

RENTING/LEASING A HOUSE OR APARTMENT

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1. INTRODUCTION

Many people have problems with their landlord after they have rented or leased a house or an apartment. A careful reading and a clear understanding of the agreement before signing it can help you avoid several of these difficulties. Leasing contracts are often hard to comprehend because of their complex language. Therefore, it is very important that you read any agreement closely. Make sure you and the landlord have the same understanding of any questionable language before you sign the lease.

Realize that every state has its own landlord-tenant laws. What you experienced at your previous duty location may not be the same at your new location.

If you have questions, please take advantage of the legal assistance program near you. The attorneys there can explain any lease terms and advise you of possible unfavorable provisions in your lease.

2. BEFORE MOVING IN

Some managers require a non-refundable application fee. This means that if you apply and then decide not to move into that particular complex you will not get that application fee back. In addition, most landlords expect a security deposit before they let you occupy your new residence. This amount may range from about \$150 to one month's rent or more. The deposit is designed to cover any back rent owed upon moving out as well as any damages to the dwelling unit.

Therefore, before paying the deposit you should conduct a thorough move-in inspection of your new residence with your landlord or the representing agent. Note every problem you observe in writing and get a copy of the inspection signed by both you and the landlord. Consider that you are expected to return the house or apartment in the same condition as you found it - (this inspection is used as a guideline for possible damage upon move-out) - except for normal wear and tear. If existing problems have not been recorded in this document, you may be held responsible for damages you did not cause. If you do not agree with your prospective landlord about the problems present, you should put your disagreement in writing and submit this signed statement to your manager.

3. WHILE LIVING ON THE PREMISES

After you have moved into your new home, both you and your landlord have certain responsibilities that you have to consider.

a. Landlord's Responsibilities

Your landlord is liable for any improvements to the property made by you, provided you had the landlord's consent. Also, generally, the law requires your landlord to repair any damage to your apartment that is beyond normal wear and tear. This includes structural problems as well as any trouble with appliances essential to the occupancy of the residence. It does not apply to damages caused by you or through your occupancy. Therefore, take good care of the premises and instruct your household members and guests to do the same. You should inform your manager immediately of any problems and insist on prompt repair. If you allow the conditions to linger, the landlord may not be liable. Be insistent; this is your legal right.

In the rare instances where the landlord's failure to repair causes the dwelling unit to become uninhabitable, you can be constructively evicted. This means that you are no longer contractually bound by your lease or rent agreement until the landlord restores your home. Be sure to check with the legal office to establish your rights and responsibilities in a constructive eviction.

b. Tenant's Responsibilities

As a tenant you have certain responsibilities. These include (but are not limited to) your duty to pay your rent on time, to prevent disorderly conduct by anyone on your premises, to obey the rules and regulations you signed in your lease, and to disallow criminal conduct.

Your most important obligation to your landlord is timely rent payment. Landlords rely on their projected income to meet their responsibilities. If you make a late payment or don't pay at all, a serious problem is created. The courts have given landlords certain remedies to assure the coverage of any potential losses, and eviction may follow.

You are bound by the rules and regulations you signed in your lease or rental agreement. Continuous violation of these rules, as well as disorderly conduct, may result in an eviction. You are also responsible for the actions of your household members and your guests. Any criminal conduct on the premises is sure grounds for eviction. For example, any drug use or sale in your residence can result in legal actions that cause you to lose your home.

Therefore, be aware of your responsibilities and do not give your landlord reason to take actions against you.

4. AFTER MOVING OUT

You have to return the premises to the landlord in essentially the same shape that you received it (remember the all-important move-in inspection!!). The landlord should expect and

consider normal wear and tear. He has to conduct his inspection after you terminate the lease and typically must give you a written listing of such inspection. Both parties have to sign this document. If there are no damages and no back rent due, the landlord has to return your security deposit, typically within one month.

If there is a dispute as to damages, you should inspect the premises soon after the termination. Any discrepancy between you and the landlord should be in writing and signed. It may be a good idea to take pictures of any contested problems that could substantiate your claim. The landlord is entitled to deduct from the deposit any amount necessary to return the dwelling unit to its original condition. He also may subtract any unpaid rent. He has to supply you with a written statement specifically justifying the exact dollar amount withheld. If the landlord fails to return your security deposit, or you dispute the amount the landlord attempts to give you, contact your nearest legal assistance attorney for advice.

5. FINAL CHECKLIST

Before signing your lease and moving in, read every paragraph in your lease agreement carefully and make sure you understand it. If you have any questions, please consult a lawyer at the base legal office.

Request a written inspection of the premises; if you disagree, provide a detailed list in writing.

Treat your new home as if it were your own. You are responsible for any damages beyond normal wear and tear.

Live up to your legal responsibilities including rent payment and appropriate conduct.

Upon move-out, get a detailed, written move-out inspection within three business days. If you disagree, put it in writing.

A landlord typically has one month to return your security deposit. If your landlord holds your deposit illegally, you may be entitled to damages and attorney fees.

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