

Ten Tips Every Tenant Should Know

- 1. The best way to win over a prospective landlord is to be prepared.** Bringing all of the information needed to a complete rental application; money for an application fee; written references from landlords, employers, friends and colleagues; and a current copy of your credit report may give you a competitive edge over other applicants.
- 2. Carefully review all the important conditions of the tenancy before you sign anything.** Your lease or rental agreement may contain a provision that you find unacceptable - for example, restrictions on guests, pets, or times that you can play music.
- 3. To avoid disputes or misunderstandings with your landlord, get everything in writing.** Keep copies of any correspondence and follow up an oral agreement with a letter, spelling out your understanding. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.
- 4. Protect your privacy rights.** Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them.
- 5. Know your rights to live in a habitable rental unit - and don't give them up.** Landlords are required to offer their tenants livable premises, including adequate weather-proofing; heat, water and electricity; and clean, sanitary and structurally safe premises. If your rental unit is not kept in good repair, you have a

number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector or Health Department (who may order the landlord to make repairs or correct situations that are hazardous to one's health).

- 6. Keep communication open with your landlord.** If there's a problem - for example, if the landlord is slow to make repairs - talk it over to see if the issue can be resolved short of a nasty legal battle.
- 7. Purchase renters' insurance to cover your valuables.** Your landlord's insurance policy will not cover your losses. Renters' insurance typically costs \$100 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters. It also covers you if someone who claims to have been injured in your rental unit due to your carelessness sues you.
- 8. Make sure the security deposit refund procedures are spelled out in your lease or rental agreement.** To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions.
- 9. Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't.** Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal and learn whether criminal incidents have already occurred on the property or nearby.
- 10. Know when to fight an eviction notice - and when to move.** Unless you have the law and provable facts on your side, fighting an eviction notice is usually shortsighted. If you lose

an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and ability to easily rent from future landlords.

Should I inspect a unit before I sign the lease?

YES! MOST DEFINITELY! Give your unit a thorough inspection before you sign the lease! Don't neglect to check out things that might not be readily apparent, such as water pressure and sink drainage in the kitchen and bathrooms, or operation of appliances. It's best to inspect the premises before you move in; it will be easier to spot problems while the place is bare. You'll be protected from being billed for damage that existed before you ever moved into the unit.

Ideally, you and your landlord should fill out the checklist together to prevent any disputes or disagreements. Otherwise, it's smart to bring along a roommate or a friend so that there's at least one other witness to the condition of the unit at move-in time. If you spot problems, describe specifically what is wrong. Rather than simply noting "damage to carpet," for example, state "cigarette burns, frayed edges in carpet next to picture window." The more detailed you are, the clearer it is that you're not responsible for those damages. You and your landlord should both sign the checklist after completing it. Make a copy so that each of you has one. At the end of your tenancy, you'll make another inspection of the same items, noting their condition at move-out time. If items that were okay at move-in are now damaged, your landlord may hold you responsible for fixing them

Besides completing a checklist, you may also want to document the condition of your unit with photographs or video. If you take photos, have doubles of them developed immediately; write the date they were taken on the backs and send your landlord a set as soon as you get them back. That way your landlord won't be able to claim that the photos were taken later than they actually were. If you can, use a camera that automatically date-

stamps each photo. If you videotape the premises, clearly state the date and time while you are taping, make a copy and send it to your landlord right away. Repeat this process when moving out.

What are the rules for returning security deposits?

Landlords have 30 days after a tenant moves out to return deposits. They may make certain deductions from a tenant's security deposit, provided they do it correctly and for an allowable reason. Landlords then must provide a written itemized accounting of deductions for unpaid rent and for repairs for damages that go beyond normal wear and tear, together with payment for any deposit balance. A tenant may sue a landlord who fails to return his or her deposit when and how required, or who violates other provisions of security deposit laws; often these lawsuits may be brought in small claims court. If the landlord has intentionally and flagrantly violated the law, a tenant may recover the entire deposit

When can a lease be legally terminated?

A landlord may legally terminate a lease if a tenant significantly violates its terms or the law - for example, by paying the rent late, keeping a dog in violation of a no-pets clause in the lease, substantially damaging the property or participating in illegal activities on or near the premises, such as selling drugs.

A landlord must first send the tenant a notice stating that the tenancy has been terminated. State laws set out very detailed requirements as to how a landlord must write and deliver (serve) a termination notice. Depending on what the tenant has done wrong, the termination notice may state that the tenancy is over and warn the tenant that he or she must vacate the premises or face an eviction lawsuit. If the tenant fixes the problem or leaves as directed, no one goes to court. If a tenant doesn't comply with the termination notice, the landlord can file a lawsuit to evict the tenant.

How can landlords and tenants avoid disputes?

Legal disputes - actual and potential - come in all shapes and sizes for landlords and tenants. Whether it's a disagreement over a rent increase, responsibility for repairs or return of a security deposit, rarely should lawyers and litigation be the first choice for resolving a landlord-tenant dispute.

Both landlords and tenants should follow these tips to avoid legal problems:

- Know your rights and responsibilities under federal, state and local law.
- Make sure the terms of your lease or rental agreement are clear and unambiguous.
- Keep communication open. If there's a problem see if you can resolve the issue by talking it over or using a local dispute resolution service.

Keep copies of any correspondence and make notes of conversations about any problems. For example, tenants should ask for repairs in writing and keep a copy of the letter. The landlord should keep a copy of the repair request and note when and how the problem was repaired.

What happens if a tenant breaks a long-term lease?

Federal law allows tenants who enter active military service to terminate a lease, on giving one rental period's notice. A tenant who breaks a lease without good cause will be responsible for the remaining rent due under the lease term. A landlord has a legal duty to use reasonable efforts to try to find a new tenant -- no matter what the tenant's reason for leaving - rather than charge the tenant for the total remaining rent due under the lease.

**For more information on your
Tenant / Landlord concerns:
Call HOME (513) 721-4663**

Consumer Tips on Tenant-Landlord Rights



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