

# What To Know Before You Rent

## Renting the Unit: Things to Remember

### Read the Lease Agreement

The importance of reading the lease agreement cannot be stressed enough. Most of the problems that come up in landlord-tenant relationships come from the tenant not reading or understanding the terms of the lease agreement. **If you don't understand it, ask questions. If you don't accept the terms, do not sign the agreement. Instead, find a different rental with terms that you can accept and that fit your needs.**

### Pay Rent On Time

Failing to pay the rent on time can have serious consequences. Many lease agreements charge fees for late rent payments **AND you can be evicted for failing to pay rent OR fees and costs.**

### Always Communicate!

Get a receipt from your landlord each time you pay rent. **NEVER** pay rent with cash, or if you must, be sure to get a receipt. Pay with check, money order or online if allowed.

### Always Document Everything

If there is ever a dispute, your documentation of payments, complaints, service orders, arrangements and conversations will **BE VITAL** in your defense against an eviction or collection action. Examples of documents: Written, text messages, e-mails, and video recordings.

### Understand Your Security Deposit

Most landlords and leases require a security deposit before moving in. This is different from the application fee. **Security deposits are refundable or partially refundable.** Although your landlord may use your security deposit to clean, repair damages or to cover expenses incurred by you after you have vacated the property, the landlord must provide you with your deposit **AND/OR** an accounting of how the deposit was used or applied within thirty (30) days.

**IT IS THE TENANT'S RESPONSIBILITY to provide your landlord a forwarding address** so that he or she can provide this to you. If the landlord does not send this to you, as a tenant you have the right to serve them a notice with your new address that gives them five (5) days to send it. (*Form provided in resource section: Tenant's 5-Day Notice to Provide Deposit Deposition*). If they still fail to comply, the tenant can begin court proceedings against them for your deposit, a civil penalty and potentially attorneys fees and court costs.

### Policies and Guidelines

The landlord has the right to make reasonable policies about the property. **ALL policies and guidelines are stated either in the lease or within the addendums of the lease agreement.**

**For example:** You may be required to get preauthorization for guests to stay more than a couple of days. If you have a guest who overstays the amount of time allowed as specified in the lease agreement, they may be asked to leave the premises, required to sign a lease, or you may even face eviction.

### Utilities and Service Agreements

**Always follow the requirements that are stated in your lease agreement.** The agreement will detail what your responsibilities are, what is included in your agreement and what utilities or services are optional. Utility companies often charge connection fees and sometimes charge deposits. Previous accounts with a balance due may prohibit the transfer of the new services if the balance is not paid prior to the new service connection. If you are unable to pay the balance, you should not sign the lease and move in.

**Remember to keep the utilities on and fully paid. Otherwise you might be evicted for breaking your agreement.**

### Renter's Insurance

Most lease agreements **REQUIRE** renter's insurance to be compliant. **This protects the landlord, but more importantly, it protects YOU!** If you have car insurance, often times, you can bundle renter's insurance with your monthly premium payment.