

# INSTRUCTIONS FOR NOTICES TO REPAIR OR CORRECT CONDITION IN WYOMING

Read these instructions carefully.

You can use this form to tell your landlord or property manager about problems in your home that need to be fixed.

## **Before You Get Started**

Wyoming laws instruct renters to give written notice to the landlord or property manager when something in the rental property needs to be fixed. You will need to give a *First Notice*. If the problem does not get fixed after that, you will give a *Second Notice*. These instructions will help you with both of those forms.

## **An Important Note About Paying Rent**

You can read Wyoming Statute 1-21-1203 below. According to that statute (law), you must be current on all payments to your landlord or property manager before you send the First Notice to Repair or Correct Condition. It might be tempting to refuse to pay the rent until the problems in your home are fixed, but the statutes do not support that. In other words, the law is not on your side if you have not paid the rent.

You might also have thought about repairing the problems yourself and then subtracting those expenses from the amount of rent you pay. The statutes do not support that plan either. The law says that the payments required by your lease must be made before you send the First Notice to your landlord or property manager.

## **The top of the page on the First Notice to Repair or Correct Condition.**

On the line labelled “To” write the name of the landlord or property manager. If the property is managed by a company, write the company’s name. On the line labelled “Address” write the full address of that person or company.

On the line labelled “From” write your name. On the line labelled “Address” write the full address where you live.

## **After the Title.**

The First Notice has its title printed between two long lines.

After that, fill in the blanks with your name and the street address and city where you live. If your address has an apartment number or letter, be sure to include that.

Next, there will be a section that starts by naming the statute (law) that requires the First Notice to Repair or Correct. The law requires you to explain the problems at the property. Write your explanation on the long blank lines. You might have strong feelings about what's wrong in your home, but it will be helpful if you stay calm and write a clear explanation.

In the next section, you will tell the landlord or property manager what you want them to do to fix the problems. It will be helpful here if you make requests that are practical.

Next, there is the sentence "Please respond to this notice in writing in a reasonable time." The statute does not say how many days the landlord or property manager can wait before responding, but it does say the response should happen within a reasonable time.

### **The Signature Section.**

On the line labelled DATED, write the date you are signing the form.

Sign your name on the signature line. By signing the form, you are saying that everything you wrote on the form is true. Review your answers carefully before you sign the form.

Print your name, and write in your phone number, mailing address, and email address.

### **Serving the First Notice to Repair or Correct Condition**

You must serve the Notice to the landlord or property manager. This means you must give them a copy of the Notice. You can do this in person (which is called delivering it by hand) or you can leave the Notice where they live or work (this includes the property manager's office) or you can mail it using certified mail (you must go to a post office and pay to use certified mail).

After you serve the Notice, you will fill out the Certificate of Service. Write in:

- The date when you delivered, left, or mailed the Notice.
- The information about how and where you served the Notice. (Use the checkboxes and the blank lines.)

Sign the Certificate of Service. Then print your name and the date when you signed it.

**Keep a copy of the Notice and the Certificate of Service or take clear pictures of both pages because you might need this information later.**

## **INSTRUCTIONS FOR SECOND NOTICE TO REPAIR OR CORRECT CONDITION IN WYOMING**

You must let a reasonable amount of time has pass after you give the landlord or property manager the First Notice to Repair or Correct Condition. During this time, the landlord or property manager should either fix the problems or send you a written response. You can learn more about the choices the landlord has by reading **Important Things You Need to Know** at the end of these instructions.

If the landlord or property manager did not send you a written response and did not fix all of the problems from your First Notice, you can use these instructions to fill out the *Second Notice to Repair or Correct Condition*.

### **The top of the page on the Second Notice to Repair or Correct Condition.**

On the line labelled “To” write the name of the landlord or property manager. If the property is managed by a company, write the company’s name. On the line labelled “Address” write the full address of that person or company.

On the line labelled “From” write your name. On the line labelled “Address” write the full address where you live.

### **After the Title.**

The Second Notice has its title printed between two long lines.

After that, fill in the blanks with your name and the street address and city where you live. If your address has an apartment number or letter, be sure to include that.

There will be two checkboxes. Read the choices and mark the box that fits your situation.

If you mark the first checkbox, be sure you attach a copy of the First Notice to Repair or Correct Condition.

If you mark the second checkbox, you will need to write in the information that was included on the First Notice. On the long blank lines within the black square, write the same things the First Notice said. If you have pictures of the First Notice, look at the picture and copy the words exactly. Do **not** add new information.

### **After the black square.**

In this section, you will write information about when and how you served the First Notice. This will be the same information that is on the Certificate of Service from the **First** Notice. If you have a copy or picture of that Certificate of Service, copy the information from it.

The next section tells your landlord or property manager that you are following the rules in the statute (law) for a Second Notice to Repair or Correct. There is a lot of language in this section that comes directly from the statute. Do not change the language.

Fill in the number of days that have passed since you served the First Notice. See the note below about “reasonable time.”

On the long blank lines, write down which problems have not been fixed.

Next, there is a sentence that says you demand the problems get fixed. Then there is a warning to the landlord or property manager that you might decide to file a court case. The statute requires you to give the landlord or property manager three days after you serve the Second Notice. If the landlord or property manager has not started fixing the problems after three days, you can file a case (sue them) in Circuit Court.

### **The Signature Section.**

On the line labelled DATED, write the date you are signing the form.

Sign your name on the signature line. By signing the form, you are saying that everything you wrote on the form is true. Review your answers carefully before you sign the form.

Print your name, and write in your phone number, mailing address, and email address.

### **Serving the Second Notice to Repair or Correct Condition**

You must serve the Notice to the landlord or property manager. This means you must give them a copy of the Notice. You can do this in person (which is called delivering it by hand) or you can leave the Notice where they live or work (this includes the property manager’s office) or you can mail it using certified mail (you must go to a post office and pay to use certified mail).

After you serve the Notice, you will fill out the Certificate of Service. Write in:

- The date when you delivered, left, or mailed the Notice.
- The information about how and where you served the Notice. (Use the checkboxes and the blank lines.)

Sign the Certificate of Service. Then print your name and the date when you signed it.

**Keep a copy of the Second Notice and the Certificate of Service or take clear pictures of both pages because you might need this information later.**

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### **Important Things You Need to Know**

#### How many days is “reasonable time”?

The statutes do not answer this question. You will need to decide for yourself whether you have waited a reasonable amount of time. It is important to remember that, if this

becomes a court case, you will need agreement from a judge that you gave your landlord or property manager *reasonable time* to respond to your First Notice.

Can I just sue my landlord now?

The statutes require you to give your landlord or property manager a **First Notice to Repair or Correct** and a **Second Notice to Repair or Correct** before you start a court case. You must wait a reasonable time between the First Notice and the Second Notice. You must wait at least three days after the Second Notice.

Can the landlord refuse to fix the problem?

Yes.

If the landlord or property manager thinks you, your family, or people you allowed into your home caused the problem, they can refuse to fix the problem.

If the landlord thinks it will be too expensive to fix the problem, they can end your lease instead. The landlord is required to give you a warning in writing if they will be ending your lease.

You can read the statutes below to find out more.

**Wyoming Statute 1-21-1203.** Owner's duties; notice by renter of noncompliance; duty to correct; exceptions; termination of rental agreement; liability limited.

- (a) To protect the physical health and safety of the renter, each owner shall:
  - (i) Not rent the residential rental unit unless it is reasonably safe, sanitary and fit for human occupancy;
  - (ii) Maintain common areas of the residential rental unit in a sanitary and reasonably safe condition;
  - (iii) Maintain electrical systems, plumbing, heating and hot and cold water; and
  - (iv) Maintain other appliances and facilities as specifically contracted in the rental agreement.
- (b) If the renter is current on all payments required by the rental agreement and has reasonable cause supported by evidence to believe the residential rental unit does not comply with the standards for health and safety required under this article, the renter shall advise the owner in writing of the condition and specify the remedial action the renter requests be taken by the owner. Within a reasonable time after receipt of this notice, the owner shall either commence action to correct the condition of the residential rental unit or notify the renter in writing that the owner disputes the renter's claim. The notices required by this subsection shall be served by certified mail or in the manner specified by W.S. 1-21-1003.
- (c) The owner shall not be required to correct or remedy any condition caused by the renter, the renter's family or the renter's guests or invitees by inappropriate use or misuse of the property during the rental term or any extension of it.

- (d) The owner may refuse to correct the condition of the residential rental unit and terminate the rental agreement if the costs of repairs exceeds an amount which would be reasonable in light of the rent charged, the nature of the rental property or rental agreement. If the owner refuses to correct the condition and intends to terminate the rental agreement, he shall notify the renter in writing within a reasonable time after receipt of the notice of noncompliance and shall provide the renter with sufficient time to find substitute housing, which shall be no less than ten (10) days nor more than twenty (20) days from the date of the notice. If the rental agreement is terminated, the rent paid shall be prorated to the date the renter vacates the unit and any balance shall be refunded to the renter along with any deposit due in accordance with W.S. 1-21-1208.
- (e) The owner is not liable under this article for claims for mental suffering or anguish.

**Wyoming Statute 1-21-1206.** Renter's remedies; notice to owner or agent; judicial remedy; rights under termination of rental agreement.

- (a) The remedies set forth in this section are available to a renter in compliance with all provisions of W.S. 1-21-1204 and 1-21-1205 when the rental agreement has not been lawfully terminated pursuant to W.S. 1-21-1203(d).
- (b) If a reasonable time has elapsed after the renter has served written notice on the owner under W.S. 1-21-1203 and the owner has failed to respond or to correct the condition described in the notice, the renter may cause a "notice to repair or correct condition" to be prepared and served on the owner by certified mail or in the manner specified by W.S. 1-21-1003. This notice shall:
  - (i) Recite the previous notice served under W.S. 1-21-1203(b);
  - (ii) State the number of days that have elapsed since the notice was served and that under the circumstances the period of time constitutes the reasonable time allowed under W.S. 1-21-1203(b);
  - (iii) State the conditions included in the previous notice which have not been corrected;
  - (iv) Demand that the uncorrected conditions be corrected; and
  - (v) State that if the owner fails to commence reasonable corrective action within three (3) days he will seek redress in the courts.
- (c) If the owner has not corrected or used due diligence to correct the conditions following notice under this section, or if the owner has notified the renter that the claim is disputed, the renter may commence a civil action in circuit court. The court shall endorse on the summons the number of days within which the owner is required to appear and defend the action, which shall not be less than three (3) nor more than twenty (20) days from the date of service. Upon a showing of an unreasonable refusal to correct or the failure to use due diligence to correct a condition described in this article, the renter may be awarded costs, damages and affirmative relief as determined by the court. Damages awarded to the renter may include rent improperly retained or

collected. Affirmative relief may include a declaration terminating the rental agreement, or an order directing the owner to make reasonable repairs.

- (d) If the court terminates the rental agreement pursuant to subsection (c) of this section, the renter is entitled to receive a refund of the balance of the rent and the deposit on the rental unit within thirty (30) days of the date the agreement is ordered terminated. The renter shall be required to vacate the rental unit no sooner than ten (10) days nor later than twenty (20) days after termination of the rental agreement by a court.