

After you have finished the inventory checklist, make a copy for yourself and mail the original back to your landlord via certified mail.

III. DEFENSIVE RENTING

Q. *Is there anything else I need to know?*

A. Well, this is a very general overview designed to give you some tips to avoid later problems. You should never hesitate to question your landlord. If you are still unsure about something contact a lawyer or other qualified person.

Because some landlords want to make as much money as possible from you without maintaining the property, you must be careful. Be a defensive renter.

Q. *Defensive Renter-what's that?*

A. A defensive renter is someone that acts as though there might be problems down the road and prepares for those problems. Keep records of what happens between yourself and your landlord. Keep all letters, your lease and rental receipts. Always pay by check or money order. Only pay in cash if you absolutely have to. If you pay in cash, insist on seeing the signed receipt you will be given. If the receipt doesn't say exactly what you are paying for and how much, don't give up the cash. Never give the landlord title to your car and never sign over any check to a landlord-pay him separately.

Protect yourself. Report all problems right away to your landlord in writing. If the problems continue and are serious, call the

building inspector or health department. If you and your landlord decide to change anything about when you pay or how much, make sure the agreement is in writing.

DO YOU NEED LEGAL HELP?

Are you a low income?
or senior person?

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BEFORE YOU RENT . . .

WHAT EVERY TENANT NEEDS TO KNOW



Both tenants and landlords have certain rights and responsibilities to the property and each other. This pamphlet is designed to give tenants a general overview of some practical ways to avoid problems later on with their landlord or rental unit. For specific questions about your particular problem you should contact a lawyer you may qualify for free legal advice from Legal Aid and you should call them with specific questions.

I. FINDING A HOUSE

Q. *How do I choose a landlord?*

A. The first step is to find background information on your landlord. You should ask your friends, neighbors of the rental unit and especially past tenants. Ask people what they think about the landlord's reputation for fixing things quickly without complaining or trying to charge extra. Also ask people if the landlord goes to court a lot or charges late fees for late rent.

Next, meet the landlord. Does he

seem overly friendly or promise things too easily? Does he refuse to put anything in writing? These are things to watch for. Trust your feelings about the landlord. If you don't like him or don't trust him, don't rent from him if possible. Remember this is someone that you will need to ask for repairs and may have to see often.

Q. *So, I like my landlord-what about the house?*

A. You should always check the house before you rent. The point to checking the house is to see what's wrong with it and how much it will really cost you to live there. Call the Electric company and ask for a billing history for the place you want. Many houses are poorly insulated and winter months will double your cost of living there. Call the Water Department if your landlord wants you to pay for the water and see how much the water bill will cost you.

Next check the house itself, flush toilets, check for dripping faucets and leaky pipes under the sink. Do the windows open? Do the appliances work? Ask about mildew, smoke alarms, and snow removal.

Be cautious if the landlord promises to fix things before you move in or that he'll get to it sometime after you move. If your landlord makes promises about fixing the house, make him write them down with the date the work will be completed-preferably before you move in.

Q. *Okay so the landlord and the house check out-what about the lease?*

A. If you don't sign a lease with the landlord, you have just agreed to rent the house on a month to month basis. What that means is that either you or your landlord can end your tenancy with thirty days notice.

If you decide to sign a lease, don't sign it that day. Think about it overnight. Do you want to stay in the apartment or house for how long the lease is?

Look at the lease carefully. Does anything seem unreasonable or unfair in the lease? A good lease:

1. Says that the landlord can't terminate your tenancy except for non payment, injury to the property or health hazard. Many leases provide for termination by either party on 30 days written notice. You have this right under state law anyway. So, if you definitely want to stay longer than a month get a lease for three months, six months or a year.

2. Spells out all rents, utilities and charges and says when they must be paid.

3. Does not try to take away the right of a tenant to notice of eviction, security deposit or the right to good repair.

4. Does not try to make the tenant pay all the rent for the year at once if the tenant moves out before the end of the lease or allow the landlord to take the tenant's personal property in any way.

Two dollars a day, compounding of fees for being late twice in a row or collection charges are not reasonable.

6. Identifies the parties and says what is part of the rental unit and what isn't. The lease should say who is responsible for walk shoveling or lawn mowing. (Generally a landlord is responsible for maintaining and repairing public and common areas but you may want to get this in writing).

7. The address and phone number of the landlord and/or resident manager.

If you don't understand something in your lease call an attorney or other qualified person and they may be able to help you.

Q. *Now I've signed the lease-what do I do?*

A. After you sign the lease, get your landlord's address if it's not on the lease. Then go over the move-in check list. If your landlord doesn't give you one, ask for one. If he still won't give you one make one out for yourself or contact an attorney. You can make an inventory checklist by writing down all the things wrong with the apartment. Be thorough. Are there cigarette burns on the carpet? Do the pipes drip? Is the paint cracked or peeling? Write down every detail, it may be important later. When you move out, you want proof of the things wrong with the apartment when you move in.

II SIGNING THE LEASE

5. Provides reasonable late fees.