

Agreement for Tenant Repairs in Lieu of Rent

Affirmative Defense to add to Form Answer Packet

Did you and your landlord agree for you to make repairs instead of paying rent? If so, then your landlord may not be able to evict you if you file an Affirmative Defense. These instructions will show you how to file an Affirmative Defense page to be used with a Form Answer Packet. This Affirmative Defense form cannot be used without a Form Answer Packet.

Did the landlord to agree to accept repairs as rent?

Your landlord can agree to accept repairs in lieu of rent. If you make the repairs and the landlord tries to evict you for not paying the rent, the agreement between you and the landlord can be a defense.

Is the agreement in writing?

For this defense to work, there should be written evidence of the agreement. A simple contract would work "Tenant to paint house in exchange for May rent" with both you and your landlord's signature would work. Text messages or emails where the landlord agrees or offers to let you make repairs instead of paying rent should also work.

<div data-bbox="45 804 587 1505" data-label="Form"><p style="text-align: center;">AFFIRMATIVE DEFENSE 1 Agreement for Tenant Repairs in Lieu of Rent</p><p>7 Defendant incorporates by reference, as if completely rewritten herein, the allegations set forth in the above paragraphs.</p><p>8 If the landlord and tenant make an agreement that tenant is to make certain repairs to the premises in lieu of the obligation to pay certain rent ("repair agreement"), the tenant's repairs to the premises may be a defense to the eviction action.</p><p>9 The landlord and I made the following agreement: On <u>March 10, 2017</u>, we <u>texted that I would paint the house in exchange for one month's rent. See Exhibit B.</u></p><p>10 I made the following repairs: <u>I finished painting the house on March 20, 2017.</u></p><p>11 The only unpaid rent is rent that has been forgiven by the repair agreement.</p><p>12 Because the landlord agreed to accept repairs in lieu of rent and the repairs were made, this case should be dismissed.</p><p style="text-align: center;">Page 2 of 3: Sample Form Answer for SRLN Forms Contest. Find forms and instructions for this page at: https://www.learnthelaw.org/group/254/classroom/2250/572</p></div>	<p>Write about the agreement</p> <p>Write when you made an agreement and how you made the agreement. The agreement must be in writing, so attach the written agreement. Write "Exhibit A" (or B if it is the second exhibit) on the evidence and attach it, and write See Exhibit A here.</p> <p>Write about the repairs</p> <p>Write what repairs you made and the date or dates you made the repairs. You have to show that you kept up your side of the deal and made the repairs. You can also add evidence of the repairs that you made. The landlord may argue that your repairs weren't satisfactory, so be prepared to talk about the repairs at the hearing.</p> <p>Do you owe any other rent?</p> <p>This defense won't work if your landlord is also evicting you for other rent you owe, not covered by the repair agreement.</p>
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Landlord is still responsible for repairs

A landlord can't make a renter responsible for the repairs a landlord can make. You can file rent escrow if the landlord refuses to make repairs.

Add to the Form Answer Packet

This Affirmative Defense is only to be used with the Form Answer Packet, after the first page with the title. Number all the pages when you finish. The first number is the current page, and the second number is the total number of pages in the answer (not counting exhibits.)

The information in this publication is not legal advice. These instructions are created for the SRLN Forms Contest and are not intended for use at this time. Last updated May 2017.

Useful Evidence

- ★ Written Agreement. A copy of the written agreement is the best evidence.
- ★ Texts. If your landlord agreed over texts, you will have to print out the texts. You can take screenshots of the text and email them to somebody who can print them.
- ★ Emails. Print out and attach any emails between you and the landlord about the agreement.