

E. Housing

Advanced

Knows how to calculate “start-up” costs (utility connection fees, security deposits, 1 st month’s rent, furniture purchases, etc.)	“I’m Getting Ready” PL-1, 2, 3, 4 PAYA Module 4 pg. 68-73
Knows how to complete a rental application	“I’m Getting Ready” PL-6
Knows how to inspect an apartment to make sure appliances work, and that the landlord has supplied accurate information about the apartment and neighborhood	“I’m Getting Ready” PL-7 PAYA Module 4 pg. 35-37
Knows and understands the concept of a lease	PAYA Module 4 pg. 26-31
Knows how to show some concern for the rights of other residents with regard to property and noise and understands the consequences if the rights of others are not respected	“I’m Getting Ready” PL-10 PAYA Module 4 pg. 40
Knows the role of the landlord including what repairs they should perform	“I’m Getting Ready” PL-13

DO I REALLY "NEED" IT... or... DO I ONLY "WANT" IT?

To just stay alive, we have basic needs such as food, air, water, clothing, and housing. We may "need" shoes to protect our feet from freezing, but we may "want" a special label on them. We may "need" protection from the weather, but we may "want" a five bedroom mansion on a hill by a lake. People can't afford everything, so choices must be made.

Consider what your real housing "needs" are with the following list. Check off your real "needs".



- | | | |
|---|---|---|
| <input type="checkbox"/> Cost should fit my budget | <input type="checkbox"/> Furniture furnished | <input type="checkbox"/> Refrigerator furnished |
| <input type="checkbox"/> Utilities furnished | <input type="checkbox"/> Washer/dryer furnished | <input type="checkbox"/> Garage furnished |
| <input type="checkbox"/> Close to grocery shopping | <input type="checkbox"/> Range furnished | <input type="checkbox"/> Window coverings furnished |
| <input type="checkbox"/> Close to my work | <input type="checkbox"/> Close to transportation | <input type="checkbox"/> Near family |
| <input type="checkbox"/> Close to Laundromat | <input type="checkbox"/> Near to church | <input type="checkbox"/> In safe and secure area |
| <input type="checkbox"/> Pets allowed | <input type="checkbox"/> Loud music/parties allowed | <input type="checkbox"/> Cable hook-up without cost |
| <input type="checkbox"/> Enough room for my hobbies | <input type="checkbox"/> 2 bedrooms | <input type="checkbox"/> Private bath |
| <input type="checkbox"/> Private kitchen | <input type="checkbox"/> Meals furnished | <input type="checkbox"/> Swimming pool |

List other "needs":



NOW FIGURE \$\$\$... YOU CAN AFFORD FOR EACH MONTH'S RENT:

The recommended amount people should spend on housing is from 30-35% of their income. (It's best to stay within 30% if possible.) This amount includes utilities, phone, furnishings, supplies, and equipment.

My income:

Job #1	\$ _____	(Take-home pay)
Job #2	\$ _____	(Take-home pay)
Subsidies from government	\$ _____	
Other <u>regular</u> monthly income	\$ _____	
TOTAL.....	\$ _____	

30% OF MY TOTAL INCOME = \$ _____ (Divide total income by 3)

This is the amount of rent you can afford.

NOW FIGURE THE AMOUNT YOU NEED FOR EXPENSES BEFORE YOU MOVE:

First month's rent	\$ _____
Security deposit a landlord may require	\$ _____
Utility company deposits (gas, water, electric)	\$ _____
Telephone company deposit	\$ _____
Hook-ups required for cable or utilities	\$ _____
Supplies and equipment	\$ _____
Furnishings	\$ _____
Moving expenses	\$ _____
TOTAL.....	\$ _____

NOW FIND AN AD IN THE NEWSPAPER FOR A RENTAL UNIT YOU CAN AFFORD.

ASK YOURSELF:

- Does it meet my needs?
- Will I need to share the rental unit to help pay the rent?
- What other alternatives do I have?

READ THE RENTAL AGREEMENT AND SEE IF YOU UNDERSTOOD

Look for answers to the following questions:

1. Is the gas and electricity included in the rent? Explain.
2. When is the rent due?
3. What is the amount of rent you will have to pay?
4. What happens if you make nail holes in the walls while hanging pictures or paint the woodwork white? Explain.
5. What can happen if you allow your friend to repair his motorcycle in your garage or parking space?
6. Who pays the water bill?
7. Who is going to clear the sidewalks and driveway during the winter?
8. Will your security deposit always be returned in full? Explain.
9. Can you keep a dog in the apartment?
10. If you have to leave town because of a job change, can you sublet the apartment? Is it possible under any circumstances?
11. If there is a hail storm and the roof is damaged, who is responsible for fixing it so it doesn't leak?
12. Can your sister come into the apartment and stay indefinitely?
13. Can you run a mail order business from your apartment?
14. When can the landlord raise the rent?
15. Under what circumstances can the rental agreement be ended by the landlord?

IF YOU DON'T UNDERSTAND ANY TERMS OF A RENTAL AGREEMENT, TAKE IT TO SOMEONE WHO WILL EXPLAIN IT TO YOU. DON'T SIGN ANYTHING YOU DON'T UNDERSTAND!

ROLE PLAY YOUR APARTMENT SEARCH.

Research carefully the apartment you want to rent. Consider the courtesy and tact you should display. Also plan what you should wear to meet a potential landlord. Carry information with you about your employment history, credit, and personal references. This information may be needed if you fill out a rental application. Plan questions you may want to ask about application fees, when you know if you are accepted, if you must rent the unit if you are accepted, etc.

Here's a rental application to practice on. Read carefully before filling out the information. Write clearly. Try it!

RENTAL APPLICATION EXAMPLE

Rental unit # 10 Address 1224 Seventh Street, Los Altos NM Occupancy date June 1, 2002
 Rent \$350.00/month Rent starts June 1, 2002 Lease dates: June 1'02 to June 10'03

APPLICANT INFORMATION

Full name _____ Age _____ Soc. sec. # _____
 Present address _____ How long? _____ Phone _____
 Present landlord _____ Phone _____
 Occupation _____ Employer _____ Phone _____
 Monthly income \$ _____ Marital status _____ Driver's license # _____
 Banking: Name of bank _____ How long? _____
 Address of bank _____ Phone _____
 Type of account _____ Account # _____
 Financial references: Name _____ Acct. # _____
 Address _____ Phone _____
 Name _____ Acct. # _____
 Address _____ Phone _____
 Personal references: Name _____ Phone _____
 Address _____
 Name _____ Phone _____
 Address _____

Have you ever been evicted or involved in a legal proceeding concerning rental property? _____
 Explain: _____

Have you ever filed for bankruptcy? _____

NAMES OF OTHER ADULTS WHO WILL BE LIVING IN APARTMENT:

1. _____ Age _____ Soc. sec. # _____
 Relationship: _____ Monthly income \$ _____ Driver's license # _____
 2. _____ Age _____ Soc. sec. # _____
 Relationship: _____ Monthly income \$ _____ Driver's license # _____

NAMES OF CHILDREN WHO WILL BE LIVING IN APARTMENT:

1. _____ Age _____ Relationship _____
 2. _____ Age _____ Relationship _____
 3. _____ Age _____ Relationship _____

I, the undersigned, certify that the information given herein is for the confidential use of the Management and is declared to be factual and true. (Management reserves the right to reject any applicant because of misrepresentation.) If this application is accepted, I will abide by all the Rules and Regulations of the Management. I further acknowledge that this deposit will be forfeited in full as liquidated damages, if I do not accept occupancy on approval of this Application. Acceptance of deposit does not imply approval of Applicant and deposit will be returned in event of rejection.

Applicant _____ Date _____
 Applicant _____ Management's Agent _____

INSPECT AN APARTMENT

Interview a person who has been living on his/her own for over a year to discover any concerns encountered when renting an apartment. (Also ask for advice on starting out on your own.) When you're ready to check a real apartment or house, you can use the following check list. You might try the check list on your own house or a friend's house first. Then you'll be more ready to check out the apartment that you choose. (Take someone with you for safety and helping you check it.) If you like the apartment and want to rent it, be sure to get in writing anything that needs to be done. See that these things are done before you move in.

APARTMENT INSPECTION CHECKLIST			
<u>Address</u>		<u>Apartment #</u>	
<u>Name of landlord or representative</u>			
<u>Telephone number of landlord or representative</u>			
<u>Rent</u>	<u>Deposits</u>	<u>Extra fees</u>	<u>Rugs included</u>
<u>Appliances included are:</u>		<u>Draperies included</u>	
<u>Utilities available: Gas</u>	<u>Electricity</u>	<u>Water</u>	<u>Paid by:</u>
<u>Type of heat</u>	<u>Paid by:</u>	<u>Average cost/month</u>	
<u>Cable hook-up included</u>		<u>Air-conditioning included</u>	
<u>Pets allowed</u>		<u>Subleasing allowed</u>	
<u>Rental terms:</u>			
<u>House rules:</u>			
<u>What should be done by landlord before moving in (i.e. painting)</u>			
<u>Number of rooms</u>		<u>Number of bedrooms</u>	
INSIDE SPACE INVENTORY		SAFETY INVENTORY	
<u>Kitchen:</u>		<u>Doors, windows, exits:</u>	
<u>Refrigerator works, shelves all there</u>		<u>Dead bolt locks on exit doors</u>	
<u>All burners work on range</u>		<u>Through-the-door viewing aperture</u>	
<u>Garbage disposal works</u>		<u>At least two exits in case of fire</u>	
<u>Sufficient electrical outlets for appliances</u>		<u>Outside doors & windows lock with adequate locks. Windows can open</u>	
<u>Sufficient water pressure</u>		<u>Fire escapes in good repair</u>	
<u>Bathroom:</u>		<u>Entries, parking lots</u>	
<u>Toilet flushes</u>		<u>Parking areas, stairways, halls well lit</u>	
<u>Sufficient hot & cold water pressure</u>		<u>Trash collected regularly</u>	
<u>No leaky faucets</u>		<u>Railings, balcony, walls, steps in good repair</u>	
<u>(Check under sink & toilet)</u>		<u>Laundry facility safe</u>	
<u>Sufficient ventilation</u>		<u>Main floor windows have "stop blocks"</u>	
<u>Tub/shower in good condition</u>			
<u>Bedrooms:</u>		SERVICES INVENTORY	
<u>Enough closet space</u>		<u>Building management reliable</u>	
<u>Appropriate electrical outlets</u>		<u>Garage well lit and maintained</u>	
<u>Sufficient size for bed and furniture</u>		<u>Facilities and yard well maintained</u>	
<u>Water beds allowed</u>		<u>Rodents and roaches under control</u>	

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Another way you can locate apartments is through real estate agents or apartment location services. Many of them charge a fee for their services, however. In addition, larger apartment complexes usually have business offices in which you can inquire and apply for available units directly. Furthermore, as previously mentioned, word of mouth is often helpful. Ask your family, friends, co-workers, etc., if they know of any available and appropriate apartments.

Subsidized Housing

Most cities and towns in Massachusetts have Housing Authorities that own and manage apartments for low-income families, the disabled, and the elderly. To be considered for this type of subsidy, applicants have to fit in one of the above categories as well as meet income guidelines and possibly other criteria. If eligible, the Housing Authority might pay a percentage of the rental costs for public housing. However, even if an applicant qualifies, the waiting lists to receive such assistance average several years.

Evaluating an Apartment

Before committing to an apartment, you will have to make sure that it is in good condition and meets your needs. Make certain that you are aware of all costs, requirements, and stipulations relating to the apartment and rental agreement. The following worksheet will assist you (now or later) in evaluating whether or not an apartment is right for you.



ACTIVITY

Look at a minimum of two available apartments, utilizing the worksheet to determine if they are appropriate for you.



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Worksheet

Apartment Location

City: _____ Neighborhood: _____
 Floor: _____
 Near: *public transportation*
 school
 work
 family & friends
 shops and stores

Financial Requirements

Amount of Rent: \$ _____ Amount of Security Deposit \$ _____
 Utilities Included? Yes No If no, Average Cost of Util.: \$ _____
 Parking fee? No Yes \$ _____ Other Costs: \$ _____

Apartment Characteristics

Lease? _____ Pets? Yes No
 Number of Bedrooms: _____ Size of Bedrooms: _____
 Living Room Laundry Facilities
 Dining Room Fire exits
 Yard Storage Space
 Porch Other: _____
 Parking Other: _____

Condition

Carpet/Floors	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable
Walls	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable
Doors/Locks	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable
Windows	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable
Water Pressure	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable
Roaches/Bugs:	_____		
Other:	_____		
Other:	_____		

Kitchen

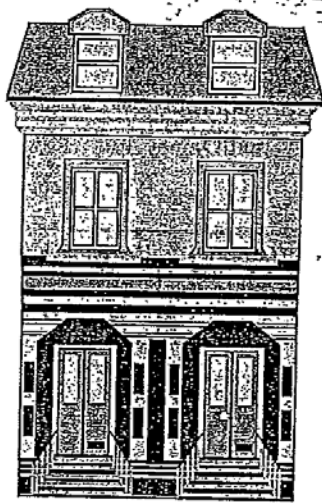
Refrigerator:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Range:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Oven:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Sink:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Cabinets:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Other:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None

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Bathroom				
Sink:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Shower:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Bathtub:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Toilet:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None
Other:	<input type="checkbox"/> Excellent	<input type="checkbox"/> Acceptable	<input type="checkbox"/> Unacceptable	<input type="checkbox"/> None

Extras			
Pool	<input type="checkbox"/>	Yard	<input type="checkbox"/>
Laundry Room	<input type="checkbox"/>	Fireplace	<input type="checkbox"/>
Exercise/Weight Room	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Porch/Balcony	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Parking Space	<input type="checkbox"/>		

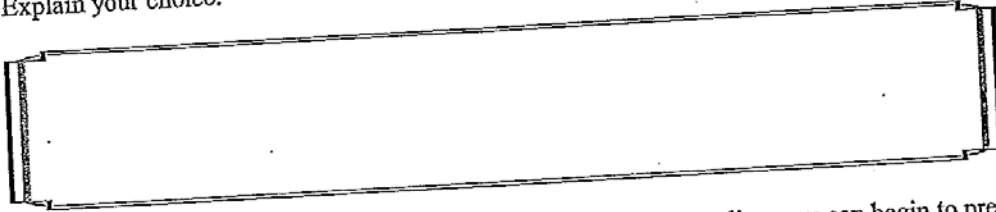
<p>THE APARTMENT IS APPROPRIATE FOR ME BECAUSE...</p>	<p>THE APARTMENT DOES NOT MEET MY NEEDS BECAUSE...</p>
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After evaluating the previous information, have you decided which type of living arrangement will meet your needs and budget?

Explain your choice.



Once you have made a decision regarding where you would like to live, you can begin to prepare and plan for your move. As stated previously, you will need to save money for start-up costs (the security deposit, the first month's rent, furniture, household items, etc.) prior to leaving care. *For detailed information, please refer to Module I.*

In addition to the money necessary for start-up costs, there are many additional factors to be considered before obtaining your own living situation.

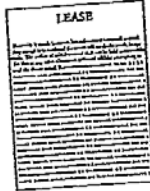


ACTIVITY

Utilize the following worksheet to assist you in planning and preparing for your move.

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Prior to looking for an apartment, you will also have to decide whether or not you are willing to sign a detailed rental agreement, called a lease. Most landlords require tenants to sign a lease, which defines responsibilities and expectations for both parties. Leases offer protection to the tenant and the landlord. They are legal documents and, therefore, binding. By signing a lease, tenants usually commit to keeping the apartment for 12 months and are held financially responsible for the rent during this period. Leases also specify rules and restrictions for tenants, i.e. pets, use of apartment facilities (pool, laundry), noise levels, parking, etc. Most leases also require that tenants do not sublease (rent the apartment to someone else) without permission.



In general, a lease is considered a legal contract whose conditions are agreed upon when both the tenant and the landlord sign their names. So be sure to read the entire agreement carefully and thoroughly before you sign a lease.

Consider the following

Clay had been looking for an apartment for a long time and had been unable to find one that he both liked and could afford. Finally, he rented an apartment which is kind of small and expensive. He signed a lease in which he agreed to stay in the apartment for one year. Today, two months after signing the lease, his friend Alex called to tell Clay that his friend has a perfect apartment for him; it is cheaper, larger, and in the neighborhood where Clay would like to live. Clay decides to call the landlord to let him know that he plans to move out on the first of next month.


What do you think will happen?

What kind of legal consequences could moving out have for Clay?

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After Katheryn had looked at what seemed like hundreds of apartments, she finally found the perfect one. The rent is reasonable, it's a five minute walk to the bus stop, the rooms are large, and it has a working dishwasher! Katheryn decided to rent the apartment and signed a year-long lease with the landlord. She was so excited that she somehow forgot to read the fine print. Two weeks later, Katheryn got an unwelcome surprise. The landlord stopped by to welcome her and noticed that Katheryn has a waterbed. He apologized and told her that she would not be able to keep it in her apartment. On a copy of the lease, he pointed out the portion that clearly states: "No waterbeds." The landlord explains how the weight of the bed and the potential of a water spill are the reasons behind such a clause.

What do you think will happen with Katheryn and her waterbed?



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ACTIVITY

Read the sample lease below and answer the questions which follow.

This 1st day of September, 1995, _____ herein
called ("Lessors") hereby lease to _____ herein
called the ("Lessee") the following premises: A first floor apartment located at
_____. Rent per month: Six Hundred Thirty Five Dollars (\$635.00),
term: 12 months, commencement date: September 1st, 1996.

1. Rent

The monthly rental to be paid by the Lessee for the apartment shall be as indicated above to be paid on the 1st day of each and every month, in advance, so long as this Lease is in force and effect.

2. Security Deposit

The Lessor agrees to hold the security deposit of Six Hundred Thirty Five dollars in an interest bearing escrow account, as a security deposit for the full, faithful, and punctual performance by the Lessee of all lawful covenants and conditions of this Lease.

It is understood that this security deposit may be applied to damages caused by the Lessee. The Lessors will return the security deposit less the amount applied to damages with interest as required by law and make a full accounting to the Lessee for all damages applied within 30 days after the building is vacated. It is further understood that the security deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of this security deposit.

3. Pets

The Lessee shall notify the Lessors of any pets the Lessee intends to keep on the premises. All pets are subject to the discretion of the Lessors.

4. Utilities

All electricity and gas charges to the apartment, including electricity and gas charges for lighting, appliances, heating, ventilating, or air conditioning shall be paid for by the Lessee.

5. Insurance

The Lessee understands and agrees that it shall be the Lessee's own obligation to insure her/his personal property located in the building, and the Lessee further understands that the Lessors will not reimburse the Lessee for damage to the Lessee's personal property.

6. Assigning/Subletting

The Lessee will not assign this lease, nor sublet the building or any part thereof, nor make any alteration in the building without the Lessor's prior consent in writing.

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7. Nuisance

The Lessee shall not cause any nuisance or act in an unreasonable manner either to the Lessors or to the other Lessees.

8. Mortgages

The Lessors shall have the right to mortgage and the Lessee's rights thereunder shall be subordinate to all mortgages now or hereafter of record affecting the real estate of which the building forms a part.

9. Fire and Casualty

The Lessee will, in case of fire or other casualty, give immediate notice thereof to the Lessors, who shall thereupon cause the damage to be repaired as soon as it is reasonable and convenient for the Lessors, but if the building be so damaged that the Lessors shall decide neither to rebuild nor to repair, the terms of the lease shall cease.

10. Regulations

The Lessee hereby consents to and agrees to observe any reasonable regulations that may be and as are in effect now or as may be promulgated from time to time. Notice of all current rules and regulations will be given to the Lessee by the Lessors and shall be made a part of this lease. The Lessors shall not, however, be responsible to the Lessee for any non-observance of rules, regulations, or conditions on the part of the other Lessees.

11. Condition of Apartment

It is agreed between the parties that the apartment has been rented in good order and repair. The Lessee acknowledges that the Lessee has inspected the building and the apartment is in good order except as otherwise noted in writing to the Lessors. The Lessee further agrees that upon vacating the apartment, it will be returned to a similar condition as when it was rented, reasonable wear and tear excepted.

12. Complete Agreement

It is agreed, except as herein otherwise provided, that no amendment or change or addition to this lease shall be binding upon the Lessors or Lessee unless reduced to writing and signed by the parties hereto. It is hereby agreed that this is the entire agreement of the parties.

13. Joint and Several Obligations

If this Lease is executed by more than one person or entity as Lessee, then and in that event all the obligations incurred by the Lessee under this lease shall be joint and several.

14. Severability

Unenforceability for any reason of any provision(s) of this Lease shall not limit or impair the operation or validity of any other provision(s) of this Lease.

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15. Holdover

If the Lessee remains in possession without the written consent of the Lessors at the expiration of the term hereof or its termination, then the Lessors may recover, in addition to possession, the monthly rental stipulated above for each month, or portion thereof, during the Lessee's holdover plus either one and one-half (1 1/2) times the monthly rental or the actual damages sustained by the Lessors, whichever is greater, plus the Lessor's costs of recovering said amounts and possessions, or if the apartment appears to have been abandoned.

16. Right of Entry

The Lessors may enter the apartment at any time where such entry is made necessary by an extreme hazard involving the potential loss of life or severe property damage; and between 8:00 a.m. and 8:00 p.m. in order to inspect the apartment, to make repairs thereto, to show the same to a prospective or actual purchaser or tenant, pursuant to court order, or if the apartment appears to have been abandoned.

17. Delivery of Lease

The Lessors shall deliver a copy of this Lease duly executed by the Lessors or their authorized agent, to the Lessee within thirty (30) days after the Lessee delivers and executed copy of this Lease to the Lessors.

18. Renewal/Notice to Quit

It is understood that the Lessee shall notify the Lessors of her/his intention to renew the Lease at the expiration of the term, or, alternatively, shall notify the Lessors of his/her intention not to renew within thirty (30) days of the end of the lease term.

Questions

1. How long is the lease for? _____
2. When does the rent have to be paid? _____
3. How much is the security deposit? _____
4. Are pets allowed? _____
5. Are utilities included in the rent? _____
6. Can the Lessee sublet? _____

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7. Is the Lessee responsible for damages he/she caused? _____
8. How long before the lease expires does the Lessee have to notify the Lessors of his/her intention to renew or not renew the lease? _____

What can you do to avoid unwelcome surprises?

Before signing a lease, make sure that you have answers to the following questions..

- How long is the lease for? (One year is the most common lease period.)
- Under what conditions will I get my security deposit back?
- If I am late in paying my rent, what are the penalties? Can a landlord charge a late fee?
- Can the landlord raise my rent during the period of the lease?
- Who is responsible for the repair and maintenance of the apartment?
- When the lease period has ended, what happens?
- Will I be able to move out of the apartment before the lease expires? If so, are there any exceptions or penalties?
- Can I sublet the apartment to someone else? Are there conditions to be met before I can sublet?
- Can I be evicted?

Be sure you know your responsibilities and rights as a tenant.

Now that you have an idea what you are looking for in an apartment, you need to evaluate how much you can afford for rent.

What is your monthly income?

\$

How much do you think you can spend on rent? (Remember you should not spend more than 40 to 45% of your income on rent and utilities.)

I could spend \$ for rent.

Explain your estimate.

Note: For more information, refer to the "Budgeting" section in Module I.



YOU WERE JUST WILLED AN APARTMENT BUILDING!

The building is in fairly good repair, but will need some painting and repairs. You will need to find several new tenants. Think about what you would do. Consider:

How you would choose the tenants to live in your apartment building

What you would need to know about possible tenants

How you would find the information you feel you need

How you would expect your tenants to act

What type of rules you would put into your leases and why

What expenses you would have such as taxes, upkeep, repairs, etc.

What your responsibilities as a landlord would be

What legal responsibilities you would have.

NOW CONSIDER WHAT RESPONSIBILITIES YOUR TENANT SHOULD HAVE.

WILL YOU BE THE TYPE OF TENANT YOU WOULD RENT AN APARTMENT TO?

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How To Maintain An Apartment/Living Situation

Once you have obtained a living situation/apartment, you need to make sure that you know how to maintain it. As a tenant, you have responsibilities toward your landlord, the other tenants in your building, your neighbors, and the community, in general.

Consider the following:

Jason moved into his own apartment two weeks ago. He likes to listen to loud music and turns up his stereo. Even though the other tenants have frequently asked him to turn it down, he refuses to do so. Today, the landlord came by to give Jason a warning. He told Jason that if he continues to listen to loud music, he'll lose his apartment. Jason was surprised and told the landlord that he thought that as long as he is paying the rent on time he could do whatever he wanted in his apartment.

What do you think?

What do you think you will have to do in order to maintain your apartment/living situation?

Generally, you must:

- Pay your rent on time.
- Abide by the conditions of the lease.
- Dispose your garbage properly.
- Keep your apartment sanitary.
- Refrain from making excessive noise, especially at night.

Your landlord must also abide by the terms of the lease. Be sure you know your responsibilities and your rights as a tenant. If you believe that your rights are being violated, you can contact the tenant's group in your community for assistance. The Massachusetts Tenant Organization at 14 Beacon Street, Boston, MA (617)367-6260, can put you in contact with your local group.

WHAT CAN I DO IF MY LANDLORD DOESN'T TAKE CARE OF A PROBLEM FOR ME?

Most problems can be taken care of with a quick telephone call to the landlord or the person designated as the apartment caretaker. Sometimes a polite letter can be written to tell of your problem. If there is no reasonable response, further action can be taken.

Laws in each state differ. Check with your local agencies for specific details. You can contact a representative from your local housing authority, social service welfare agency, legal aid service, or the Landlord-Tenant Court to talk with you about the laws in your state regarding rental problems. You could also look up information on the Internet. If you have a problem, you can:

1. Write a polite letter to your landlord to let him know your problem (Give specific details.)
2. If you don't get a response within a reasonable amount of time (30 days), do two things at the same time:
 - 1) Make a formal, written complaint to local housing authorities, asking for an inspection
 - 2) Try to personally contact landlord and come to an agreement. If you do get a response, call off the inspection.
3. Remember that you should:
 - 1) Keep copies of letters you send and send the letter to the landlord by registered mail for proof.
 - 2) Talk directly to the landlord about the problem if you don't get an answer to your letter.

If this direct contact is successful, contact the housing authority to cancel the inspection.

4. If all else fails, you can contact an experienced local agency for help or sue in a small claims court.

Practice writing a polite letter to your landlord stating a make-believe problem. Here is an example of a letter of complaint.

150 State Street
Jonesville WY 22222
May 17, 2001

Mr. John Appleby
2222 W 22nd Street
Jonesville WY 22222

Dear Mr. Appleby,

I live in your apartment building at 150 State Street, Apartment #2.

I know that you would like to know that the roof has begun leaking over my bed in my bedroom. I have placed a bucket under the leak and have moved the bed to protect it. The heavy storms are causing much damage in the neighborhood.

The broken window in the bedroom, that I mentioned to you last week, could also be fixed at the same time. If you remember, it was broken by falling branches in the last storm.

I'm looking forward to hearing from you right away so my bed can be put back and my room will be safe again.

Sincerely yours,

Jane Jobst