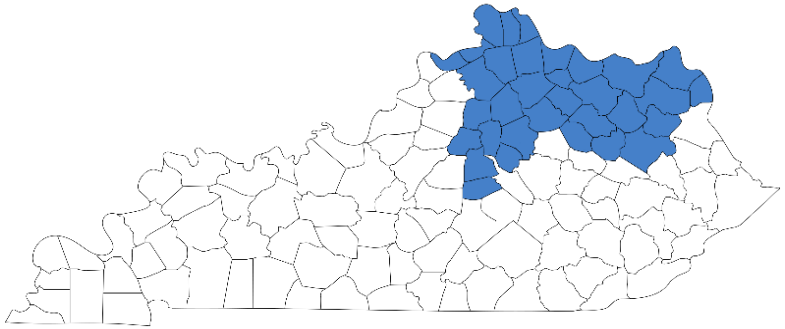
Who is Legal Aid of the Bluegrass?

Legal Aid of the Bluegrass provides free civil legal assistance to eligible clients in a 33-county service area.

To be eligible for free legal Help, applicants must be:

- Low income or targeted vulnerable population
- US Citizen or eligible resident
- Reside in our service area



Case types:

- Benefits
- Consumer Issues
- Domestic & Interpersonal Violence
- Nursing Home Rights
- Family
- Housing
- Immigration
- Life Planning
- Senior Health Insurance Program
- Veterans

To apply for services, call 859-431-8200 or visit www.lablaw.org

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Training Objectives

- Overview of Landlord Tenant Law in Kentucky
  - URLTA vs. Non-URLTA Jurisdictions
  - Tenant Obligations
  - Landlord Maintenance Obligations
  - Illegal Lockouts/Utility Shutoff
  - Tenant Remedies
- Eviction Process
  - Termination of Tenancy
  - Forcible Detainer and Entry Hearing
  - Legal Aid's Role in the Eviction Process
- Overview of HUD Housing
  - Tenant Obligations
  - Termination of Assistance
- Tenant Protections
  - Protections against Discrimination
  - Protections for Victims of Domestic Violence

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Kentucky Landlord and Tenant Law

URLTA vs. Non-URLTA

Kentucky does not have a uniform, state-wide landlord and tenant law.

The law that applies to a landlord and tenant relationship depends on the location of the rental unit.

1. Uniform Residential Landlord and Tenant Act ("URLTA")
   - KRS §§ 383.500-383.715
   - Does not apply state-wide
   - Must be adopted by city or county by ordinance

2. Other statutory and common law applies where URLTA has not been adopted.
   - KRS §§ 383.010-383.198

❖ Because of the difference in laws, a landlord's obligations and a tenant's rights will differ between locations.

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Jurisdictions where URLTA has been adopted

Cities:

- Barbourville
- Bellevue
- Bromley
- Covington
- Elsmere
- Florence
- Fort Thomas
- Georgetown
- Ludlow
- Melbourne
- Newport
- Shelbyville
- Silver Grove
- Southgate
- Taylor Mill
- Walton
- Woodlawn

Counties:

- Campbell
- Fayette/Lexington
- Jefferson/Louisville
- Oldham
- Pulaski

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How does a tenant start renting a property?

- **Agreement.** Signing a lease or entering an oral tenancy.

- **Written lease.** A lease lays out the responsibilities of both the property owner and the renter renting the property.

- **No written lease.** If there is no written lease, the rights and responsibilities of the landlord and tenant are laid out by statute (KRS 383.010 to KRS 383.198).

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What are a tenant's obligations under a lease?

- Pay rent in full and on time.
- Pay utilities and other fees.
- Maintain the property in a safe and habitable condition.
  - Keep the unit clean
  - Do not cause damage or allow guests to cause damage to unit
- Comply with the terms of the lease.
  - Pets
  - Unauthorized tenants
  - Quiet enjoyment by other tenants
  - Allow pest inspection/treatment

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Landlords' Obligation to Maintain Property (aka Warranty of Habitability)

Non-URLTA Jurisdictions – Landlord's maintenance obligations are limited to what is stated in the lease or local building or housing codes.

- If there is no written lease, landlord generally has no legal obligation to maintain the property or make repairs beyond what is required by local building or housing codes.

URLTA Jurisdictions – Landlord's obligation to maintain the property in a safe and habitable condition is set out by statute (KRS 383.595)

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KRS 383.595 requires that a landlord:

- Comply with applicable building and housing codes that materially affect 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 them
- Supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1 (exception – the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection)

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Tenant Remedies for Landlord Failure to Repair – Non-URLTA Jurisdiction

- Tenant must file lawsuit in circuit court in the county where property is located to seek an injunction to require landlord comply with maintenance obligations set out in the lease or local building or housing codes.
- Tenant can contact local code enforcement.
  - Danger that property will be condemned if conditions warrant.

- Consider requesting a reasonable accommodation under the Fair Housing Act for repairs that are necessary for the tenant's health or welfare
  - Request must be in writing
  - Must provide documentation from a medical provider that the repair is necessary for the tenant's health or welfare
  - Contact Kentucky Fair Housing Council for assistance in requesting a reasonable accommodation

Kentucky law does not allow tenant to withhold or escrow rent to force landlord to make repairs.

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Tenant Remedies for Landlord Failure to Repair – URLTA Jurisdictions

- Tenant has statutory remedies for landlord's failure to make repairs or maintain property:
  - KRS 383.625
  - KRS 383.635

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KRS 383.625 – "Repair or Termination of Lease"

- Material noncompliance by landlord with rental agreement or KRS 383.595
  - Must materially affect health and safety of tenant
- Tenant may deliver written notice to landlord specifying actions or omission constituting the breach and that the lease will be terminated upon a date not less than 30 days after the receipt of the notice if the breach is not remedied within 14 days.
  - Recommend delivery by certified mail
  - 14/30-day deadlines run from date of receipt of notice
- Exceptions:
  - If landlord remedies the breach within 14 days from the receipt of the notice, tenant may not terminate leas
  - Tenant may not terminate lease for a condition caused by the deliberate or negligent act or omission of the tenant, a member of tenant's family, or other person on the premises with tenant's consent.
- Tenant may also bring legal action to recover damages or obtain injunctive relief for any noncompliance by landlord with requirements of KRS 383.595.

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KRS 383.635 – “Repair and Deduct”

- Landlord willfully and materially fails to comply with lease or with maintenance obligations under KRS 383.595
  - AND noncompliance materially affects health and safety of tenant
- Tenant may give landlord written notice of intent to correct condition at landlord’s expense if repairs are not made within 14 days.
- If Tenant makes repairs, must provide landlord with itemized statement of cost of repairs and proof of payment.
- Tenant may deduct from rent $100 or an amount equal to ½ monthly rent, whichever is greater.
- Tenant may not repair at landlord’s expense if the condition was caused by the deliberate or negligent act or omission by tenant, member of tenant’s family, or other person on the premises with tenant’s consent.

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Lockouts and Utility Shutoffs

- **Non-URLTA Jurisdictions**
  - No law that prohibits a landlord from changing the locks or shutting off the utilities to force a tenant to move out without going through the eviction process.
  - Landlord's obligation to provide utilities is limited to what is set out in the lease.
  - Tenant can file lawsuit in circuit court where the property is located for unlawful ouster.
- **URLTA Jurisdictions**
  - KRS 383.640 – If a landlord willfully fails to provide heat, running water, hot water, electric, gas, or other essential services as required by the lease or KRS 383.595, the tenant may give written notice to the landlord of the breach and may
    - Procure services and deduct actual and reasonable costs from rent OR
    - Recover damages
  - KRS 383.655 - If the landlord unlawfully removes or excludes the tenant from the premises, tenant may bring a legal action to recover possession and recover damages in an amount equal to no more than 3 months rent.

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Retaliation by Landlord

- **Non-URLTA Jurisdictions**
  - No law prohibiting retaliation by landlord against tenant for reporting health and safety violations to a government agency or requesting repairs
  - Federal or state fair housing laws prohibit retaliation by landlord against tenant for tenant's exercise of rights under fair housing laws
  - HUD Regulations also prohibit retaliation by landlord against tenants in HUD-subsidized housing
- **URLTA Jurisdictions**
  - KRS 383.705 prohibits retaliation by landlord by increasing rent, decreasing services, or filing a forcible detainer action because the tenant:
    - Complained to a government agency of code violations that materially affect health and safety,
    - Requested repairs or complained to the landlord of a violation of the warranty of habitability, or
    - Joined a tenant's union or other similar organization
  - If landlord acts within 1 year of tenant reporting code violations, requesting repairs, or joining a tenant's union, landlord's actions are presumed to be retaliatory
    - Landlord can overcome the presumption by presenting evidence that they had other, legitimate reasons for their actions
  - There is no presumption of retaliation for an eviction action filed within 1 year if:
    - Code violation or needed repairs were caused by the tenant,
    - Tenant is in default in rent, or
    - Repairs necessary to bring the premises up to code requires alteration, remodeling, or demolition which would effectively deprive the tenant of the use of the premises.

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Termination of Lease by Landlord

Reasons landlord can terminate a tenant's lease:

- Nonpayment of rent
- Material breach of the lease
- Termination of a month-to-month tenancy

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Non-Payment of Rent

- Non-URLTA Jurisdiction
  - Landlord must give tenant 30 days' written notice to vacate property for nonpayment of rent.
    - Tenant can agree to shorter notice period in lease.
  - Tenant does not have a statutory right to cure the non-payment of rent.
    - Payment of past due rent by tenant and acceptance by landlord is defense against eviction.
- URLTA Jurisdiction
  - Landlord must give tenant 7 days' written notice to pay past due rent in full or vacate property.
  - Tenant has statutory right to cure nonpayment of rent within 7 days.
    - To cure, tenant must pay amount due in full. Landlord is not required to accept partial payment.
  - Acceptance by landlord of any rent after notice date acts as waiver of right to evict.

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Breach of Lease

- Non-URLTA Jurisdiction
  - Landlord must give tenant 30 days' written notice to vacate
    - Tenant can agree to shorter notice period in lease
  - Tenant has no statutory right to cure breach
    - If tenant cures breach, cure may be a defense to eviction
- URLTA Jurisdiction
  - Landlord must give tenant 14 days' written notice to cure the breach or vacate
  - Tenant has statutory right to cure the breach within 14-day notice period
    - No right to cure if tenant has received written notice within previous 6 months for a same or similar breach
  - Landlord may not evict if tenant has cured breach

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Termination of Month-to-Month Tenancy

- Tenancy is month-to-month if:
  - No written lease
  - Written lease has expired

- In both URLTA and Non-URLTA jurisdictions, landlord must give 30 days' written notice to tenant to vacate premises
  - Landlord is not legally required to state a reason for termination of the lease or non-renewal of the tenancy

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Forcible Entry and Detainer (aka Eviction)

"The general statutory scheme established for [forcible entry and detainer] KRS 383.200-.280, although re-codified from time to time, is at least a hundred years old and arguably is ill-suited to the reality of modern landlord-tenant relations."

Shinkle v. Turner, 496 S.W.3d 418, 420 (Ky. 2016)

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What is forcible entry and detainer?

- Forcible entry and detainer is a summary proceeding in which only a single hearing is held. There is no right to discovery. Tenant does not have a legal right to counsel.
- Forcible entry and detainer is civil in nature, despite the standard language stating that the tenant is guilty of forcible entry and detainer if judgment is granted.
- Tenant can be evicted from their home in as little as 10 days from the date the forcible entry and detainer case is filed with the court, and in some cases less than a month from the date notice to vacate is given.

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What is the Eviction Process?

- Landlord gives required notice to the tenant
  - Notice must be in writing
  - Text or email is insufficient
  - Notice must be served by posting in a conspicuous location (usually front door) and/or by mail
- Landlord files a forcible entry and detainer action in the district court where the property is located
  - Action may be filed on the date after the notice period expires
- Forcible entry and detainer hearing is held
  - Tenant must be served with notice of hearing at least 3 days prior to hearing date
- If judgment is granted in favor of landlord, tenant has 7 days to vacate or file an appeal
  - If tenant does not vacate or file an appeal within 7 days, on 8th day landlord can obtain writ of possession

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A few notes about forcible entry and detainer/eviction cases:

- Most tenants are not represented by counsel at forcible entry and detainer hearings, and there is no legal right to be represented by counsel.
- In 2023 there were 40,167 forcible detainer cases filed in the Commonwealth of Kentucky, and 37,463 forcible detainer cases were filed in 2024. Between January 1, 2025, and May 30, 2025, there were 14,666 forcible detainer cases filed in the Commonwealth of Kentucky. (https://www.kycourts.gov/AOC/Information-and-Technology/Analytics/Pages/Caseload-Monthly-by-Category.aspx).
- A forcible entry and detainer judgment cannot be expunged from a person's record and will appear on a background check for up to 7 years.
- Forcible entry and detainer law is inadequate to meet the needs of a modern landlord-tenant relationship and is not uniformly applied in courts across the Commonwealth.
- Tenants have the right to request a jury trial, but such requests are frowned upon by courts.

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Legal Aid's Role in the Eviction Process:

1

Analyze case for any potential technical or factual defenses

2

Advise tenant of legal rights, availability of defenses, and hearing procedures

Refer tenant to community organizations for assistance in finding new housing or funds to pay past due rent

3

Negotiate with landlord to allow tenant to cure or to vacate without eviction

If there are no defenses available, representation is limited to this negotiation

4

Represent tenant at forcible detainer hearing if defenses are available.

File appeal from forcible detainer judgment were appropriate.

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What are some of the defenses Legal Aid raises:

- Technical Defenses
  - Defects in notice or filing of complaint that require dismissal of case
    - Insufficient notice
    - Named plaintiff is not legal owner of the property or agent of the legal owner of the property
    - Complaint filed by someone other than the legal owner (if an individual) or a licensed attorney
    - All persons with interest in the property are not named as parties
    - Grounds for eviction listed in the complaint do not match the grounds for termination listed in the notice
  - Dismissal is temporary – landlord can correct defect and file new case

- Factual Defenses
  - Did tenant cure nonpayment of rent or breach
  - Is landlord retaliating against tenant
  - Has landlord waived right to evict by accepting rent
  - Landlord may bring new eviction action for different grounds

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HUD Housing Assistance

Overview of Tenant's Rights and Obligations

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Types of HUD Housing Include:

- Public Housing
  - Local Housing Authority owns the property.
  - Cannot be ported (moved) to a different housing authority property.
  - Housing Authority policies and regulations set out in Admissions and Continued Occupancy Policy ("ACOP")
- Housing Choice Voucher (Section 8)
  - Tenant finds landlord willing to accept voucher that pays a portion of the tenant's rent
  - Can be ported to a different property or to a different housing authority's jurisdiction
  - Housing Authority policies and regulations set out in Administrative Plan
- Project-Based Section 8
  - Privately owned property where a percentage of the tenants receive Section 8 rental assistance
  - Cannot be ported to another property or to a different housing authority's jurisdiction
  - Housing Authority policies and regulations set out in Administrative Plan

Tenant Obligations

- Pay rent and utilities on a timely basis
- Timely report any changes in income or family composition
- Complete all required recertifications and keep all scheduled appointments
- Maintain property -- keep unit clean and timely report any needed repairs
- Do not allow persons not on the lease to reside in unit
- Do not engage in violent, alcohol-related, or drug-related criminal activity

Termination of Assistance

- Public Housing
  - Lease automatically renews each year.
  - Lease can only be terminated for cause.
  - Eligibility for public housing must be recertified annually or whenever change in income or family composition occurs.

- Section 8 HCV and Project-Based Section 8
  - Leases must be renewed each year by landlord
  - Landlord can choose not to renew lease.
  - During first year of lease, tenancy may only be terminated for cause.
  - Eligibility for voucher must be recertified annually or whenever change in income or family composition occurs.

“Cause” For Termination

- Failure to timely report changes in income or family composition
- Failure to properly maintain the unit
- Unauthorized occupant
- Non-payment of rent
- Material or repeated violations of terms of lease
- Engaging in violent, alcohol-related, or drug-related criminal activity
  - On or off housing authority property (for public housing)
  - Arrest or criminal conviction not necessary
  - Tenant assistance may also be terminated for violent, alcohol-related, or drug-related criminal activity by family members or guests on the property

Right to Hearing

- Housing Authority must adopt a grievance hearing policy and make policy available to tenants
  - Public housing tenants have 2 step hearing process:
    - Informal Hearing
    - Grievance Hearing
  - Section 8/Project-Based Section 8 have 1 step hearing process:
    - Informal Hearing
- Tenant can request hearing when housing authority
  - Takes adverse action against tenant (example: terminates assistance or denies an application)
  - Fails to act (example: not making requested repairs)
- There is no right of appeal from an informal hearing (Section 8) or grievance hearing (public housing)
- In most circumstances, housing authority must offer opportunity to request a hearing prior to termination of assistance
  - Comply with deadline set out in notice of termination letter
  - No right to hearing when termination is due to violent or drug-related criminal activity

Ineligibility Periods

- Tenant will be ineligible for federal housing assistance for a period after housing assistance is termination.
  - Length of ban will be determined by the reason for the termination.

- Tenant will also be ineligible for federal housing assistance if any money is owed to a public housing authority.
  - Unpaid rent or utilities
  - Damages
  - Overpayment

ONE YEAR BAN

A tenant will be ineligible to receive federal housing assistance for 1 year from the date of denial/termination for:

- Failure to timely notify the Housing Authority of changes or provide requested information
- Failure to pay utility bills or supply appliances tenant is required to supply under the lease
- Serious or repeated violation of the lease
- Default on a repayment plan with the Housing Authority

THREE YEAR BAN

A tenant will be ineligible for federal housing assistance for 3 years from the termination/ conviction date for:

- Damaging the unit beyond normal wear and tear
- Abusive/violent behavior committed toward housing authority personnel
- Court-ordered eviction from public housing or other assisted housing program
- Welfare fraud/misrepresentation to receive benefits
- Unauthorized occupant in the unit
- Failure to report changes in income within 10 days or failure to report all household income

FIVE YEAR BAN

A tenant will be ineligible for federal housing assistance for 5 years from the termination/ conviction date for:

- 3 or more alcohol-related arrests in 5 year period
- Participation on or off Housing Authority property/assisted unit in
  - Illegal drug-related criminal activity
  - Violent criminal activity
  - Any crime of a sexual nature
- Intentionally supplying false, incomplete, or inaccurate information
- Fraud, bribery, or any other corrupt or criminal act in connect with the federal housing assistance program

LIFETIME BAN

A tenant will be ineligible to receive federal housing assistance for life for:

Being subject to a lifetime registration requirement under a state sex offender registration program

- Persons who are required to register under a state sex offender registration program for a period shorter than life are ineligible until they are removed from the registry program.

Conviction for manufacturing or producing methamphetamine on the premises of the assisted housing

Tenant Protections

- Fair Housing Laws
- Protections for Victims of Domestic Violence

Protection Against Discrimination in Housing

- Fair Housing Act ("FHA") prohibits discrimination in housing based on race, color, national origin, religion, disability, gender, and familial status.
  - FHA generally covers real property meant as a home or residence for one or more families.

- HUD regulations prohibit discrimination on the basis of actual or perceived sexual orientation, gender identity, or marital status in regard to housing programs assisted by HUD or subject to a mortgage insured by the Federal Housing Administration.

- Kentucky's Fair Housing Law prohibits discrimination in housing based on a person's race, color, religion, national origin, sex, disability, or familial status.

Each of these housing laws prohibits retaliation against a person exercising any of their housing rights.

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What are examples of housing discrimination?

- Refusing to rent or lease real property for discriminatory reasons.
- Presenting that real property is not available for inspection or rent when, in fact, it is.
- Offering terms or conditions for rental that are different because of someone's protected class.
- Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of any housing right (aka retaliation).
- Refusing to make reasonable accommodations in rules, policies, practices, and services when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a housing accommodation.
- Refusing to permit, at the expense of the disabled person, reasonable modifications of existing premises if the modifications may be necessary to afford the person full enjoyment of the premises.
- Treating tenants of a particular protected class differently than other tenants.

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Reasonable Accommodations and Modifications

- Reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service.
  - It is unlawful for a landlord to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling and public and common use areas.
  - A housing provider may not to permit, at the expense of the person with a disability, a reasonable modification of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises

  - https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications#reasonable-accommodations

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Examples of Reasonable Accommodations and Modifications

- Assigning an accessible parking space for a person with a mobility impairment
- Permitting a tenant to transfer to a ground-floor unit when needed for a mobility impairment or other ease of access
- Adjusting a rent payment schedule to accommodate when an individual receives income assistance
- Adding a grab bar to a tenant's bathroom
- Permitting an applicant to submit a housing application via a different means
- Permitting a service or assistance animal in a "no pets" building for a person who is has a disability.

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Exemptions to Fair Housing Laws

- Rental of an owner-occupied duplex or one room in a private house

- Rental of religious organization owned housing to the extent of giving preference to members of that religion

- Refusal to rent on the basis of sex if:
  - A single sex dormitory; the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility AND
  - It can be demonstrated that gender-based exclusions are necessary for reason of personal modesty or privacy

- Refusal to rent on basis of familial status if:
  - Housing is intended as housing for older persons
    - Occupants 62 years of age or older OR
    - 80% of all units in the facility have occupants 55 years of age or older and special services for older persons are provided

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Reporting Housing Discrimination

Kentucky Commission on Human Rights
332 W Broadway, Ste 700
Louisville, KY 40202
Telephone: 502595-4084
www.kchr.ky.gov

US Department of Housing and Urban Development
601 W Broadway, Rm. 110
Louisville, KY 40202
Telephone: 502-582-6163
www.hud.gov

Kentucky Fair Housing Council
207 E Reynolds Road, Ste 130
Lexington, KY 40517
Telephone: 859-971-8067
www.kyfairhousing.org

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Protections for Victims of Domestic Violence

For victims of domestic violence who live in rental housing:

- **Kentucky Protections Afforded Victims of Domestic Violence and Abuse or Dating Violence and Abuse Act**

- **Violence Against Women Act**

Kentucky Protections Afforded Victims of Domestic Violence and Abuse or Dating Violence and Abuse Act (KRS 383.300 and 383.302):

- Applies to persons who have an EPO, DVO, Temporary IPO, or Pretrial Release No Contact Order
  - Applies to rental agreements entered or renewed after June 29, 2017
- Person cannot be evicted or denied a lease because of their status as a "protected tenant"
  - Includes protection for victims of violence or abuse who call the police for help during an emergency
- Tenant can change their locks at their own expense.
  - Tenant must notify landlord that locks have been changed and provide landlord with a key upon their request.
- Tenant can terminate lease with 30 days' written notice.
  - Tenant will be responsible for any pro-rated rent.
  - Tenant cannot be held responsible for damages caused by the domestic violence.
  - Landlord cannot give tenant a negative reference or take steps to harm tenant's credit.

Violence Against Women Act ("VAWA")

- Applies only to residents of federally subsidized housing.
  - Public housing, Section 8, Project-Based Section 8, USDA, LIHTC
- Victims of domestic violence, dating violence, sexual assault, or stalking
- Applies to all genders, not just women
- Protects a victim's right to apply for and live in federally subsidized housing without being denied due to their status as a victim of domestic violence, dating violence, sexual assault, or stalking

VAWA protections include:

- Person cannot be denied admission or assistance because of the violence committed against them
- Person cannot be evicted from federally subsidized housing or have federally subsidized housing terminated because of violence committed against them
- Person cannot be denied admission, evicted, or have their assistance terminated for reasons related to the violence
  - Examples: having an eviction record, criminal history, or bad credit history
- Person must have the option to stay in their federally subsidized housing, even if there has been criminal activity directly related to the violence
- Person can request an emergency transfer from the housing provider for safety reasons related to the violence and must be allowed to move with continued assistance if the person receives Section 8
- Person can request lease be bifurcated, allowing them to remain in the unit while the perpetrator is removed from the lease/unit
- Person cannot be coerced, threatened, intimidated, or retaliated against by federally subsidized housing providers for seeking or exercising VAWA protections

Questions?