

383.640 Wrongful failure to supply essential services.

- (1) If, contrary to the rental agreement of KRS 383.595, the landlord willfully fails to supply heat, running water, hot water, electric, gas, or other essential service, the tenant may give written notice to the landlord specifying the breach and may:
 - (a) Procure reasonable amounts of heat, hot water, running water, electric, gas, and the essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;
 - (b) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or
 - (c) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.
- (2) In addition to a remedy provided in paragraph (c) of subsection (1) the tenant may recover reasonable attorney's fees.
- (3) If the tenant proceeds under this section, he may not proceed under KRS 383.625 or 383.635 as to that breach.
- (4) Rights of the tenant under this section do not arise until he has given notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

Effective: July 13, 1984

History: Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 28, effective July 13, 1984. -- Created 1974 Ky. Acts ch. 378, sec. 29.