

# ADVANCED-Housing:

(Must know 3 out of 5)

## 1. Knows what costs to consider (utility deposits, connection fees, security deposit, 1<sup>st</sup> month rent, purchase of furniture, etc.) when moving in to a new apartment

### Understanding Your Security Deposit

Most landlords require new tenants to give a security deposit when the new tenant moves in. The **security deposit** is a payment that is held by the landlord and that is used to protect the landlord from damages to the apartment that may be caused by the tenant during the lease period.

*By Law:*

- Your landlord may not use the security deposit for unpaid rent.
- Your landlord may not charge you more than 2x the monthly rent.
- Your landlord must pay you back your security deposit within 30 days of you moving out if there are no damages to the apartment. Interest must be included if you paid your rent on time.



### What happens to my security deposit?

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When your landlord gets your deposit, they are required to put the money in an account called an “escrow” account. An escrow account is an account which collects interest. The landlord cannot use the security deposit until the lease has been terminated.

### What are moving Expenses?

Moving cost are usually one-time costs which include not just boxes but all things you need to get settled into your new apartment. Moving is expensive when you factor in all the different one-time items you must pay for. Consider the following as you determine moving costs.

## **Physically moving your Stuff:**

Determining the best method to move your stuff can be complicated. There are many options including paying someone else (moving companies), doing it yourself, or asking friends and family to help.

*Take an inventory of what you own:*



- Have you accumulated a lot of big furniture like a couch, queen-sized box spring? Is the place you are moving into furnished?
- These items may not fit in any vehicle that you or your family/friend may own, so you'll have to decide to rent a UHAUL or hire a moving company. Small items can also take up a lot of space, too: If you have a collection of small, delicate breakables, each piece will need lots of protective padding. And all that padding means having to use bigger boxes, which take up more room in the vehicle, which means making more trips.

## **How are you going to pack your stuff?**

There are many different ways you can pack your stuff however you have to determine which method is the most cost effective and convenient for you. Here is a list of all the items you can use to pack your stuff:

- Boxes/tape
- Bubble wrap/news paper
- Plastic bins/ garbage bags



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## **Once you get to your apartment:**

Additional cost may also add up once you move all your stuff into the apartment. Consider:

- Start up essential items for your home:
  - Food
  - Toiletries (cleaning supplies, sponge, shower curtain, toilet brush, etc.)
  - Furniture, if you were unable to move some or do not have enough
  - Lightbulbs

## **Ways to Get Furniture:**

- Some apartments will already be furnished when you move in. This is something to consider when looking for an apartment. Communicating with the landlord or previous tenant to see if they are leaving behind furniture can be helpful.
- Online shopping: there are many websites that you can find furniture for cheap. Craigslist is one website that you can search for the furniture you are

looking for. EBay is another website to use. Amazon has a furniture section on their website.

- Furniture stores can be more on the pricier side, but that is one way to get the furniture quick and new.
- Some Good Will or Clothing Banks can have furniture donated to them, so give it a look.

### **Apartment Startup Cost:**

Creating a list of things you will need in the apartment based on the list generated above is a helpful way to help you better understand how much it cost to move. If you're doing a bit of a bigger move across town and need to hire movers, expect to pay a significantly higher amount.

#### *Consider:*

- The costs of renting a moving truck/hiring a moving team.
- Who can help you pack/unpack your belongings.
- Childcare when you are packing or moving items back and forth.
- Utilities charge a startup fee. This can include the electricity, cable, and phone.
- Furnishing needed for the apartment (furniture, household items, cleaning supplies, etc.)

Another expense to consider is **renters insurance**. Renter's insurance is like car insurance or home insurance but it covers the renter's possessions (clothing, tv, kitchen items etc.) in case of a fire, vandalism, or a break in. This is usually discussed when you are signing a lease. The cost of renter's insurance depends on the insurance company selected. You can receive free quotes on insurance company web sites such as GEICO or Progressive.

## **Moving Out:**

When you are ready to move out of your apartment at the end of your lease, you want to make sure to get your security deposit. There are also many steps to take before you pack up and move on. Here are those steps:



**Step One: Determine a move out date and notify your landlord at least 30 days prior to moving out. Make sure to provide your new address so you can receive your security deposit back.**

As stated in your lease, you are required to give a written notice to your landlord. The exact number of days is stated in your lease so you should refer to it to ensure you are following the lease terms. Most leases are 30 days' notice however some property managers require 60 days.

**Step Two: Call utility companies and schedule a shut off date.**

By doing this, you are ensuring that you will not be charged extra for utilities when you move out.

**Step Three: Clean the apartment**

You want to make sure you clean the apartment and return it to the condition it was in when you moved in. If you leave the apartment messy, dirty or broken, you may not receive your security deposit back.



**Step Four: Take pictures of the apartment to keep as a record when you do your walk through.**

This is especially necessary when you are trying to ensure you are going to get your security deposit back. If the landlord decided that something was damaged after you move out, you have proof of the condition.

**Step Five: Inspect the apartment with the landlord using the checklist when you moved in.**

This is when the landlord and you can go through the apartment and determine if there are any additional damages that need to be fixed. If there are, you must sign off on the damages and agree to pay using your security deposit.

*Damages:* The following are considered damages for which the landlord may keep some or all of the security deposit.

- Property damage other than normal wear and tear
- Major or more than ordinary cleaning costs
- The apartment was left in unsanitary conditions
- Unpaid or late rent payment

**Step Six: Return your keys to the landlord.**

Make sure to hand in your keys to the landlord or property manager in person. This will ensure you will not be liable if they get lost or stolen.

## **2. Knows to inspect the apartment to make sure appliances work and that the landlord has supplied accurate information about the apartment and neighborhood:**

### **Inspecting the Apartment**

It is very important for the tenant to check any apartment that he or she may rent for unsafe and unhealthy living conditions, so that these conditions can be fixed **BEFORE** signing the lease. Some conditions to check for include the following:

- Kitchen appliances: do they work, are they in good condition, are they clean
- Plumbing: any leaking faucets, broken toilets, and bathtubs; is the hot water is working; is water draining properly
- Check the doors to make sure there are locks and that they work
- Check the ceiling to ensure there are no cracks, peeling paint, falling plaster, or water damage
- Check the windows to make sure they lock and are not broken
- If there are steps, check to make sure they are sturdy and safe
- Check for any signs of ants, rodents, or pests by opening the kitchen cabinets and refrigerator by looking for sightings, droppings, etc.
- Check the floors to make sure they are not cracking or lifting.
- If there is carpet, make sure there is no spots or stains.

**\*\*It is very important that the landlord and the tenant inspect the apartment together. Conditions must be agreed upon before signing the lease. If the tenant signs the lease without addressing these concerns, the tenant may be liable for damages or broken items even if it was not their fault.\*\***

### ***Consider:***

- Taking pictures of the apartment prior to moving in to document any pre-existing conditions.
- Ask the landlord questions regarding:
  - Who to contact for repairs.
  - How long is a reasonable time for apartment repairs to be completed once they are reported.



### **3. Knows and understands the concept of a lease**

A **lease** is a legal document that records the contract between the landlord (person who owns the property), and the tenant (person who rents the property). There are two types of leases in Connecticut, written and oral.

#### **Written Leases:**

Most leases are written leases containing the following items:

- A description of the property the tenant is renting
- The length of time the tenant will be allowed to live in the unit (also called a lease term)
- The name of the landlord and the tenant
- The amount of rent, date rent is due, and any late charges for late payments
- Landlord rules and regulations
- The tenants' rights and responsibilities
- Who will pay for utilities (electric, cable, heat, hot water, trash)
- The amount of the security deposit

Written leases may contain additional information including:

- Sublease arrangements (terms under which the tenant may rent the apartment to someone else)
- Laundry and recreational facilities (if they are included, and where they are)
- Appliances (stove, refrigerator, and others) if the landlord provides them.

#### **Oral Leases:**

An oral lease is made between the landlord and tenant after they discuss rental items. It is usually a **month-to-month agreement**, and is then the rent is paid on a monthly basis and the lease continues without a final date until the landlord or the tenant ends it. Both parties must follow an oral lease, like a written lease, however an oral lease is hard to enforce since it is one person against another person. If possible, always choose a written lease in case of a conflict in lease terms with your landlord.

#### **Understanding a lease:**

Take the time to read your lease thoroughly and carefully because, once you sign, ***the terms are legally binding***. Here are some tips to better understand your lease:

- If you don't understand a clause, ask for clarification.
- If you want to make or request changes to the lease, both you and the landlord should initial and date them.
- Protects both the renter and the landlord:
  - Landlord- expects their property to be in good condition when given back
  - Renter- expects the landlord to fulfill their legal duties

## Example of a Lease

### **RENTAL LEASE AGREEMENT**

THIS LEASE AGREEMENT made this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, herein called "Landlord," and \_\_\_\_\_ and \_\_\_\_\_, herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at \_\_\_\_\_ under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a fixed term of \_\_\_\_\_, beginning \_\_\_\_\_ and ending \_\_\_\_\_. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenants or Owners notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

**2. RENT:**

Tenant agrees to pay Landlord as base rent the sum of \$\_\_\_\_\_ per month, due and payable monthly in advance on the 1<sup>st</sup> day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.

**3. FORM OF PAYMENT:**

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

**4. RENT PAYMENT PROCEDURE:**

Tenants agree to pay their rent by mail addressed to the Landlord (replace this with landlord's mailing address) \_\_\_\_\_, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

## **4. Knows and understands landlord and tenant rights and responsibilities:**

### **Rights and Responsibilities of a Tenant and Landlord:**

Tenants/Residents and property managers/owners both have rights and responsibilities during a tenancy agreement or lease term.



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#### *Responsibilities of a Tenant:*

- Pay rent on time
- Keep the apartment and the surrounding areas clean and in good condition
- Keep the noise level that will not disturb your neighbors
- Repair any damage to the apartment that was the fault of you, your family members, or guests.
- Let the landlord know immediately if the apartment needs repairs that are NOT your fault.
- Give the landlord permission to enter the apartment at reasonable agreed on times to inspect the place or to make any necessary repairs.
- Notify the landlord if you will not be in the apartment for long periods of time so the landlord can keep an eye on your apartment.
- When you are moving out, you are to give the landlord proper notice and return the apartment to the same condition it was in when you moved in.
- Return all keys to the landlord once moving out.
- Long term guest- know the rules, notify the landlord if necessary
- Be aware if you are allowed to have pets or not, clean up after your pet!

#### *Responsibilities of a Landlord:*

- Provide a clean apartment when the tenant moves in
- Clean common areas including hallways, stairs, yards, and entryways.
- Keep hallways and entryways lighted well
- Keep plumbing and heating systems working (Both hot and cold water)
- Repair stairways, porches, floors, ceilings and walls safely and appropriately.
- Provide working locks on the doors to apartments
- Provide safe fire exits from the building
- Two electrical plugs in each room
- Viewing devices (peephole, camera, etc) on the doors that open onto the hallways
- Extermination service if the apartment is infested with pests or rodents
- Provide a working smoke detector





Before signing a lease, ask you landlord questions about routine maintenance that they will do for you including keeping gutters clean, mowing the lawn, snow removal etc.

If a landlord does not provide repairs or follow through with their responsibilities to the lease agreement, a person can go to the city housing department in their town and seek assistance. Their rent money can be held in escrow (paid to the court) until issue is resolved without penalties. If you make the decision to not pay rent, due to not having the services provided, you risk losing housing due to your non-compliance with rent payment.

## **5. Knows what it means to be a “good neighbor”**

**Good Neighbor:** marked by principles of friendship, cooperation, and noninterference in the internal affairs of another country

### **Consequences of not respecting the Rights of other Residents (being a bad neighbor)**

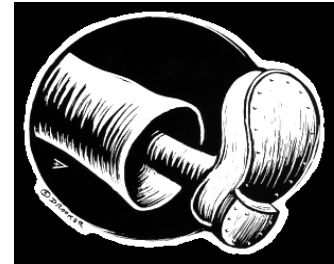
Often there are clauses in leases designating quiet hours, parking spaces, and smoking policies. It is up to the landlord to enforce the terms of the rental agreement with other tenants in the building or complex. If you or your neighbors are not following the rules designated in the lease, there can be consequences for this.

You can be evicted or asked to leave your home if you do not follow the rules or pay your rent. If you can no longer bear living in your home because of your neighbors or landlord you may consider moving out, or seek legal assistance.

### **Eviction**

#### **What is an eviction?**

The only legal way a landlord can remove a tenant from the property before the lease is up is through a court eviction. An **eviction** is the landlord’s way of kicking the tenant out of the apartment.



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#### **What are the reasons I can be evicted?**

An eviction can be started for the following reasons:

- The lease has expired and the tenant has not moved out
- The tenant has not paid rent within the grace period stated on the lease
- Breaking the terms of the lease in regards of the duties and responsibilities
- Being a serial nuisance and the tenants actions interfere with the safety and comfort of others.

#### **What are the types of evictions?**

There are three types of evictions.

1. **Pay Rent or Quit Notices:** are typically used when the tenant has not paid the rent. They give the tenant a few days (three to five in most states) to pay the rent or move out ("quit").

2. **Unconditional Quit Notices** They order the tenant to vacate the premises with no chance to pay the rent or correct a lease or rental agreement violation.

Unconditional quit notices are allowed only when the tenant has:

- repeatedly violated a significant lease or rental agreement clause
  - been late with the rent on more than one occasion
  - seriously damaged the premises, or
  - engaged in serious illegal activity, such as drug dealing on the premises.
3. **Cure or Quit Notices** are typically given after a tenant violates a term or condition of the lease or rental agreement, such as a no-pets policy, failing to move out on time, or from making too much noise.
    - Usually, the tenant has a set amount of time in which to correct, or "cure," the violation. A tenant who fails to do so must move or face the possibility of an eviction lawsuit.

### **How does the landlord go about evicting me?**

There are many steps to evict a tenant from their apartment. Since this is a legal process, the court has detailed a series of steps necessary to legally evict someone. Here are those steps:

1. Landlord legally hands tenant a **Notice to Quit** by way of a state marshal.
2. If the tenant has not moved out of the property voluntarily by the date given on the **Notice to Quit**, the landlord then sends the state marshal to serve a Summons and Complaint.
3. The summons is a court document stating an eviction is being brought against the tenant. The tenant then has the right to file paper work against the landlord in court or move out.
4. The landlord and the tenant go to court, and judgment is in favor of the landlord, the tenant must move out within 5 days.
5. The tenant may ask the court for a **Stay of Execution** allowing the tenant to stay in the apartment for up to 3 months.
6. As soon as the **stay of execution** expires, the landlord may get an execution to remove the tenant and his or her belongings from the apartment if they are not already removed.

### **What to do if you are having difficulties with other residents:**

Here are the steps to take when dealing with a neighbor who is not respecting the rights of other residents:

- **Step One:** Document noise incidences or safety concerns in writing. Make sure to include times, dates, what the complaint was, and what action was taken.

- **Step Two:** Try ringing your neighbor's doorbell and ask to have a conversation about the noise. If done politely and respectfully, the noise problem may go away without any further incidents. By talking, you may bring your neighbor's attention to a problem he did not even know existed.
- **Step Three:** If noise or situation continues, bring documentation of events to your landlord. Make sure to write down specific times, and details about the situation. Ask your landlord to enforce all rules.
- **Step Four:** Give your landlord some time to talk to you neighbor regarding the noise. If sometime has passed and the situation is still happening, you may call the police. Make sure to have all the proper documentation and to call when the noise/or situation is actually happening. Nothing can be done if you call when there is no situation occurring at that time.

<http://realestate.findlaw.com/neighbors/what-to-do-about-a-neighbor-s-noise-faqs.html>