

MR. PICKETT'S APARTMENT RENTAL GUIDE

DIRECTIONS: Read this guide carefully. Upon completion, fill out the "Apartment Rental Application Form" and "Rental Agreement" form.

Why Rent?

For many people and at some stages of life, the freedom to move to take a new job, go to school or just satisfy a call to wander is important. For a renter, this is as simple as getting out of an apartment lease, packing up and going. (Okay, maybe not that simple, but you get the point.) A homeowner would have to either sell or lease her house before being able to lease an apartment or buy a house in a new location.

- Lower Up Front Expenses
- Lower Monthly Expenses
- Less Responsibility

Understand Your Rental Agreement

Your apartment lease agreement or rental agreement is a legal document which will define every aspect of your relationship with your rental property manager, so read it thoroughly before signing anything. Understand everything that is expected of you in your rental lease agreement, plus what your legal rights are.

Maybe you'll sign your apartment lease agreement and move in, and everything will go as you desired. There's a chance that you will never have problems with the rental lease agreement. However, there's also a chance that by signing the apartment lease without scrutinizing it, you missed paragraph five, section "b", which informed you that if a rental payment is one week late, you will be evicted, your tires will be slashed and your first-born child will be stolen and sold to gypsies.

Realize that apartment complex owners are allowed to include any provisions they want. And once you sign the agreement, the terms (in most cases) are legally binding. Take the extra time to completely understand this document when you locate an apartment for rent in Houston, and don't feel awkward if the leasing agent stands impatiently over you.

When you get the lease agreement, analyze every word. Some of it may be confusing; take your time. If you don't understand a clause, ask for clarifications. If you don't agree with a provision, see if you and your rental property owner or apartment manager can compromise.

If you do feel it's necessary to make changes to the lease agreement, these changes should be initialed by both you and the apartment manager. Do not settle for oral agreements! An oral agreement will not hold up in court. Every lease agreement should be written, dated, initialed and saved.

By all means SAVE A COPY of the final apartment lease agreement signed by you and the apartment manager. This is the most important document when it comes to settling an apartment disagreement. You should also keep a copy of the apartment or rental housing rules (sometimes called "apartment community policies") for the same purpose.

It's amazing how many renters will sign documents without actually understanding or even reading them. Maybe the lease agreement looked too long, or perhaps the language seemed confusing. Believe me, the time you spend completely understanding this contract will only benefit your position as a tenant.

What to Look For in Your Apartment Lease

- When is your rent due, who do you pay it to and where (apartment leasing office, drop box)?
- Are there late charges if you don't pay the rent on time? How much are they, and when do they first apply?
- How much advance notice must you give before moving at the end of your apartment rental agreement term? Thirty days. Written notice used to be the norm when rent is paid monthly, but many properties now require 60 days' notice.
- What will you be responsible for if you need to move out before the end of your apartment lease term?
- Can you have roommates, and what are the apartment complex policies toward roommates?
- What restrictions, if any, will affect your security deposit refund?
- What are the apartment owner's obligations to make needed repairs? A requirement for diligence is common.
- What does the rent include? Any rental furniture? Utilities? Parking? Rental property amenities?
- Are there any instructions for cleaning the apartment when you move? Cleaning costs usually can be deducted from your security deposit if you fail to follow instructions.
- Are there prohibitions against subletting or keeping animals in your apartment? Written permission is usually required. Also, there is usually an extra rental deposit for animals.

Lease provisions are often negotiable, which means the lease language or form can be changed by mutual agreement. If you want to make a change in an lease provision, or add a provision to your apartment lease, ask the apartment

manager to write in the change and initial it. You should initial the change as well. If the apartment manager does not agree to a change, you can reconsider your requirements or choose to rent an apartment somewhere else.

Tenant Responsibilities

As a person living in an apartment under landlord law, you have many advantages over homeowners. You don't have to mow the lawn, paint the house or repave the driveway. It may seem like you haven't any responsibilities under landlord law above and beyond getting the rent check in on time, but you do. Through landlord-tenant law, you are required to do several things:

- * Keep your apartment or house safe and sanitary.
- * Dispose of trash and garbage in a sanitary manner. While your landlord will usually maintain the outside of a rental unit (depending on the lease agreement) you are responsible for the interior. Failing to keep the rented unit clean could result in the loss of your security deposit.
- * Keep all appliances that the property owner provides in good working order.
- * Keep the electrical and plumbing fixtures clean and use them properly. If any of these fixtures break, it is your responsibility to contact the property owner. Your apartment manager is responsible for keeping these things in good working order, and unless they've broken because of your carelessness your property owner is typically responsible for making the repairs to your apartment.
- * Do not damage the apartment or permit your guests or visitors to do so.
- * Do not disturb other tenant living at your apartment complex. You have your right to quiet enjoyment, and so do the other tenants. It is the apartment manager's responsibility to make sure that the noise/comfort level of the other apartment neighbors is appropriate, and in order to do this, he or she will want you to help them out. When completing the "Apartment Rental Application Form" at the end of this reading assignment in Mr. Pickett's class, fill in only your last name on the application, including your first name will result in significant point loss. Don't tell anyone else about this.
- * Permit your apartment manager or leasing agent to enter your apartment if he makes a reasonable request and gives you at least 24 hours notice. Reasonable request would be to inspect the rental property - not to snoop around through your things every two days throughout your tenancy at their property. You have the right to your privacy, and if your apartment manager continually demands to enter your apartment, you should contact your local tenant's union to see what actions you should take.
- * Do not allow guests or family members to stay in your apartment beyond a reasonable amount of time without notifying your apartment manager and having their name added to your apartment lease.

If you are aware of your responsibilities as a tenant, and you follow the rules, you should have a happy, healthy stay. On the other hand, failure to do a combination these things could result in a lost security deposit, being sued in small claims court, or worse... eviction from your apartment!

Lease Definitions, Lease Terms and Lease Lingo

Reading over an apartment lease or rental agreement can be nerve-racking. You have to scrutinize every clause in order to make sure you will be comfortable in your apartment but how can you do that when it seems like it's written in another language?! Apartment leases sometimes seem like they are written in another language. or at least a language of another century. "Leases were developed in medieval Britain and some of the language used in them dates from that time, much to the confusion and mystification of modern tenants."

In order to make lease definitions for your apartment easier to understand, listed below are many of the potentially confusing rental agreement lease terms redefined.

ARREARS: Overdue rent

ASSIGN: Transfer the unexpired portion of an apartment lease to a new tenant.

CAUSE OF ACTION: Specific situation that may become the basis for a lawsuit.

CIVIL: A non-criminal legal matter. Housing and rental disputes are generally handled in civil courts.

COVENANT: Promise. Independent covenant: You must perform your obligation even if the other party does not.

DEPENDENT COVENANT: You carry out your obligation on the condition that the other party fulfills its obligation.

DEFAULT: To forfeit or lose by omission; to fail to perform a legal obligation.

DEMISED PREMISES: The apartment being rented.

DETAINER: Withholding another's property against his or her will.

DISPOSSESS: Remove a person from land; the legal action brought for nonpayment of rent.

DISTRAINT (proceed by distress): The rental property owner takes your personal property to force you to pay or eventually sells it to get his or her rental monies.

EJECTMENT: Physical or legal eviction from land

EMURE: To take effect

ENJOYMENT: Possession or occupation of land. Quiet enjoyment: freedom from invasion of privacy by the rental property owner

EVICTION: Depriving a person of possession of occupancy. Constructive eviction: not actually removing a tenant but making it impossible for him or her to remain because of the conditions, such as serious deterioration

GOODS AND CHATTELS: Personal property

INDEMNIFY AND HOLD HARMLESS: To free from any responsibility or liability.

INURE: Take effect

LEASE: A type of legal agreement establishing a property owner-tenant relationship

LESSEE: Tenant

LESSOR: Rental property owner

LIABILITY: Responsibility, loss; a negative element

NOTICE TO QUIT: Notification from the apartment complex owner to tenant ordering tenant off the rental property, usually after thirty days from the first day of the rental period.

NOTICE TO VACATE: Notification from the tenant to the apartment complex owner stating the tenant's intention to leave the rental property, usually after thirty days from the first day of the rental period.

PARTIES TO A LEASE: Those who agree to abide by the provisions of a lease; typically you as a tenant, any roommates, and the apartment complex owner.

POSSESSION: Lawful occupation and use of the land, subject to protections of "quiet enjoyment."

REPLEVIN: Legal action to recover property that was unlawfully seized.

SUBLET: Agreeing to permit someone to use a rental property for a term less than the full term of the apartment lease, and to be paid for that permission.

SUMMARY PROCEEDING (to recover possession): Eviction. It is called "summary proceeding" because it is a swift and simple procedure for the apartment complex owner.

TENANT WITHOUT A LEASE: A tenant with the rental property owner's consent to occupy a premises without a lease agreement

TENANT WITH A LEASE: A tenant with a contract that allows for a certain length of occupancy at a set rent

TERM OF LEASE: The length of time that a lease shall be in effect; duration of obligation

WAIVER: Relinquishment of a right, agreeing to give up something to which you are entitled

WARRANTY OF HABITABILITY: Promise that the rental property is safe and usable for residential use.

Hopefully these definitions will help you make it through the reading of your apartment lease. If you still feel like you don't understand the terms of your apartment lease, don't feel like you can't ask questions. This is YOUR lease agreement for YOUR apartment in Houston, so don't sign anything you don't completely understand.

Moving Checklist: Before You Move In

There are a few things you're going to want to do before you start moving:

* Get the utilities turned on. Your rental property owner or apartment manager should give you a list of the utilities you're responsible for in your furnished apartment, plus contact information when you sign the lease or agree to take the apartment. Very often you may have to pay a deposit for some or all of the utilities, especially if you haven't had utilities in your name before or have credit problems.

* Get renters insurance. Check out our section called Renter's Insurance to help you understand the advantages of insurance when you're moving.

* This will allow the post office to forward your mail. Pick up some change of address postcards for friends, notify creditors of your new address and contact your bank.

* Do some simple decorating planning. Things will be easier on move-in day if you have a pretty good idea where things are going. Plan your packing accordingly with a moving checklist.

One Month Before Moving to Your Apartment

- Fill out change of address order form for post office online at moversguide.usps.com
- Fill out an IRS change of address form.
- Make arrangements with moving company or reserve a rental truck to move things to your new Houston apartment.
- Make travel arrangements, if necessary, with airlines, buses, car rental agencies and hotels.
- Transfer memberships in churches, clubs and civic organizations.
- Obtain medical and dental records, x-rays and prescription histories. Ask doctor and dentist for referrals and transfer prescriptions.
- Set up a checking account
- Check into the laws and requirements of your city regarding home-based businesses, professional tests, business licenses and any special laws that might be applicable to you.
- Take inventory of your belongings before they're packed, in the event you need to file an insurance claim later. If possible, take pictures or video tape your belongings. Record serial numbers of electronic equipment.
- Start using up food items, so that there is less left to pack and possibly spoil.
- Make arrangements for transporting pets.

One To Two Weeks Before Moving

- Switch utility services to new address. Inform electric, disposal, water, newspaper, magazine subscription, telephone and cable companies of your move. Arrange for help on moving into your new apartment.
- Confirm travel reservations.
- Reserve elevator if moving from an apartment.
- Have appliances serviced for moving.
- Clean rugs and clothing and have them wrapped for moving.
- Plan ahead for special needs of infants.
- Close bank accounts and have your funds wired to your new bank. Before closing, be sure there are no outstanding checks or automatic payments that haven't been processed.
- Collect valuables from safe-deposit box. Make copies of any important documents before mailing or hand carry them to your new apartment.
- Check with your insurance agent to ensure you'll be covered through your homeowner's or renter's policy during the move.
- Defrost freezer and refrigerator. Place deodorizer inside to control odors. Give a close friend or relative your travel route and schedule so you may be reached if needed.

On Moving Day

- Double check closets, drawers, shelves, attic and garage to be sure they are empty.
- Carry important documents, currency and jewelry yourself, or use registered mail.

After Arriving At New Apartment

- Renew your driver's license, auto registration and tags.
- Shop around for new insurance policies, especially auto coverage.

- Revise your will and other legal papers to avoid longer probate and higher legal fees.
- Locate the hospitals, police stations, veterinarian and fire stations near your apartment.