

MADISON COUNTY AREA RENTERS' HANDBOOK

Protecting Yourself and Your Family When the Laws Don't

Appalachian Research and Defense Fund (AppalRed)



Renters in Kentucky have very few legal rights.

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

This handbook is published by the
Appalachian Research and Defense Fund.

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Central Kentucky.



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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 14,000 households in Madison County are renter-occupied. Some communities in Kentucky have adopted the Uniform Residential Landlord Tenant Act (URLTA) to protect renters' rights. **Unfortunately, at this time, Madison County has not 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 Madison County 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 Madison County. 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 legal rights as a renter, you should contact a lawyer. You will find information on free legal services on page 27.



This handbook is not a substitute for legal advice.

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.
- 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 . . .



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 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 on 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 here?
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?
Yes/No	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, TV 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 requires the 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 emergency or the tenant requests the visit.
- ✓ Provide a process to return your 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 . . .

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.

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 . . .

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 an AppalRed attorney 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 . . .



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.

- An AppalRed 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. For legal advice regarding filing your own Small Claims lawsuit:

- Make an appointment to speak with an AppalRed or private attorney, and remember you will need 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 . . .

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
- Madison County has not 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:
Kentucky Commission of Human Rights – (800) 292-5566
Lexington Fair Housing Council -- (859) 971-8067

WHAT DOES FEDERAL LAW SAY ABOUT PUBLIC HEALTH?

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

MADISON COUNTY HEALTH DEPARTMENT
859-623-7312 ✦ 216 Boggs Lane ✦ Richmond, KY 40475
<http://www.madisoncountyhealthdept.org/>

HOW TO PROTECT YOUR RIGHTS . . .

WHAT DOES KENTUCKY COMMON LAW SAY ABOUT RENTER'S 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 renter's 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 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 20.

WHAT TO DO IF YOU'RE BEING 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 a 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 BEING 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 whether or not to sign an order evicting you. (The hearing date is on the Summons and Complaint.)

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.

WHAT TO DO IF YOU'RE BEING 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 in Forcible Detainer (eviction) court to get their security deposit back. Similarly, a landlord cannot get an order for rent or other fees in Forcible Detainer court.

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.

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 BEING EVICTED . . .

What will happen at court?

When it's your turn, the judge will call your name. Stand up and approach the front of the courtroom.

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 of 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 has already called your case, the judge may already have made an order to evict you.

Where can I find a lawyer?

To find a lawyer:

- Look in the phone book under "Attorneys" or search online for "Madison County KY Attorneys"
- Contact AppalRed Legal Aid to find out if they can help you (1-866-277-5733)

WHAT TO DO IF YOU'RE BEING EVICTED . . .

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.

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 and ask the judge to dismiss the case.

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 within 7 days, 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 the money for rent owed during the appeal.

WHAT TO DO IF YOU'RE BEING 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

Kentucky River Foothills Development Council, Inc.

Kentucky River Foothills is dedicated to the idea of helping people and changing lives. Their core service area encompasses Clark, Estill, Madison, and Powell counties. KRFDC provides a range of services for individuals and families, including assistance with housing and transportation.

Kentucky River Foothills Main Office
309 Spangler Drive
Richmond, KY 40475
859-624-2046

Legal Services

Appalachian Research and Defense Fund (AppalRed)

AppalRed provides free legal services to the poor and vulnerable in eastern and south-central Kentucky. AppalRed focuses on legal problems that affect clients' basic needs for food, shelter, income, personal safety from all forms of abuse, and safety and stability for children and the elderly. AppalRed does not handle criminal matters.

AppalRed Richmond Office
114 N. Third Street
Richmond, KY 40475
859-624-1394

Lexington Fair Housing Council
207 E. Reynolds Rd. Suite 130
Lexington, Kentucky USA 40517
Phone: 1 (859) 971-8067

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

Kentucky Bar Association
514 W. Main Street
Frankfort, KY 40601
502-564-3795

Madison County Attorney:
135 W IRVINE ST, Suite 202
Richmond, KY 40475
(859) 624-4777

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

RAW SEWAGE

Madison County Health Department
Richmond
859-623-7312
Berea
859-986-1192
<http://www.madisoncountyhealthdept.org/>

DANGEROUS STRUCTURAL PROBLEMS

Richmond
Codes Enforcement
(859) 623 1000
<http://richmond.ky.us/index.php/codes-enforcement>

Berea
Codes and Planning Administrator
(859) 986-8528
<https://bereaky.gov/government/city-departments/codes-planning/>

Some smaller communities in Madison County 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 in your place or residence.

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.**



