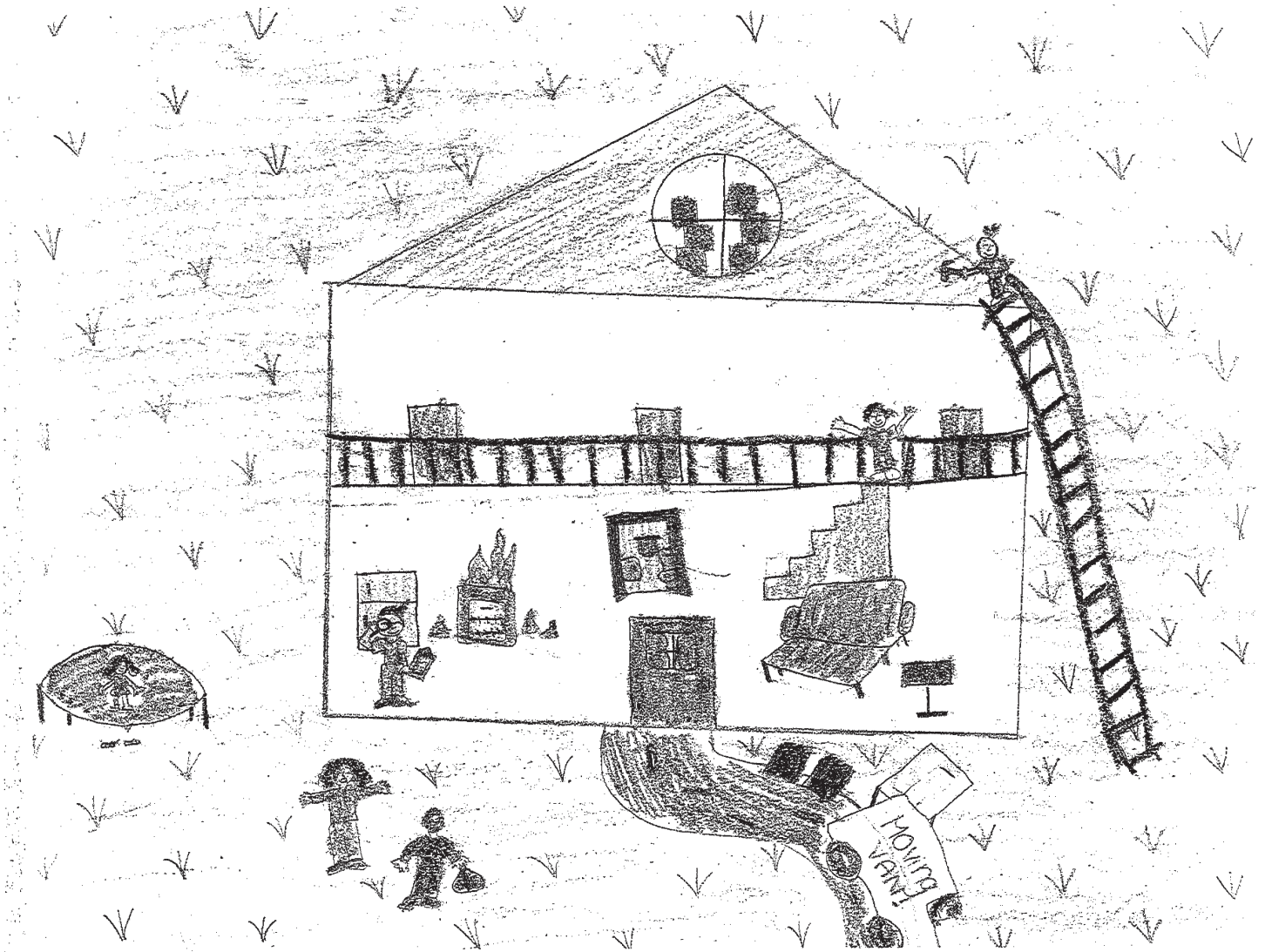
Always understand why you are paying money.

Always get a receipt that says the date of payment, how you paid, and what the payment goes toward. For example, if you pay your security deposit and rent at the same time, be sure the receipt shows how much money was paid for your security deposit and how much money was paid for rent.

Keep a signed copy of the lease and all receipts with your important papers.



ON MOVE-IN DAY...



ON MOVE-IN DAY...

MAKE AN “EXISTING DAMAGES” LIST

Before you move anything into your place, make sure you and the landlord create and sign a list of existing defects/damages.

STEP 1: Take photos of the existing damages as proof.

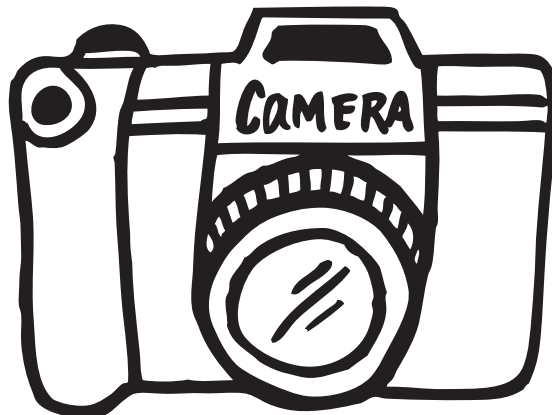
STEP 2: Do not sign the list without inspecting the place to make sure the list is accurate.

STEP 3: Keep a copy of the list and photos for your records.

*If the landlord tries to withhold your security deposit when you move out, **you will need this list and the photos as proof** of the condition of your place **before** you moved in.*

STEP 4: Do not rely on the landlord’s verbal promises to clean or otherwise fix your place after you move in. (Step 4 continued on page 16.)

*If your place is not ready on move-in day, you should have the landlord **state in writing** what action he or she will take to fix the situation.*



ON MOVE-IN DAY...

STEP 4: cont.

This writing should include the following language:

“If Landlord does not satisfactorily remedy the above defects within [number of days you are willing to wait] days from the date of this writing, then the Tenant has the option to terminate the lease, move out and pay no more rent.”

Again, if the landlord truly intends to clean or fix up your place as promised, they will put it in writing.

MAKE SURE YOU ARE GIVEN WHAT WAS PROMISED.

Make sure you are given possession of the entire area that you were promised under the lease.

If the landlord has withheld some portion of the leased premises, you have two options:

Option 1- You can refuse possession of the entire premises.

Option 2- You can accept possession of the premises and offer to pay a reduced rental amount until you are given the entire premises.

ON MOVE-IN DAY...

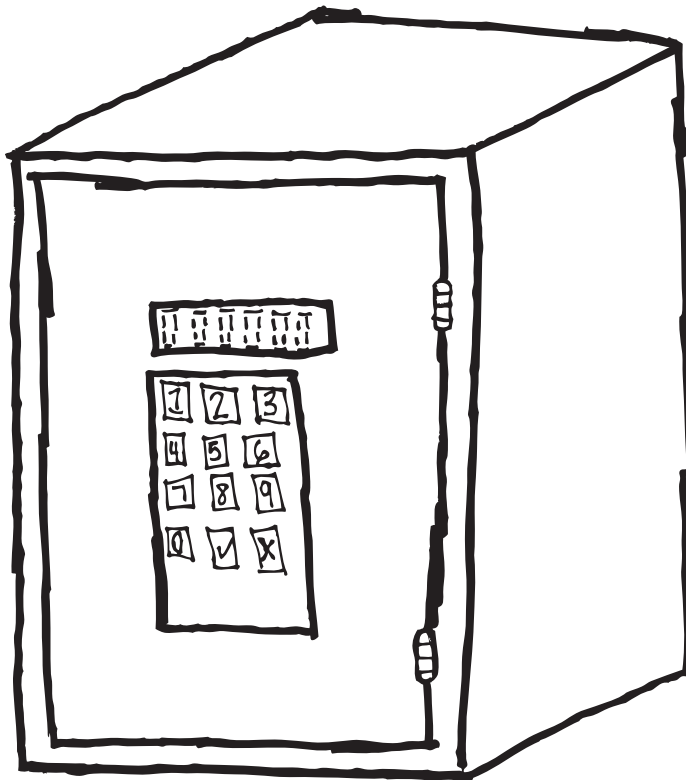
FIND A SAFE PLACE FOR IMPORTANT PAPERWORK WITHIN EASY REACH.

Create a safe place to keep all your important documents concerning your lease agreement.

Make sure you can find it when you need it!

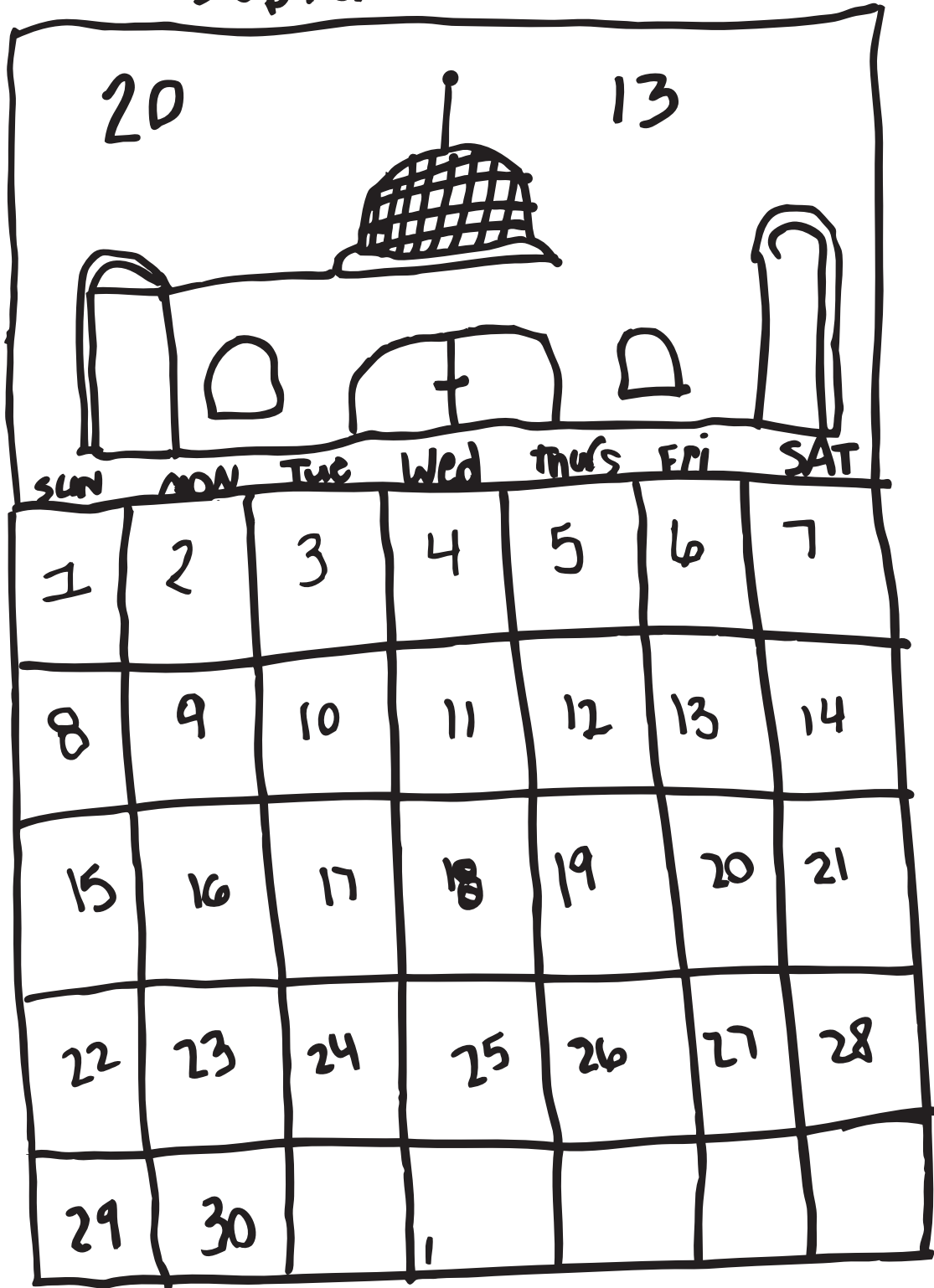
You should keep:

- a copy of your lease agreement and receipts of any payment made to your landlord
- the damages list you made before you moved in



WHILE YOU LIVE THERE...

September



WHILE YOU LIVE THERE...

MAKE RENT PAYMENTS YOUR PRIORITY

Always pay your rent first.

Being evicted and coming up with a new security deposit is expensive and difficult to save for.

WARNING: Avoid **payday loans**. They have unfair interest rates (**averaging 400%**) and will become an unbearable burden on you and your family.

WHAT TO DO WHEN SOMETHING NEEDS TO BE REPAIRED

Check your lease; it should state who is responsible for repairs.

If your lease does not say your landlord will make repairs and maintain your place, then your rights are limited by law.

When making requests for repairs:

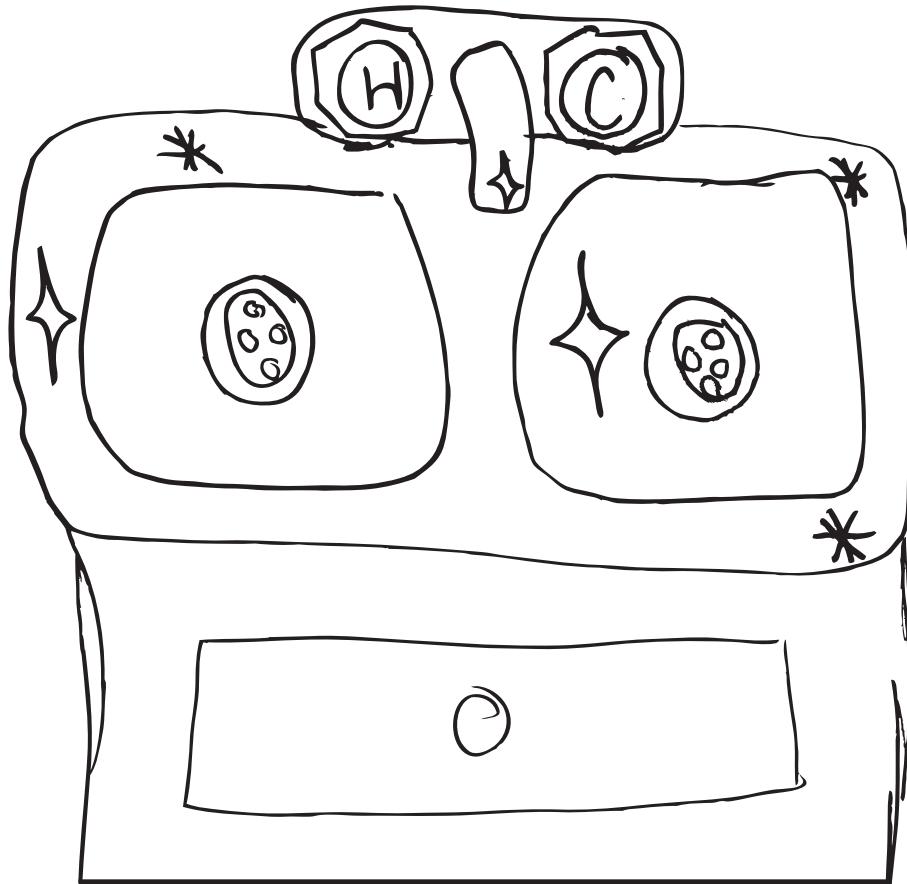
1. *Call and let the landlord know about the problem immediately.*
2. *If the problem is not addressed immediately, follow the call with a dated letter.*
3. *Keep a copy of the letter for your records.*

If your landlord refuses to make reasonable and necessary repairs:

- **Do NOT withhold your rent.** This may cause an eviction due to non-payment of rent. *You are responsible for paying your rent until the lease is terminated or your landlord releases you from the agreement in writing.*
- **Make an appointment** to see a Kentucky Legal Aid or private attorney and remember to bring a copy of your lease agreement, your move-in checklist and any photos or proof of the intolerable situation.
- **Make a complaint*** to your local building/housing code enforcement agency or your county attorney. If you do not know who to call, contact the County Judge Executive's office or the mayor to get help.

***WARNING:** Before you make a complaint, remember there are some landlords who will evict a renter because they complained to an enforcement agency.

WHEN IT'S TIME TO MOVE...



Charlsty J. 6th Grade

COMPLETE THE FOLLOWING STEPS:

STEP 1: READ THE LEASE

- Read what the lease says about terminating or ending the lease.
- The lease should say how much notice to give the landlord if you will not be renewing (usually one month). It may say you must inform your landlord in writing.
- Read the lease to understand the necessary steps to get your deposit back.

STEP 2: CLEAN YOUR PLACE BEFORE YOU LEAVE

- Clean your place before you leave because the landlord will inspect it. You don't want a dirty stove or messy porch to allow the landlord to keep your security deposit.

WHEN IT'S TIME TO MOVE...

STEP 3: FIX ANY MINOR DAMAGES

- Fix any minor damages caused while you were renting the place. Otherwise, your landlord may withhold part of your security deposit to fix them.

STEP 4: WALK THROUGH AND INSPECT THE PROPERTY

- Walk through and inspect the condition of the property **WITH** your landlord.

STEP 5: MAKE A LIST OF ANY EXISTING DEFECTS (DAMAGES)

- Make sure you and the landlord create and sign a list of any existing defects (damages).
- Comparing the move-in and move-out checklists may be your only proof that you left your place in good condition.
- Make sure the list is accurate and signed by both you and the landlord.

What should I do if my landlord won't return my security deposit?

OPTION 1:

Write a letter to your landlord demanding the return of your security deposit.

- A Kentucky Legal Aid or private attorney may be able to assist you in composing a letter demanding the return of your security deposit, so long as you bring in a copy of:
 1. your lease agreement
 2. your move-in checklist
 3. your move-out checklist
 4. any pictures or proof of the condition of your place before and after you lived there

OPTION 2:

You can file a case in Small Claims Court to get back the money you are owed.

- Make an appointment to see a Kentucky Legal Aid or private attorney, and remember to bring a copy of:
 1. your lease agreement
 2. your move-in checklist
 3. your move-out checklist
 4. any pictures or proof of the condition of your place before and after you lived there

HOW TO PROTECT YOUR RIGHTS...



HOW TO PROTECT YOUR RIGHTS...

WHAT ARE MY RIGHTS?

It depends on where you live

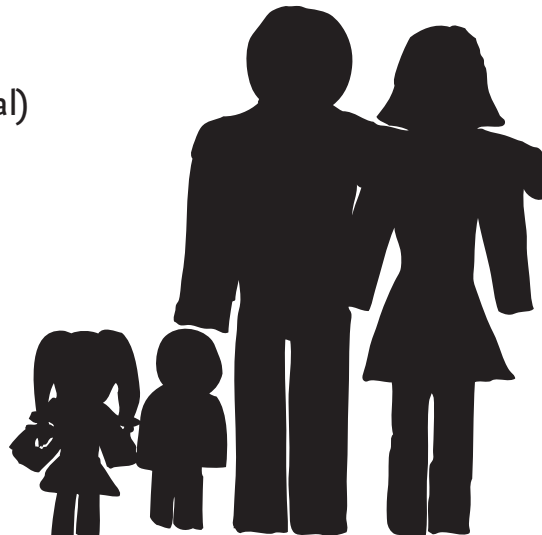
- Kentucky's landlord-tenant (renter) law can vary significantly depending on the city or county in which you live. Some cities and counties in Kentucky have adopted the Uniform Residential Landlord and Tenant Act (URLTA) which provides greater protections for renters.
- None of the cities and counties in the Barren River Area have adopted URLTA. *The answers given in this handbook assume that **URLTA does not apply.***

WHAT DOES THE FEDERAL LAW SAY ABOUT FAIR HOUSING?

You have rights and protections under the federal Fair Housing Act.

Your housing provider may not treat you differently than others on the basis of:

- your race or the color of your skin
- your religion
- your nationality or your country of birth
- your children, the presence of children under the age of 18, or pregnancy
- your sex (gender)
- your disability (mental or physical)



HOW TO PROTECT YOUR RIGHTS...

WHAT DOES THE FEDERAL LAW SAY ABOUT FAIR HOUSING? cont.

The federal law says the housing provider has to make “reasonable accommodations” or allow “reasonable modifications” that are necessary for individuals with disabilities to fully enjoy and use their place.

- These disabilities may include, and are NOT limited to:
 - Physical ailments that require wheelchair or walker usage
 - Mental illness, such as: depression, schizophrenia, PTSD, OCD, and many more
 - Blindness or deafness
 - AIDS or HIV
 - And any other problems that limit one or more life activities
- Examples of reasonable accommodations and modifications:
 - ✓ Allowing the installation of a ramp for a person who uses a walker or wheelchair
 - ✓ Changing out doorknobs for levers for a person with rheumatoid arthritis
 - ✓ Waiving a “no pets” policy for a service animal or an emotional support animal at no additional cost
 - ✓ A housing provider who has a “first come, first serve” policy for their parking lot assigns a handicap parking spot for a renter in need
- If you believe you may be a victim of discrimination, call your local Human Rights Commission or the Kentucky Commission on Human Rights, page 38.

WHAT DOES FEDERAL LAW SAY ABOUT PUBLIC HEALTH?

If your landlord will not take care of raw sewage issues on the premises, call the Barren River Area Health Department. They can force your landlord to fix it.

BARREN RIVER DISTRICT HEALTH DEPARTMENT
270-781-8039 | 1109 State Street | Bowling Green, KY 42101
www.barrenriverhealth.org

HOW TO PROTECT YOUR RIGHTS...

WHAT DOES KENTUCKY COMMON LAW SAY ABOUT RENTERS' RIGHTS?

The lease determines your rights and responsibilities.

- *The landlord writes the lease to protect his or her own rights and money.*
- Read the lease carefully to make sure it protects your rights, too. Otherwise, you may have no rights if a difficult issue arises.
- You are not protected if your landlord engages in retaliatory conduct.
 - *Retaliatory conduct is threatening to evict you, decreasing your services, or raising your rent because you complain to him or her or to a government agency about a problem affecting health or safety, or because you form or join a renters' union.*
- Your landlord has no legal duty to make **ANY** repairs to your place unless he or she agrees in the lease to keep the place habitable.
- Your landlord can give you **LESS** than a 30-day notice of eviction, if you agree to it in a written lease.
- Your landlord **must give you a 3-day notice** for a court hearing, if they are evicting you.
- If the eviction is upheld in court, you have the right to appeal within 7 days of the court date.
- If you do not appeal within 7 days, the landlord can go back to court to get a warrant of possession. With the warrant of possession, he can call a sheriff to change the locks and throw your belongings out on the curb.
- If you are being evicted, go to page 29.

HOW TO PROTECT YOUR RIGHTS...

What do local laws say about maintaining residential properties?

Local property maintenance laws vary by county and city throughout the Barren River Area.

MOST communities require residential properties to be maintained.

Some communities use:

- the International Property Maintenance Code
- the Kentucky Residential Code
- city or county-specific property maintenance codes
- some communities do NOT have ANY residential codes.
- Call your County Judge Executive or mayor's office for information about residential codes in your area.
- Check with your local fire department to see if residential properties are required to maintain certain fire safety standards. You can find their contact information on their website or in the front of your phonebook.

How can I advocate for better legal protections for renters in my community?

- 1- Raise awareness.** Share your story and this handbook with your neighbors, coworkers, friends and your elected officials.
- 2- Get involved.** The Homeless and Housing Coalition of South Central Kentucky is working to bring greater legal protections for renters in the Barren River Area. Join us! Our meeting place and time is listed on the next page.

HOW TO PROTECT YOUR RIGHTS...

RAISE YOUR VOICE:

THE HOMELESS & HOUSING COALITION OF SOUTH CENTRAL KENTUCKY

Monthly Meetings:
Every 2nd Tuesday, 10:00am

THE ALIVE CENTER
1818 US 31W By-Pass
Bowling Green, KY 42101
www.sckyhomeless.org

The Homeless and Housing Coalition of South Central Kentucky works together to create equal and just options for our community through awareness, empowerment and action.



WHAT TO DO IF YOU'RE EVICTED...



WHAT TO DO IF YOU'RE EVICTED...

FAQS:

How will I know if my landlord is trying to evict me?

If your landlord is trying to evict you, you will get one or both of these notices:

- a written notice saying you must move out by a certain date
- a court notice (called Summons and Complaint) saying your landlord has asked the court to evict you

IMPORTANT! Do not throw away these notices. THEY ARE IMPORTANT FOR YOUR CASE.

Does the landlord have to give me written notice?

It depends on your lease:

- If you have a **WRITTEN** lease, read your lease to find out if the landlord has to give you a written notice or not.
- If you have a **VERBAL** lease, the landlord cannot ask you to move out or ask the court to evict you unless you get a 30-day written notice.

The landlord may:

- give the notice to you
- give it to any adult who lives in your home
- leave it on your door

If you do have a written lease, your landlord may not have to give you a 30-day notice.

Read your lease.

Look for the words "**EVICTION**" or "**LEASE TERMINATION**." It will say what the landlord must do to evict you and how many days notice they must give you.

WHAT TO DO IF YOU'RE EVICTED...

Why did I also get a court notice? (Summons and Complaint)

To get an eviction order, your landlord must do several things, including filling out, filing, and having you served a court notice called Summons and Complaint.

There must also be a court hearing. At that hearing, the judge will decide to make an order to evict you or not. (The hearing date is on the Summons and Complaint.)

IMPORTANT! IN MOST CASES, THE LANDLORD MUST GIVE YOU A 30-DAY WRITTEN NOTICE TO VACATE.

What should I do with the Summons and Complaint?

READ IT CAREFULLY. It will state the following important information:

- date, time and place of your court hearing
- your landlord's legal reasons for the eviction (for example, your rent was not paid)
- the date your landlord gave you written notice to move out
- your landlord's name and address (or the name and address of your landlord's lawyer)
- your name and address

Can the landlord evict me even if I did not do anything wrong?

It depends:

- With a written lease, the answer is **NO**.
They must prove you violated the lease in order to evict you.
- With a verbal lease, the answer is **YES**.
They can evict you for any reason as long as they give you a 30 day notice.

Can a landlord evict a renter for not paying late fees?

Yes, if a renter breaks their lease by paying rent late and doesn't pay the required late fee, they can be evicted. *However, a late fee must be a reasonable amount, or else it will be considered a penalty by the court.* The court may not enforce such a penalty.

WHAT TO DO IF YOU'RE EVICTED...

Can renters get their security deposit back, even if they have been evicted?

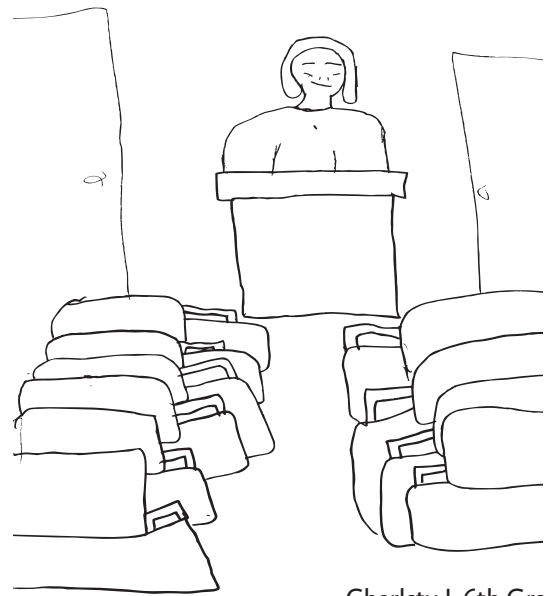
If a renter is evicted and does not owe the landlord money, or owes the landlord less than the amount of the security deposit, they can file a case in Small Claims Court to get back the money owed. A renter cannot get an order from the Forcible Detainer (eviction) court to get their security deposit back.

Do I have to go to court?

YES, if you do not want to be evicted! At the court hearing, a judge will decide if you will be evicted or not. If you do not go to the hearing, the judge will order in favor of the landlord, and you will get evicted.

Do I need a lawyer?

You do not have to have a lawyer, but it is a good idea to talk to a lawyer before you go to court.



Charlsty J. 6th Grade

What if I don't speak English well?

You have the right to an interpreter. If you need an interpreter:

- Call the court before your hearing to ask for an interpreter.
- Tell the judge when you go to your court hearing, and the court will find an interpreter for you. If you wait, you will probably have to come back at a later date.

WHAT TO DO IF YOU'RE EVICTED...

What will happen at court?

When it's your turn, the judge will call your name. Stand up and go to one of the tall desks.

IMPORTANT! DO NOT GO NEAR THE JUDGE UNLESS SHE/HE ASKS YOU TO.

The judge will:

1. Ask the landlord why she/he wants to evict you.
2. Ask you if what the landlord said is true. This is your chance to tell the judge if anything the landlord said, or if anything on the Summons and Complaint is not correct, including:
 - the amount of rent owed
 - your name
 - your address
 - the date of written notice
3. Then, ask the judge to look at your written lease, rent receipts or other proof to support your case. Tell the judge if your landlord did **NOT** give you a written notice to move out **at least 30 days** before the Summons and Complaint.

IMPORTANT! GET TO COURT EARLY.

You will need time to park, go through security, and find your courtroom. If you arrive late and the court already called your case, the judge may already have made an order to evict you.



WHAT TO DO IF YOU'RE EVICTED...

Where can I find a lawyer?

To find a lawyer:

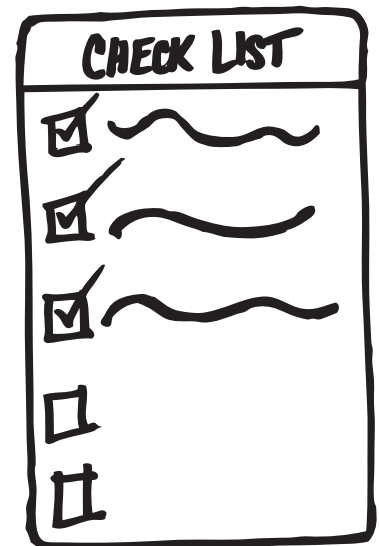
- Look in the phone book under "Attorneys."
- Call your local bar association, also found in the phone book. Ask them for names and phone numbers of lawyers who can help you.
- Contact Kentucky Legal Aid to find out if they can help you (contact on page 29).

Should I bring proof to support my case?

YES. Bring copies of:

- ✓ checks and receipts showing the rent was paid
- ✓ letters to or from the landlord
- ✓ photos of the condition of the place you are renting
- ✓ your written lease (if you have one)
- ✓ any other information that supports your case

You will have a chance to show your proof to the judge.



Can my landlord and I agree to settle the case before the court hearing?

YES. If you and the landlord come to an agreement, you should:

1. Put your agreement in writing.
2. Have the landlord sign it, and you sign it, too.
3. Make a copy for the court and another for your records.
4. Go to court to show the judge what you and your landlord agreed upon.

The judge will then likely dismiss the landlord's case against you. If so, the clerk will give you a piece of paper that says your case is "dismissed."

WHAT TO DO IF YOU'RE EVICTED...

What if I lose my case?

If you lose, the judge will make an eviction order. That means you have **7 DAYS TO MOVE OUT** or fight (appeal) the judge's decision.

If you do not move out, your landlord can have the sheriff go to your home to make you leave. Your landlord cannot make you leave unless the sheriff is there.

How do I appeal?

- You have to fill out and file court papers with the court clerk. The clerk will probably ask you to pay a filing fee. **You have 7 days to appeal.**
- The clerk will also require you to post an appeal bond. An appeal bond is a deposit you leave with the court. The amount of the bond will be all of the past due rent the landlord claims you owe, plus any future rent due during the appeal.
- If you win your appeal and the court says you do not owe any past due rent, the court will refund the appeal bond money for past due rent. You will not get back the money for rent owed during the appeal.

WHAT TO DO IF YOU'RE EVICTED...

Can my landlord and I make an agreement, even after the judge's decision?

YES, but put it in writing and have the judge sign the agreement and put it into the court file. Keep a copy for your records. Keep the written agreement handy, especially if your landlord agrees to let you stay. If the landlord goes back on your agreement and tries to evict you, show the agreement to the sheriff.



COMMUNITY RESOURCES...



COMMUNITY RESOURCES...

HOUSING ASSISTANCE

The Alive Center keeps an updated list of community resources for the Barren River Area.

The list includes contact information for direct service organizations, churches and community groups that can assist you with any of your housing or other basic needs.

THE ALIVE CENTER
Phone: 270-782-0082
1818 US 31W By-Pass | Bowling Green, KY 42101
www.wku.edu/alive/communityresources

COMMUNITY INVOLVEMENT

THE HOMELESS & HOUSING COALITION OF SOUTH CENTRAL KENTUCKY

Monthly Meetings:
Every 2nd Tuesday, 10:00am

THE ALIVE CENTER
1818 US 31W By-Pass
Bowling Green, KY 42101
www.sckhomeless.org

The Homeless and Housing Coalition of South Central Kentucky works together to create equal and just options for our community through awareness, empowerment and action.

COMMUNITY RESOURCES...

LEGAL SERVICES

You may qualify for free legal services from one of the following organizations that advocate on behalf of:

LOW-INCOME FAMILIES, THE ELDERLY AND DISABLED

LEGAL AID OF KENTUCKY*

Serving South Central Kentucky

***Does not include Monroe County.**

First-time callers: 866-452-9243 or 270-782-5740

Others: 270-782-1924

1700 Destiny Lane

Bowling Green, KY 42104

www.klaid.org

APPALACHIAN RESEARCH AND DEFENSE FUND*

***Monroe County only.**

First-time callers: 866-277-5733 or 800-888-4707

Others: 270-384-4707

Columbia Office

363 Office Park Drive Suite 1

Columbia, KY 42728

<http://www.ardfky.org/Locations.aspx>

REFUGEES

INTERNATIONAL CENTER

Phone: 270-781-8336

806 Kenton Street

Bowling Green, KY 42101

immigrationrefugeeservices.org

COMMUNITY RESOURCES...

LEGAL SERVICES cont.

VICTIMS OF DISCRIMINATION

KENTUCKY COMMISSION ON HUMAN RIGHTS

332 W. Broadway, 7th Floor
Louisville, KY 40202
Phone: 502-595-4024
Toll-free: 800-292-5566
Fax: 502-595-4801
TDD: 502-595-4084
Email: kchr.mail@ky.gov
www.kchr.ky.gov

BOWLING GREEN HUMAN RIGHTS COMMISSION*

***Serving residents within Warren County**
491 Double Springs Road
Bowling Green, KY 42101
Phone: 270-782-7900
Email: BGHumanRightsCom@gmail.com

If you need legal help, but do NOT qualify for assistance, call your local county attorney or the local bar association for a reference for legal council.

KENTUCKY BAR ASSOCIATION
514 W. Main Street
Frankfort, KY 40601-1812
Phone: 502-564-3795
www.kybar.org

COMMUNITY RESOURCES...

LEGAL SERVICES cont.

Barren River Area County Attorney Directory

ALLEN COUNTY
270-237-3117

BARREN COUNTY
107 E. Main St | Glasgow, KY 42141
270-651-8766

BUTLER COUNTY
107 E.G. L. Smith Street | Morgantown, KY 42261
270-526-3316

EDMONSON COUNTY
103 Main Cross St | P.O. Box 395 | Brownsville, KY 42210
270-597-9609

HART COUNTY
215 Main St | P.O. Box 307 | Munfordville, KY 42765
270-524-2547

LOGAN COUNTY
200 West 4th St, 2nd Floor | P.O. Box 905 | Russellville, KY 42276
270-726-8999

METCALFE COUNTY
P.O. Box 999 | Edmonton, KY 42129
270-432-0777

MONROE COUNTY
215 N. Main Street | Tompkinsville, KY 42167
270-487-5568

SIMPSON COUNTY
303 N. College St | Franklin, KY 42134
270-586-3830

WARREN COUNTY
1001 Center Street, Suite 206 | Bowling Green, KY 42101
270-782-2760

COMMUNITY RESOURCES...

GOVERNMENT AGENCIES

The following government agencies may be able to assist you if your place becomes unsafe in any of the following situations.

RAW SEWAGE

BARREN RIVER DISTRICT HEALTH DEPARTMENT
District Office
Phone: 270-781-8039
1109 State Street | Bowling Green, KY 42101
www.barrenriverhealth.org

DANGEROUS STRUCTURAL PROBLEMS

Allen, Barren, Butler, Edmonson, Hart, Logan, Metcalfe, Monroe, Simpson, and Warren Counties:

Most cities and counties in the Barren River Area have very few residential codes or staff to inspect residential properties. Call your County Judge Executive or Mayor's office for assistance in locating help for unsafe structural problems at your place of residence.

Bowling Green:

OFFICE OF NEIGHBORHOOD AND COMMUNITY SERVICES:
CODE ENFORCEMENT
Phone: 270-393-3102
1017 College Street | Bowling Green, KY 42101
www.bgky.org/ncs

FIRE SAFETY

Call your local fire department for help with fire safety issues (i.e. windows that will not open properly or no fire alarms). **In an emergency, dial 911.**

PERSONAL SAFETY

If you do not feel safe in your place of residence (i.e. the locks do not work), call your local police department. They may have information on what your landlord must do to make the place safer. **In an emergency, dial 911.**

NOTES...

Homeless & Housing Coalition of South Central Kentucky | 2014

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