

# Housing and Property Rights



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Housing and Property Rights



# **Housing and Property Rights**

Property rights concern the ownership, possession, use, enjoyment, and disposal of property. The two forms of property are real and personal. Real property includes land, buildings, structures attached to the land, and improvements to the land. Personal property consists of all other property, such as furniture, cars, jewelry, clothes, cash, and stock.

## **Marital Property Rights**

Property owned by a woman or man before or during marriage does not automatically become the other spouse's property because of the marriage. Property owned by a woman before marriage or inherited by her during marriage is hers alone. The same is true for her husband. **W.S. 20-1-201.**

Neither the husband nor the wife is responsible for debts acquired by the other spouse before the marriage; however, a supporting spouse can sometimes be required to provide support to a dependent spouse.

A married woman may give or receive gifts of real or personal property to or from her husband or anyone else. Her husband has the same right to give and receive gifts. **W.S. 20-1-202.**

**See also Family Law chapter of handbook.**

## **Rental of a Residence**

Wyoming has laws that apply to all rented housing, including trailers, houses, apartments, and public housing. Wyoming law establishes rights and responsibilities of landlords and tenants. **W.S. 1-21-1201 et seq.**

### **Owner's/Landlord's Duties**

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 oc-

cupancy;

- (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.

**W.S. 1-21-1203.**

Seasonal rental units, such as summer cabins, that are not intended to have the above amenities are specifically excluded from these requirements. **W.S. 1-21-1202(a).**

Landlords are responsible for maintaining common areas of residential rental units in a sanitary and reasonably safe condition. These requirements do not apply to breaks, malfunctions or other conditions, which do not materially affect the physical health or safety of the ordinary renter. **W.S. 1-21-1201(a)(iv).**

### **Renter's Duties**

Each renter shall:

- (i) Maintain the residential rental unit occupied in a clean and safe condition and not unreasonably burden any common area;
- (ii) Dispose of all garbage and other waste in a clean and safe manner;
- (iii) Maintain all plumbing fixtures in a condition as sanitary as the fixtures permit;
- (iv) Use all electrical, plumbing, sanitary, heating and other facilities and appliances in a reasonable manner;
- (v) Occupy the residential rental unit in the manner for which it was designed and shall not increase the number of occupants above that specified in the rental agreement without written permission of the owner;
- (vi) Be current on all payments required by the rental agreement;
- (vii) Comply with all lawful requirements of the rental agreement between the owner and the renter; and
- (viii) Remove all property and garbage either owned or placed within the residential rental unit by





the renter or his guests prior to termination of the rental agreement and clean the rental unit to the condition at the beginning of the rental agreement.

**W.S. 1-21-1204.**

## Prohibited Acts by Renter

No renter shall:

- (i) Intentionally or negligently destroy, deface, damage, impair or remove any part of the residential rental unit or knowingly permit any person to do so;
- (ii) Interfere with another person's peaceful enjoyment of the residential property; or
- (iii) Unreasonably deny access to, refuse entry to or withhold consent to enter the residential rental unit to the owner, agent or manager for the purpose of making repairs to or inspecting the unit, and showing the unit for rent or sale.

**W.S. 1-21-1205.**

## Remedies Available to Landlords and Tenants

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*Tenants may not refuse to pay their rent if the landlord does not fulfill his duties unless authorized by court order. To invoke the landlord's duty to repair the premises, tenants must make repair requests in writing.*

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If you believe your rented house, apartment or mobile home does not meet the safe and sanitary conditions, as described above, **and** you are current on all payment required by the rental agreement, you have to notify your landlord, **in writing**, of any problem and specify what you want your landlord to do about it. **W.S. 1-21-2106(b).**

Once notified in writing, your landlord must respond within a **reasonable period of time** and may elect to:

- Correct the problem, or
- Refuse to correct the problem and terminate the

rental agreement, or

- Notify you that the claim is disputed.

Your landlord may terminate the rental agreement if the costs of repairs exceed an amount which would be reasonable in light of the rent charged, the nature of the rental property or rental agreement. **W.S. 1-21-1203.**

Your landlord must give you at least 10 days to find substitute housing, but is required to give you no more than 20 days from the date of the notice to terminate. Any rent must be prorated to the date you vacate the unit and any balance remaining from what you have already paid must be refunded, less any deductions-which must be itemized-within 30 days or within 15 days after receipt of your new mailing address, whichever is later.

If there is damage to the residential unit, then your landlord may take up to 60 days to refund any prepaid rent and any deposits (see following section on Security and Utility Deposits).

If your landlord disputes your claim, your landlord must notify you in writing, by certified mail or by leaving the notice at your home or workplace. Your landlord is not required to correct or remedy any condition caused by you or your guests by inappropriate use or misuse of the property.

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*Tenants may not refuse to pay their rent if the landlord does not fulfill his duties unless authorized by court order.*

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If your landlord does not respond, or fails to correct the problem, within a reasonable period of time, then you may have a "Notice to Repair or Correct Condition" prepared and served on your landlord by certified mail. You may also be able to deliver the notice to your landlord's home or workplace but certified mail allows you to have evidence that you mailed it in the event the notice is lost or the landlord disputes your claim.

The Notice must:

- Recite the previous notice served, and



- 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)**, and
- State the conditions included in the previous notice which have not been corrected, and
- Demand that the uncorrected conditions be corrected, and
- State that if the landlord fails to commence reasonable corrective action within 3 days, redress will be sought in the courts.

After serving this Notice, if your landlord has not corrected, or used due diligence to correct the conditions cited, then you may commence a civil action in county or justice of the peace court.

## Security and Utility Deposits

**Non-refundable deposits.** Under Wyoming law, a rental agreement must state whether any portion of a deposit is non-refundable and written notice of this fact must also be provided to you, as the renter, at the time the deposit is taken. **W.S. 1-21-1207.**

**Security deposits.** Upon termination of the rental agreement, property or money held as a deposit may be applied by the owner or his agent to the payment of accrued rent, damages to the residential rental unit beyond reasonable wear and tear, the cost to clean the unit to the condition at the beginning of the rental agreement and to other costs provided by any contract.

**Written itemization of deductions required.** The balance of any deposit and prepaid rent and a written itemization of any deductions from the deposit together with reasons therefore, shall be delivered or mailed without interest to the renter within thirty (30) days after termination of the rental agreement or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later. If there is damage to the residential rental unit, this period shall be extended by thirty (30) days. The renter shall within thirty (30) days of termination of the rental agreement, notify the owner or designated agent of the location where payment and notice may be made or mailed. **W.S. 1-21-1208.**

**Utilities deposit.** After termination of the rental agreement, property or money held and *separately identified as a utilities deposit* shall be refunded by the owner to the renter within ten (10) days of a satisfactory showing that all utility charges incurred by the renter have been paid. Absent such showing within forty-five (45) days of termination, the owner shall within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the renter. Any refund due to the renter shall be paid within seven (7) days after the utility deposit has been applied to the renter's utility debt, or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later.

**Failure of landlord to comply.** If the owner of a residential rental unit or his agent unreasonably fails to comply with the laws surrounding refunding deposits, the renter may recover the full deposit and court costs.

**Landlord's attorney fees.** If the owner is the prevailing party and the court finds the renter acted *unreasonably* in bringing the action, the owner may be awarded court costs in addition to any other relief available.

## Evictions/Forcible Entry and Detainer

Eviction is the process a landlord uses to remove a tenant from the residence. Wyoming law does specify a "forcible entry and detainer" procedure to accomplish an eviction when:

- The tenant fails to pay rent for three (3) days after it is due;
- The tenant fails to perform renter's duties which generally relate to maintaining the rental in a clean and safe condition, disposing of all garbage properly, and using all facilities and appliances in a reasonable manner; or
- The tenant engages in any acts which generally relate to intentionally or negligently destroying or damaging any part of the rental unit, interfering with another person's peaceful enjoyment of the residential property or unreasonably denying access to the rental unit by the landlord. (See "**Renter's Duties**" and "**Prohibited Acts by Renter**" above).





**Forcible Entry and Detainer** means your landlord intends to get an order from the court to make you leave your rental unit. But first, your landlord must notify you that you are required to leave the premises, this is also known as a “Notice to Quit.”

This “**Notice to Quit Premises**” must be given to you at least three (3) days prior to your landlord’s commencing any action with the courts, by leaving a written copy with you or leaving it at your home or workplace. **W.S. 1-21-1003.**

The notice (Summons) must state the cause for the complaint and state the time and place of trial. The served notice must be received by you no less than 3 days prior, nor more than 12 days before the day of trial. **W.S. 1-21-1004.**

#### **Proceedings when tenant (defendant) fails to appear.**

If the defendant does not appear in accordance with a properly served summons the circuit court shall try the action as though she were present. Before proceeding, the landlord (plaintiff) shall file a complaint in which he relies in order to recover the premises. The complaint must be sustained by proof or the action dismissed. **W.S. 1-21-1005.**

#### **Tenant should reply to or answer the complaint.**

If the defendant appears, a like complaint shall be *admitted or denied* in the answer of the defendant. Both parties may be allowed to amend.

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*If no answer is made by the tenant (defendant), she may not offer evidence at the trial and is limited to cross-examination of the landlord’s (plaintiff’s) witnesses. W.S. 1-21-1006.*

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To preserve a right to object the evidence offered by the landlord, the tenant should answer the complaint by admitting or denying each allegation and filing the answer with the court and mailing or otherwise delivering a copy of the answer to the landlord or his or her attorney, if any.

#### **Judgment.**

If, after a trial, the court finds in favor of the landlord (plaintiff), it shall render a general judgment in favor of the plaintiff for restitution of the premises and costs. If the court finds the complaint true in part, it shall render judgment for restitution of that part only and shall order costs as it deems equitable.

The court will also determine the amount of rent due, if any, and any other charges, i.e. penalties and interest for late payment or non-payment and will enter judgment for those amounts, as well. **W.S. 1-21-1008.**

#### **Giving premises back to landlord.**

At the request of the landlord (plaintiff), his agent or attorney the court shall enter a *Writ of Restitution* allowing an officer to give the landlord possession of the premises within two (2) days, excluding Sundays. This means your landlord will legally have possession of the rental unit within two (2) days and you will be required at that time to pay for all rent and costs due. **W.S. 1-21-1012 and 1-21-1013.**

#### **Appeal.**

A tenant may appeal the court’s decision, which will stay execution of the Writ of Restitution only if, in addition to the bond required by **W.S. 1-21-1014**, the tenant (appellant) deposits with the court the amount of rent specified in the judgment. Unless the deposit is made, the appeal is not perfected and proceedings upon the judgment shall continue. **W.S. 1-21-1015.**

### **Fair Housing Act**

The Federal Fair Housing Act (FHA) prohibits the following actions if they are taken due to a housing applicant’s sex, familial status, race, color, religion, national origin, or handicap:

- Refusing to sell or rent a home or apartment;
- Telling the applicant that a home or apartment is not available for sale or rent when it is, in fact, available;
- Altering the terms and conditions of the sale or lease



of a home or apartment.

**42 U.S.C. §3604, §3605**

The FHA also forbids the printing of advertisements that show a preference for or against any sex, familial status, race, color, religion, national origin, or handicap, and it prohibits home mortgage lenders from denying or discriminating in any terms of a loan (duration, interest rate, etc.) on any of these bases.

If you have experienced a discriminatory housing practice, you can file a written complaint with the Secretary of Housing and Urban Development within a year of the alleged discriminatory practice. You may file this complaint by visiting its web site at [www.hud.gov](http://www.hud.gov),

completing its Housing Discrimination Complaint Form, and submitting the form online. You may also download the form and mail it in or write a letter to: Fair Housing Hub, U.S. Department of Housing and Urban Development, Five Points Plaza, 40 Marietta Street, 16th Floor, Atlanta, GA, 30303-2806. If you have questions about submitting your complaint, call 1-800-440-8091.

Whether or not such a complaint is filed, the person can also begin a civil action no later than two years after the occurrence of the alleged discriminatory housing practice. The court may appoint an attorney for you or may authorize that the action continue without the payment of fees, costs, or security.