



Legal Insurance



Renting:
Your Rights and Responsibilities

Renting can be a great way to keep your housing costs down in the short term – and give you flexibility and freedom at the same time. But there are some issues to consider. This guide will help you understand your rights and responsibilities as a tenant.

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Rental Agreements and Leases

No matter what kind of property you rent or for how long, you'll most likely need to review and sign a contract. There are two types of rental contracts:

- Short-term rental agreements
- Fixed-term leases

Short-term Rental Agreements

With most short-term rental agreements, you pay rent each month. There's usually a 30-day notice required to change or end the agreement by either the renter or the landlord.

A short-term rental agreement may be right for you if you want the flexibility to move or change locations and stop paying rent within a short time frame. But it also allows the landlord to end the agreement or increase the rent with very little notice.

Fixed-term Leases

In fixed-term leases, rent also is payable on a regular basis (usually monthly). The term of the lease is usually between six and 12 months. The lease can't end or be changed before the end of the term without an agreement between the tenant and the landlord.

A fixed-term lease may be good for you if you plan to stay in the location for a while and want to make sure your rent won't increase in the short term. But be aware that a fixed-term lease doesn't allow flexibility to move with little notice. That's because you're committed to the contract for the term of the lease.



What to do before you sign

Before you sign a rental agreement or lease, be sure you've done your research. This list will help:

Thoroughly inspect the property

Make sure all plumbing, heating/cooling units and appliances are in good working order

Check for security issues (quality locks, secure building entry, working security system)

Take pictures and make a list of any issues or concerns that need to be addressed

Document any necessary repairs or maintenance issues

In the rental agreement or lease, include a timeline on when repairs are to be completed

Note who's responsible for making repairs

Review the rental agreement/lease and negotiate where possible

Amount of rent and payment terms

Length of the rental agreement or lease

Security deposit – how much and the conditions under which you get it back

Landlord's responsibilities for repairs, upkeep and maintenance of the unit and premises

Your responsibilities for the general condition of the premises

Use of common areas – such as garage, laundry facilities, pool, etc

Termination provisions – like non-payment of rent or landlord's failure to make repairs

Neighbor disputes – how these will be handled by the landlord

Pets – what is and isn't allowed and any fees associated with having pets

Pest control – what happens if pests or rodents are found

Foreclosure – what happens if the property comes under foreclosure

Fees for late rent payments

Utilities – who's responsible for payment of the utilities

Lead-based paint – ask for disclosure of any lead-based paint on the premises

Legal disagreement – determine who's responsible for attorney's fees in the event of a lawsuit between you and the landlord

Read the fine print

Before you sign a rental agreement or lease, read it over very carefully. Make sure all terms and agreements between you and the landlord are in writing. Oral agreements may not be enforceable in a court of law. If you have questions about any information in the contract, check with an attorney.

Check out the landlord

It's important to investigate the landlord and the property's history. A few easy ways to determine any red flags include:

- Interview other tenants – ask about any issues (past or current) with the landlord or property.
- Check public records for complaints or fines against the landlord or property.
- Confirm whether renter's insurance is necessary (a landlord that requires renter's insurance may be a safer bet than one who has no requirements).

Landlords will check you out, too!

When you submit a rental application, the landlord may run a background check. They will probably look at your rental history, income, credit history and occupation before letting you sign the rental agreement or lease.

A landlord can decide to not rent you a property if your payment history or financial situation is in doubt. But they can't discriminate against you based on certain factors. The Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex, family status, marital status, sexual orientation, handicap or disability.



What if a landlord requests a credit report from a credit reporting agency and uses that report to deny your application? If that happens, the landlord has to send you a notice of adverse action so you can verify and correct (if needed) the information in your credit report.



A Tenant's Rights and Responsibilities

When you sign a rental agreement or lease, you agree to certain responsibilities. The rental agreement or lease also gives you certain rights. If those rights are violated, you can take action against the landlord.

What you're accountable for

As a tenant, you've agreed to uphold the obligations stated in your rental agreement. Examples of your responsibilities may include:

- Paying rent in full and on time
- Keeping the dwelling unit and premises clean
- Disposing of trash and other waste properly
- Not causing damage to the dwelling unit, except reasonable wear and tear
- Repairing any damage that's caused by you, your family, guests or pets
- Using electrical, plumbing, heating and air conditioning systems in a reasonable manner
- Not disturbing your neighbor's peaceful enjoyment of the property
- Notifying the landlord of needed repairs that are their responsibility

Your rights as a tenant

It's important to understand your tenant rights and know how to take action if they're violated. You're entitled to:

- Get your security deposit back, as outlined in the rental agreement or lease
- Limit when the landlord can enter the unit
(See the landlord's rights on page 8 of this guide)

- Receive repairs by the landlord that are their responsibility according to the rental agreement or lease (referred to as express warranty of habitability)
- Have a unit that's safe, structurally sound, livable and sanitary (referred to as implied warranty of habitability)
- Sue the landlord for violation of the rental agreement, lease or applicable laws

When repairs aren't made

- **Contact a local government agency.** If the landlord is out of compliance with housing or building codes, local agencies like a code inspection agency or the county attorney's office may force the landlord to make repairs.
- **Sue the landlord for non-compliance** with housing or building codes or consumer fraud.
- **Pay reduced rent.** In this case, send the landlord a written notice that includes:
 - A list of the necessary repairs
 - A timeline on when the repairs need to be made (generally, the landlord has a certain number of days after notification to make repairs)
 - Notice that if the landlord doesn't make the repairs within the time frame, you'll pay reduced rent until the repairs are made

- **Make the repairs and pay reduced rent.** Check local laws for limits on the amount you can be reimbursed for repairs first. If you're planning to make the repairs and pay less rent to cover the cost, be sure to give the landlord a written note with an estimate of the reasonable cost for a professional to complete the repairs with at least 14 days' notice. Your note should include:

- A list of the necessary repairs and estimated cost
- A timeline on when the repairs need to be made (the landlord generally has a certain number of days to make repairs)
- Notice that if the landlord doesn't make the repairs within the time frame, you'll hire a professional to make them and reduce your rent by the cost of the repairs

- **Terminate the rental agreement or lease.** In this case, send the landlord a written notice that includes:

- A list of the necessary repairs
- A timeline on when the repairs need to be made (the landlord generally has a certain number of days to make repairs)
- Notice that if the landlord doesn't make the repairs, you'll terminate the rental agreement or lease due to breach of contract. The termination must be at least a certain number of days after you've notified the landlord. You should check with an attorney in your state to determine the exact time periods.

Before you reduce rent payments, make sure you're in compliance with the rental agreement or lease. (Check the landlord's responsibilities for repairs). If not, you could be evicted for not paying your rent in full. Also check your state and local ordinances to see if you can withhold rent for non-repairs. Some locations may require you to pay rent to a court registry (or similar entity) rather than simply withhold funds.



A Landlord's Rights and Responsibilities

The landlord also has certain rights and responsibilities. You'll want to make sure that the landlord lives up to those responsibilities. At the same time, take care not to infringe upon the landlord's rights.

What the landlord is accountable for

Some of the landlord's responsibilities include:

- **Following an express warranty of habitability** – a written provision in the rental agreement or lease that says the landlord will make repairs and/or maintain certain living conditions
- **Following an implied warranty of habitability** – an implied agreement that the landlord will maintain a property and dwelling unit that's safe, structurally sound, livable and sanitary
- **Complying with building and housing codes** – these standards may be enforced by federal, state or local authorities

The landlord's rights

The landlord has a right to receive rent in full and on time. They can also expect you to keep the property clean and free of waste, to repair any damage (except reasonable wear and tear) and to notify them of any repairs that are their duty to fix.

Also, the landlord has a right to enter the dwelling unit – with your consent – under certain circumstances. The landlord can access the property:

- For inspections or to assess damages/necessary repairs
- For repairs or maintenance
- To show it to prospective tenants or buyers
- To admit contractors or workers

Generally, the landlord should provide you oral or written notice at least 24 hours before entering the property, which must be during a reasonable time of day. In cases of emergency, like a fire or gas leak, the landlord may enter without your permission.

If you refuse to let the landlord into the property, they may terminate the rental agreement or lease. Likewise, if the landlord enters the property without your consent, you may terminate the rental agreement or lease (unless the landlord has entered due to an emergency).



Termination of a Rental Agreement or Lease

In general, at the end of a lease's term, landlords don't need a reason to terminate the rental agreement or lease unless it includes a provision that specifically addresses the issue. But the landlord must provide written notice to you, usually at least 30 days, before you'll be required to move out.

If you're paying reduced rent because of a landlord's housing or building code violation or failure to make necessary repairs, the landlord can't terminate the rental agreement or lease until the situation is resolved.

If you want to terminate

If you want to end your rental agreement or lease, you have to provide written notice. Just moving out doesn't end the contract. You can legally terminate the rental agreement or lease under these conditions:

- Misconduct by the landlord – such as entering the dwelling unit without consent, not making repairs or not complying with housing or building codes
- The landlord's breach of express warranty of habitability or implied warranty of habitability
- Reletting to a new tenant. Under the terms of the rental agreement or lease, the landlord may be able to approve or disapprove the new tenant
- Agreement by both parties (landlord and tenant)
- At the end of the lease's term by declining to renew the lease

Process for termination

A short-term rental agreement requires written notice by the landlord or tenant for termination, generally 30 days prior, if rent is paid monthly. Depending on state or local laws, the notice can be personally delivered or mailed. Under a fixed-term lease, the lease is terminated on the last day of the term (end of the lease) unless it's renewed or includes an automatic term renewal.

If the landlord wants to terminate

A landlord may terminate the rental agreement or lease prior to the end of the lease term under certain conditions with proper written notice (usually a certain number of days). The landlord has to give you a certain number of days to fix the reason for the termination, which may include:

- Non-payment of rent
- Violation of the rules or regulations outlined in the rental agreement or lease
- Damage to the property

If you pay rent and any applicable late fees, correct the violation or repair the damages, the landlord can't terminate the rental agreement or lease. If you don't repair any damage, the landlord also has the option to enter the property, fix the damage and charge you the reasonable costs for the repairs.

Illegal retaliatory actions by the landlord

It's unlawful for a landlord to retaliate against you for complaining to them about things like housing or building code violations, failure to make repairs, filing a complaint to a government agency or organizing or joining a tenant's union. In these situations, it's illegal for the landlord to take these retaliatory actions:

- Evict you
- Threaten to evict you
- Not renew your lease
- Increase your rent
- Decrease your services

Eviction

In most states, a landlord can evict you three to five days after providing written notice if any of the following apply:

- Non-payment of rent
- Violation of rules or regulations of the rental agreement or lease
- Material damage to the dwelling unit
- Interference with other tenants
- Illegal use of the dwelling unit

You have to respond within three days by either correcting the issue or moving out. If you don't leave voluntarily, the landlord can file a court action called an "unlawful detainer" lawsuit. After filing a complaint with the court and serving you with a notice and summons, the landlord must win the trial for you to be evicted.

Generally, an eviction process can last anywhere from five weeks to three months. If the court orders you to be evicted, you must move out within the specified period – and you may have to:

- Pay back rent, if applicable
- Pay damages
- Pay court costs
- Pay the landlord's attorney fees





Foreclosure

If the property or dwelling unit has been foreclosed by the landlord's bank, the bank may be able to disregard the rental agreement or lease and evict you. The bank will need to get a court order to evict – and give you written notice. This process could take at least 30 days.

If you're evicted due to foreclosure, you may file a lawsuit against the original landlord. This could include your moving costs, application fees, rent differences (if your new rent is more than you were paying) and/or any rent due under the previous rental agreement or lease.

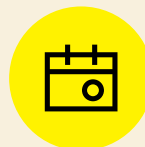
Moving out

When your rental agreement or lease is finished, be sure to notify the landlord of the date you're moving out. You should also repair any damages you made and inspect the property for incomplete maintenance and/or wear and tear.

Security deposit

The security deposit is an amount of money you pay up front. The landlord keeps it as security for damages or non-payment of rent. The rental agreement or lease should clarify the amount of the security deposit and the conditions of its return.

At the termination of the rental agreement or lease, the landlord may keep all or some of the security deposit for rent due, damages and cleaning beyond normal wear and tear. If you think you're entitled to more of the security deposit than you get, you can negotiate the amount with the landlord or file a suit in small claims court.



The landlord has to return the security deposit due to you in a reasonable time period. That's usually within 14 to 30 days of the termination of the lease and receipt of your mailing address.

Stand Up For Yourself

Most landlords honor the laws and the rights of their tenants. Others, though, may try to take advantage of you. That's why it's so important to understand your rights – and stand up for them when needed.



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