

INSPECTING THE RENTAL UNIT

Once a possible home has been found, it is the tenant's duty to check it out completely. A tenant should not rely on the landlord or the landlord's agent to tell the tenant if anything is wrong with the property. The tenant must inspect the property carefully and ask questions about it.

Before agreeing to rent, the tenant should inspect the apartment or house for:

1. Kitchen appliances in working order.
2. Water pressure strong, plumbing without leaks.
3. Electrical outlets and wiring working.
4. Walls and ceiling painted or papered without cracks
5. Ventilation or air conditioning accessible.
6. Floors, railings and bathrooms in good repair.
7. Fire escape easy to use.
8. Stairs safe and well-lighted.
9. No rodents or insects.
10. Heating system in working order.
11. If furnished, check and write down condition of all furniture.
12. Windows and doors operable and weather-tight; screens provided.

BEWARE OF EXISTING DAMAGES: In order to avoid being blamed for damages that already exist in the rental unit, the cautious tenant should take every step for self-protection. Before moving in (or as soon as possible thereafter), the tenant should make a list of all existing damages and repairs that need to be made. A copy of the list should be presented to the landlord and attached to the lease. This way the landlord cannot blame the tenant for damages caused by others and the tenant will know what the landlord intends to repair. If the tenant keeps good records, the landlord will not be able to keep the tenant's security deposit for damages that were actually caused by others. Photographs are strongly recommended.

WHAT QUESTIONS SHOULD A TENANT ASK?

Before agreeing to rent, the tenant should ask the following questions:

1. How much is the rent?
2. Who is the landlord? Who is the agent (if the landlord has one)?
3. When is the rent due?
4. To whom and where should the rent be paid?
5. What is the total 'move-in' cost (first, last, security, etc.)?
6. To whom should problems and repairs be referred?
7. Will the tenant be renting for a month-to-month or a year-to-year term?
8. Who has the responsibility to pay for the utilities (electric, water, gas)?
9. What are the rules and regulations about such things as pets?

WHAT SHOULD THE LEASE, OR RENTAL AGREEMENT INCLUDE?

The lease is the agreement between the landlord and the tenant for renting a property. The lease can be oral (spoken) or in writing. If the tenant does not have a written lease, he/she has an oral lease. In either situation, the lease should at least tell:

- 1) who is the tenant and who is the landlord
- 2) the address of property being rented
- 3) the amount of rent due
- 4) the length of time that the property is being rented (month-to-month or year-to-year) 5) who pays the utilities.

The tenant must make sure that all blanks are filled in or crossed out of the lease and that all changes are made before signing.

The lease sets forth the obligation which the tenant owes to the landlord and the obligation which the landlord owes to the tenant. **NEVER SIGN ANY LEASE BEFORE READING IT CAREFULLY.** If the tenant has a written lease, every agreement between the tenant and the landlord must be put in the lease including any promises by the landlord to make repairs. Ask for and get a copy of the lease.