



Renter's Rights & Duties

In Wyoming, the Residential Rental Property Act sets out renter's rights, or what the landlord/owner must provide for the renter, and it also sets out what renters have to do and cannot do. This table summarizes these duties:

Renter's Rights: Renters have rights to the following from their landlord-

- a safe and clean rental unit
- safe and clean common areas, such as shared laundry facilities
- working electricity, plumbing, heat, and hot and cold water in the rental unit
- upkeep of anything else (such as appliances) if agreed to in the lease

When a renter does not have these rights:

- if the rental unit is a cabin or structure that is not meant to have certain amenities
- when the problem in the rental unit does not affect the renter's physical health or safety
- if the right has been changed and agreed to in writing by the renter and landlord
- if renter's friend or family member has broken something or created a poor condition in the rental unit by inappropriate use

Renter's duties: Renters must do the following-

- pay the rent on time
- keep the rental unit safe and clean
- take out garbage
- use the electricity, plumbing, heating and other appliances properly and keep them clean
- get landlord's written permission before having more tenants move in
- follow the terms of the lease
- take everything out of the rental unit and clean it after moving out

Renters may not:

- destroy or remove anything in the rental unit
- interfere with their neighbor's enjoyment of their own unit
- refuse to allow the landlord to come into the rental unit to make repairs, inspect the unit or show it to potential buyers or renters upon reasonable notice

What relief can be sought by renters: For renters who believe that their rental unit does not meet the rights listed above, the law allows the renter to enforce these rights. In order to try to enforce the renter's rights, the renter must be current on all payments to the landlord. Renters do NOT have a right to withhold the rent because they believe their rights are being violated due to poor conditions in the rental unit. The renter must have some evidence that his or her rights are being violated by the landlord. If both of those conditions are met, the renter must follow these steps:

1. **First Notice:** The renter must give the landlord a written notice that states the problem in the unit, and the action the renter wants the landlord to take to fix it. This notice must be sent to the landlord using certified mail, or it can be left at his or her house or place of business.
2. **Second Notice:** If the landlord does not fix the problem after a reasonable amount of time, the renter has to send a second notice. Again, this notice must be sent using certified mail or left at the owner's house or place of business. This notice must include a copy of the first notice, the number of days that have passed since the first notice was sent, the conditions in the rental unit that have not been fixed, a demand that those conditions be fixed, and it must also state that the renter will seek relief in the courts within three days if the conditions are not fixed.
3. **Court Action:** At this point, if the landlord has not made an effort to fix the problem in the rental unit or has told the renter that they do not agree that the condition must be fixed, the renter can file a lawsuit. If the renter can show in court that the owner was unreasonable in his or her refusal to correct or even try to correct the problem, the court may order the landlord to correct the problem.

Termination of the lease: After the landlord receives the first notice of a poor condition from the renter, the landlord may refuse to fix the problem and instead terminate the lease. This can only be done if the costs of the repairs for the rental unit would be unreasonable. If the landlord decides to terminate the lease, he or she must give the renter notice in writing. The notice must give the renter between 10-20 days to find a new place to live, and the landlord must prorate the rent (give you credit for the time you weren't in the unit) and return any deposit that is due.

Notes

TASK	DUE DATE	DONE