

Landlord's Access To Your Home

Note: Information provided by the Community Alliance of Tenants is for general educational use only. It is not a substitute for the advice of an attorney.

A landlord may enter your dwelling for the following reasons:

- to inspect the premises;
- to make necessary or agreed repairs, decorations, alterations, or improvements;
- to supply necessary or agreed upon services; or
- to show the unit to prospective or actual purchasers, mortgagers, tenants, workers or contractors (90.322).

Generally, your landlord must give you 24 hours notice before entering your premises. Your landlord cannot use their right of access to unreasonably harass you!

A landlord can enter your home without notice and without your consent if you have requested a repair in writing for 7 days after your written request. If you want to limit the landlord's entry to make repairs, you must put that information in the written repair request. You can also post a notice denying entrance to your landlord on the front door of your home.

Your Landlord, Access, and Yard Maintenance:

A landlord may enter without notice the areas under the tenant's exclusive control excluding the dwelling unit in order to do yard maintenance if there is a written agreement (such as the rental agreement) requiring the landlord to do yard maintenance. For example, the landlord may enter the yard of a single-family house, but not the house itself, to do yard maintenance without giving notice if the tenant and the landlord have a written agreement requiring the landlord to maintain the yard.

Tenants have the right to deny their landlord this access if the landlord comes at an unreasonable time, or if the landlord comes during an occasion when the area is being used (a barbecue or a birthday party, for example), or if the landlord enters with unreasonable frequency.

The landlord may enter without notice or consent in the following cases:

- an emergency;
- when the tenant has requested repairs in writing;
- when the tenant has been absent for more than 7 days and entry is reasonably necessary;
- pursuant to a legal order;
- when the tenant has abandoned or relinquished the premises;
- to come onto the property to serve a notice;
- to do yard maintenance **if** the landlord and tenant have a separate agreement requiring the landlord to maintain the yard.

If the landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or repeated lawful demands that unreasonably harass the tenant, the tenant may obtain a court order or end the rental agreement. The tenant can recover damages amounting to no less than one month's rent. (90.322(7)).