RENTING 101

Living off-campus can be a fun and exciting part of your college life, but problems with renting are prevalent and can affect the positivity of your experience. The AS Legal Information Center is here to provide you with renting tips and advice so that you can empower yourself with legal knowledge and be ready for any problems that you may have!

WHEN LOOKING AT A HOUSE OR APARTMENT

Make sure: doors/windows lock, appliances work, you know where the thermostat/water heater are, ask previous tenants about experience, look up reviews about landlord/property management company.

BEFORE YOU SIGN YOUR LEASE!

Read carefully. Look for large fines, is it a month-to-month lease or a year-long lease? How many/what type of deposit did you pay? When will deposits be refunded?

1. Take pictures
2. Fill out a condition checklist

These two steps could determine whether you get your deposit(s) back.

WHEN YOU MOVE IN

1. Take pictures
2. Fill out a condition checklist

THE DREADED DEPOSIT

SCREENING FEE
This is for covering the cost of a background check. The landlord MUST tell you in writing that they are running a check on you and tell you why they reject you, if based on the check, they decide not to rent to you.

LAST MONTH’S RENT
The landlord can ONLY use this for the last month’s rent, not damages.

CLEANING FEE
The landlord charges for cleaning that must be done when you move out. Sometimes, this fee is NON REFUNDABLE.

SECURITY DEPOSIT
This is for covering unpaid rent and damages beyond normal wear and tear. A damage deposit is similar, but can’t cover unpaid rent. Landlord must refund or justify fees imposed within 14 days of you moving out.

APPLICATION HOLDING FEE
This holds the property, so landlord won’t rent to anyone else. Your landlord must put this toward your security deposit or first month’s rent if you move in. Your landlord can keep the fee if you decide not to rent the property.

! REMEMBER: JUST BECAUSE IT’S IN A LEASE DOESN’T MAKE IT LEGAL !

MONTH TO MONTH
Agreement where tenant or landlord must notify the other party at least 20 DAYS before terminating the lease.
If the landlord intends to increase the rent, they must notify the tenant.

FIXED-TERM
Leases that last for a specific period of time.
Landlord cannot raise rent price or change the terms of the lease during this period.
Leases over 12 months must be notarized!

INTERESTING FACT!
If your landlord asks for a security deposit, they must provide:
1) A receipt for the deposit
2) Written rental agreement
3) Condition checklist upon move-in