

Property Quest:

A Guide for First Time Renters

The Renter's Workbook



Department of Real Estate

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YOUR FIRST RENTING EXPERIENCE: GETTING STARTED

Let's say you are thinking of moving out on your own. That's great! But, there are some things you need to think about to make the experience a positive one. The information in this workbook along with the accompanying video will help guide you through the process. Also, know that there are other good resource guides available regarding the rental process. Check out the Resources on page 22, search the Internet, or visit your favorite library or bookstore. Good Luck!

How Much Money Do I Really Have to Spend on Rent?

Before you commit to renting an apartment or home, it is a good idea to take stock of how much you have to spend. Most first time renters will not only be paying monthly rent for the first time, they will also be spending money on many other items for the first time. These may include food, utilities (electricity, gas, water, telephone, cable, etc.), personal care products, laundry, and much more.

So, it is important for you to create a realistic budget that will give you an idea of how much money you have coming in and how much is going out. Only then will you be in a position to determine what you can really afford to spend on rent.

To start with, you need to estimate how much you have coming in, that is, your monthly income. If you get some of your money in larger, lump sums, divide the lump-sum amount by the number of months over which you have to make it stretch.

Wages and tips
(less taxes and other deductions) \$ _____

Savings \$ _____

Financial Aid \$ _____

Support from Parents \$ _____

Other \$ _____

Total monthly income \$ _____

Your total monthly income may seem like a lot of money, but living on your own can be costly. The money comes in, but the money can go out pretty fast.

Take a few minutes now and create your budget by listing the major categories where you think you have or will spend your money during a typical month.

My Budget

Housing

Room and board	\$ _____
Electricity, gas	\$ _____
Phone	\$ _____
Water, sewage, garbage	\$ _____

Food

Groceries	\$ _____
Fast food	\$ _____
Campus meal plan	\$ _____
Beverages	\$ _____

Other living expenses

Personal care (hair, toiletries)	\$ _____
Laundry and dry cleaning	\$ _____
Clothing/shoes/hats	\$ _____
Gifts	\$ _____
Monthly membership dues/subscriptions	\$ _____

Transportation

Car payments	\$ _____
Gas & oil	\$ _____
Normal car maintenance	\$ _____
License and registration fees	\$ _____
Auto insurance	\$ _____
Campus parking fees	\$ _____
Bus, taxi, subway, carpool	\$ _____
Train or plane ticket home	\$ _____

Educational expenses (if applicable)

Tuition and fees	\$ _____
Books	\$ _____
Lab fees	\$ _____
Health insurance	\$ _____
School supplies (copying, pencils, test forms, online services, notebooks, computer paper, calculators)	\$ _____

Entertainment

Movies	\$ _____
Concerts	\$ _____
Sports events	\$ _____
Dining out	\$ _____
Health club memberships	\$ _____
Parties	\$ _____
Cable television	\$ _____
Theater and plays	\$ _____
Electronic equipment (software, CDs)	\$ _____
Sports/Recreation equipment	\$ _____

Child care and pet care (if applicable)

Day care	\$ _____
Baby/pet sitters	\$ _____
Medical/Veterinary	\$ _____
Toys	\$ _____
Special foods	\$ _____
Clothes	\$ _____
Other	\$ _____

Expecting the unexpected

Traffic tickets	\$ _____
Car repairs	\$ _____
Medication	\$ _____
Dental care	\$ _____
Library fines	\$ _____

(Insert other categories unique to you here)

_____	\$ _____
_____	\$ _____

Total Monthly Expenditures

\$ _____

Next, subtract your total monthly expenditures from your total monthly income.

Total Monthly Income: \$ _____ (transfer \$ amount from p. 2)

– Total Expenditures: \$ _____ (total of your expenditures from pg. 4)

= Ending Balance \$ _____

To Roommate or Not to Roommate

There are a number of reasons you might choose to live with a roommate. First, after determining your budget, you may need to live with a roommate so they can share in the cost of your rental. Companionship may be another reason; many people like to live with other people.

Choosing the right roommate can make for a great living arrangement. But, choosing the wrong roommate can be a nightmare. There are many reasons a roommate relationship can go bad. Consider these:

- Your roommate is untrustworthy
- Your roommate doesn't pay his/her share of the bills
- You and your roommate thought you were in love; you're not
- You like to party; your roommate likes to read
- One of you is a "clean-nut;" one is not

The list could go on and on. Remember, different people have been raised in different living environments and not everyone is compatible. Further, not everyone is willing to adapt to another person's likes and dislikes. Also, know that small disagreements can grow larger when you're living in close quarters.

So, what's the trick to finding the perfect roommate? Well, unfortunately there is no easy answer to that question. The important thing to know is that you should size up your roommate for compatibility long before you move in together. And your roommate should size you up too. Be honest with each other. Discuss your likes and dislikes upfront. And, if you do decide to become roommates, keep the dialog open after you move in together. Communication is the key to good relationships.

TAKING THE PLUNGE: THE FIRST STEP IN THE RENTAL PROCESS

Once you've determined how much money you can afford to spend on rent and – if appropriate to your situation – you've chosen a compatible roommate, it is time to get the rental process started.

Discovering Your Credit Worthiness

Most landlords will try to determine if you will be likely to pay your rent each month, on time. To different degrees, landlords typically follow a screening process that gives them an indication of whether or not you will be a “good tenant.” Generally, landlords will ask potential tenants to provide background information so they can run a credit report.

A credit report gives others a “snap shot” of your credit worthiness. It will show what types of credit you currently have and/or what you have had in the past. It shows if you have paid your bills on time, filed for bankruptcy, or if you have ever been evicted. It also shows the current balances of your credit accounts. Note: Carrying high balances on your credit cards can be a signal to landlords that financial trouble may be in your future. So, work hard to keep credit card balances low...or avoid credit cards altogether!

There are a number of reasons you may wish to obtain a copy of your credit report before you begin your initial rental search. First, you don't want surprises. If there is negative information in your report, you may be able to “clean it up” before starting your rental search. Second, having a copy of your credit report in hand when meeting potential landlords can be an asset, especially if you find that potential renters are competing against one another for rental units. This can occur when rental properties are scarce in your area.

For about \$10, you can order your credit report by mail, phone or over the web from one of the three major national credit bureaus. For more information, check:

- TransUnion, www.transunion.com
- Equifax, www.equifax.com
- Experian, www.experian.com

In addition to providing you with a copy of your credit report, these bureaus can also help to “clean up” any incorrect information in your report and rehabilitate your credit.

Selecting the Right Place for You

Finding the best rental unit to suit your needs won't happen without a little work on your part. There are many factors to consider and you run the risk of getting into a very bad living situation, if you don't take the time to weigh the various possibilities.

Obviously, location is a huge concern. Is it important for you to live near your work or school? Is public transportation an issue? How close do you want to live to activities you enjoy when not in school or at work? Are grocery stores nearby? Is living near relatives or friends important? These are just some of the questions you must consider regarding location.

After weighing your location priorities and determining the area in which you'd like to live, there are a number of other factors to consider. And, remember your budget should play a key role in your decision-making. Let's face it; most people simply cannot afford everything they would like in a rental unit – especially if it's your first rental.

So, here's a list of other considerations as you hunt for your rental property:

- Rent an apartment or a house?
- How many bedrooms and bathrooms do you need?
- Is a backyard, side yard, patio, or covered porch important?
- Are you looking for a property that allows pets?
- Do you require a cooling system as well as a heating system?

Where do you find properties that are available to rent? It is always a good idea to ask friends or family members for recommendations. You can also do a search on the internet, and check out the classified ads in local papers. In many communities, there are free magazines or newspapers dedicated to listing local rental properties. Check out the newsstand at your favorite coffee shop or book store.

Once you've starting looking at specific properties, consider:

- Does the building and neighborhood appear safe (look for secure parking, possible illegal activities, security gates, etc.)?
- Are the property's grounds or common areas kept clean and attractive?
- Do the property units appear to be maintained (look for working windows, toilets that flush, faucets that don't drip and have good water pressure, units free from bad odors, etc.)?
- Is the property in your price range?

Also remember to check out the landlord. Consider asking other current tenants and neighbors about the landlord. And, a quick call to your local Better Business

Bureau will allow you to determine if there have been any complaints filed against the landlord.

Finally, start the search process early – like two or three months before you plan to move. Finding the right place to rent can be time consuming, and sometimes the best rental properties have waiting lists.

Completing the Rental Application

Once you've made the decision to rent a particular property, nearly all landlords will require you to fill out a rental application as part of the screening process. Rental applications provide landlords with your background information. Filling one out is similar to filling out a job application. The rental application will typically ask for your:

- Social Security or Driver's License number
- Employment and Income history
- Credit information
- References from former landlords, employers, friends
- Any past evictions or bankruptcies

If you are a first time renter with little or no employment, rental, or credit history, don't be surprised if your landlord asks you to provide a co-signer. A co-signer is typically a relative that has the history you lack and agrees to be liable for your debts if you do not fulfill the requirements of your rental agreement.

Tenant Tip

To make your best impression on a prospective landlord, consider having your rental application all filled out before scheduling a meeting to view the property. This will require that you pick up the application in advance. You might also consider having written references (from previous landlords, employers, and friends) and a copy of your credit report ready to share. This may give you an edge over other potential tenants.

THE RENTAL AGREEMENT: SPELLING IT ALL OUT

When your landlord notifies you that your rental application has been approved, the next step is to sign a rental or lease agreement. The agreement will spell out what the landlord is agreeing to provide, and what is expected of you. It is extremely important that you read the agreement carefully. If there is something you don't understand, ask the landlord for clarification. Also, consider getting a copy of the agreement in advance so you have time to read it. You may wish to have a parent, friend, or someone else whom you trust review the agreement with you. Agreements can be filled with legal jargon; don't be overwhelmed, simply take the time to review the document and ask for help if needed.

Monthly Rental vs. Lease: What's the Difference?

Typically, the agreement you enter into with your landlord will either be a monthly rental agreement or a lease. A monthly rental agreement – also referred to as a “month-to-month” agreement – will state the length or time between payments, i.e. once a month. However, monthly agreements do not state a specific termination date, like six months or one year. Consequently, monthly rentals expire each month, but are automatically renewed when the landlord receives a new rent check.

In contrast, a lease agreement will specifically state how many months or years the agreement is in effect. The tenant agrees to be responsible for renting the property – and the landlord agrees to make it available to the tenant – for the entire length of the lease. In general, the landlord cannot require the tenant to move out of the property before the end of the lease. And, if the tenant decides to leave prior to the lease end, the tenant is still responsible to pay the agreed upon monthly sum until the lease expires.

Both monthly rentals and leases are defined by unique features as described below:

Monthly Rental Agreement

- Will state when rent is due and the amount
- Will state how much notice the tenant must give the landlord if he/she decides to move out
- Will state how much notice the landlord must give the tenant if he/she decides not to rent to the tenant any longer or if he/she decides to change the terms of the agreement

Lease Agreement

- Will state when the rent is due and the amount
- Will state how many months or years the lease is in effect

Of course, monthly rental agreements and lease agreements contain many additional provisions as well, some of which we discuss below. It is important to know that most oral monthly rental and lease agreements are legal. However, because there is no way of proving “who said what,” it is highly recommended that all agreements be in writing. This should include any “side agreements,” for example when a landlord says “oh yeah, I’ll throw that in,” or “we’ll fix that before you move in.” Don’t be shy; ask that the terms of all “side agreements” be in writing.

Tenant Tip

A landlord who negotiates a rental or lease primarily in Spanish, must give the tenant a written, Spanish-language translation of the proposed monthly rental or lease agreement before the tenant signs it.

Who’s Responsible for the Utilities?

Utilities are a huge consideration for any new tenant. You need to know who’s responsible for paying the various utilities and you need to be able to at least estimate the cost of these utilities before agreeing to rent a property. Remember, your rent payment is only one portion of your monthly housing expense. If the utilities on your new rental property are sky-high, you may not be able to afford it over time. Here are some examples of utilities you may be responsible to pay:

- Electricity and gas
- Water
- Sewer
- Telephone
- Garbage/Recycling
- Cable

In addition, some condominium or planned housing complexes require tenants to pay a monthly fee to cover shared services like gardening, pool service, security and the like.

It is common for tenants to have to pay for utilities that fluctuate based upon tenant use, such as electricity, gas, telephone, and cable. Often times, fixed-priced utilities, like sewer or garbage, may be covered by the landlord. However, “who covers what” can vary from one property to the next, so find out up-front what you will be responsible for and make sure it is part of the written rental or lease agreement.

Again, it is very important for you to try to estimate what your utilities will cost before you agree to rent a property. Ask the landlord what other tenants pay for utilities. Also consider asking neighboring tenants about their utilities. And, remember to factor in seasonal changes. For example, depending on your location, energy prices might go up substantially in the winter to pay for heating or the summer to pay for cooling.

Deposits & Fees: What You Owe and How To Get Your Money Back

As part of the rental process, there are typically a number of deposits and fees that you will have to pay to the landlord. Generally, the deposits will be returned to you at some point if you meet certain conditions. By contrast, fees typically are costs that are not refundable.

The most common deposit is usually referred to as a **security deposit**. Landlords charge tenants security deposits to protect themselves from financial loss. Under California law, the maximum security deposit a landlord can charge is equal to two times the monthly rental amount for an unfurnished unit and three times the monthly rental amount for a furnished unit.

It is important to note that all or part of your security deposit may not be returned to you under certain circumstances. Make sure these circumstances are clearly defined in the written rental agreement. Examples include a tenant's failure to make final payments upon move out, damage to the rental unit beyond normal wear and tear, or a tenant's failure to leave a unit as clean as when they moved in.

Other common types of deposits and fees include:

- **Holding Deposit** – This is a deposit that a tenant pays to a landlord if the tenant cannot move into a rental unit right away. In making the deposit, the tenant agrees to rent the unit and the landlord agrees not to rent the unit to anyone else for a specified period of time. Be sure that you have a written agreement, which spells out how the deposit will be refunded (in cash or credited to the first month's rent) and if the deposit is refundable if you should change your mind and not rent the unit.
- **Pet Deposit** – For renters with pets, many landlords require an extra deposit to cover potential damage caused by the pet. (In some instances, landlords may require additional rent each month for renters with pets.)

- **Application Screening Fee** – This is a fee (maximum of \$30) which a landlord may charge to cover his/her cost of obtaining credit or reference information about you prior to move in.
- **Administrative Fee** – Landlords are allowed to charge a one-time “reasonable fee” to reimburse for pre-rent administrative costs such as providing application forms, listing the unit for rent, and interviewing and screening the tenant.

Again, it is extremely important that all deposits and fees be spelled out in advance, in writing. Insist on it!

PACK YOUR BAGS: THE MOVE-IN PROCESS

So, the day has finally arrived; you signed the rental agreement and you’re ready to move into your new rental unit. What now? First, you need to inspect the unit along with your landlord and agree to the overall condition of the unit prior to move-in. And, of course there’s a bit of administrative work that you need to handle. Read on!

The Walk-through Inspection

Your rental agreement should contain a provision for inspecting your new rental unit prior to moving in and as you move out. You and your landlord should inspect the unit together and agree on its condition. Consider taking photos or videotaping the walk-through for future reference. Most landlords will provide an inventory checklist to be used during the walk-through. The checklist is to be filled out and signed by you and the landlord. If an inventory checklist is not provided, you can download a checklist from the California Department of Consumer Affairs’ California Tenants Guide at www.dca.ca.gov. A sample checklist is provided in the Appendix of this workbook.

The checklist will itemize various items in your unit room-by-room, such as sink, counter surfaces, light fixtures and so on. With each item you will note what the condition is at the time of your move-in. The same checklist will be used when you move out, and the condition will again be noted. After the move-in inspection is completed and you and your landlord sign the checklist, be sure to get a copy for your files.

Things To Do List

There are a number of administrative things you must do upon move-in. Check with your landlord to determine your responsibilities. Your list of tasks might include:

- Contact various utilities and have service put in your name
 - ☐ Electric and/or gas company
 - ☐ Telephone company
 - ☐ City or County water/sewer/garbage service
 - ☐ Cable company
- Notify creditors, friends, and family of your new address and phone number
- Initiate newspaper service, if desired
- Check to see that your name is placed on your mail box if required
- Fill out a change of address form at the post office

Also, remember that introducing yourself and keeping an open line of communication with your neighbors can go a long way in avoiding unwanted disagreements in the future.

Tenant Tip

Consider purchasing renter's insurance to protect you against theft and fire. Your landlord carries insurance on your unit, but not on its contents. That's your responsibility. Check with your car insurance carrier to see if they provide renter's insurance or if they can refer you to an insurer that does. Renter's insurance is typically very affordable and can be invaluable if you have an unexpected loss.

RULES TO LIVE BY: YOU & YOUR LANDLORD HAVE RIGHTS & RESPONSIBILITIES

So, you've received the keys to your new rental unit and moved in. Great! By knowing and living by some very basic rules, your new living experience should be all about smooth sailing. Where do you find out about these rules – or rights and responsibilities? A great place to start is your rental agreement.

Many landlords use very standardized rental agreements that have been professionally prepared by reputable trade organizations. Typically, these agreements are very thorough and detail your legal rights and responsibilities, as well as those of your landlord. Again, it is very important to carefully read and understand your rental or lease agreement.

Certain rights and responsibilities are simply a matter of California law. Other rights and responsibilities may be unique to your agreement with your landlord. While we highlight some of the most important rights and responsibilities below, a more detailed discussion is available in the ***California Tenants Guide***, which can be downloaded from the California Department of Consumer Affairs at www.dca.ca.gov.

Tenant's Rights & Responsibilities

The following are your basic legal rights as determined by the laws of California and are always present, regardless of what a rental or lease agreement might state:

- You may not be discriminated against in seeking, obtaining, or living in a rental property based upon your race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability.
- Your security deposit cannot be more than two times your rent (or three times your rent if unit is furnished)
- Upon move out, you must receive a refund of your security deposit or an accounting of how it was used
- Your landlord must give you reasonable notice (usually 24 hours) before entering your rental unit unless it's an emergency or if you've moved out or abandoned the unit
- After giving proper notice, your landlord may enter your rental unit only for the following reasons
 - ☐ Make repairs, improvements, etc.
 - ☐ Show the unit (to new tenants, scheduled workers, etc.)
 - ☐ If a court order allows such entry
- You may sue the landlord for violations of the law or your rental or lease agreement
- You may have serious rental unit defects repaired and deduct repair costs from the rent under certain circumstances
- You may withhold rent to a maximum amount set by law if serious repairs are not corrected by the landlord under certain circumstances in some locations

- You may seek legal protection from landlord actions that are considered punishment or retaliation for some lawful action you have taken under certain circumstances

The following are responsibilities expected of you:

- Abide by the legal terms of your rental or lease agreement
- Pay rent and utilities on time
- Keep your unit and adjacent common areas clean and undamaged
- Respect other tenants' right to privacy
- Properly use gas, plumbing and electrical fixtures
- Dispose of trash and garbage properly
- Don't intentionally or carelessly destroy or damage the property and don't allow others to do so
- Don't remove any part of the unit, equipment or facilities and don't allow others to
- Notify landlord of any locks or other security devices that are broken
- Use the unit as a place to live and use each room for its intended purpose
- Return the unit to the same condition as when you moved in (except for normal wear and tear)
- Notify the landlord of any repairs that are needed

Landlord's Rights & Responsibilities

The following are your landlord's legal rights as determined by the laws of California:

- May terminate your monthly rental agreement after giving 30-days notice (or only 3 days notice if you failed to pay rent, materially damaged the rental property, or substantially interfered with other tenants)
- May raise the rent with appropriate notice (typically 30-60 days) if you have a month-to-month agreement
- May charge you a late fee if you are late paying rent or write a "bad check" for your rent if this is stated in the rental agreement
- May evict you if you do not voluntarily move out of your rental unit after proper termination notice has been served
- May keep all or part of your security deposit after you move out for unpaid rent, cleaning (if unit is not as clean as when you moved in), damages other than normal wear and tear, or for restoring or replacing certain items as written in the rental agreement

The following are responsibilities expected of your landlord:

- Abide by the terms of your rental or lease agreement
- Maintain your rental unit according to local building codes
- Maintain plumbing, gas, electrical and heating facilities
- Keep common areas clean, safe and free of pests
- Provide adequate garbage cans in good repair
- Keep floors, stairways, and railings in good repair
- Provide smoke detectors in multi-unit buildings
- Provide operable deadbolt locks on front entry doors and locks on windows

The Eviction Process: What You Should Know

As noted above, your landlord may evict you if you do not voluntarily move out of your rental unit after a proper termination notice has been served. In order to evict a tenant, the landlord must file an unlawful detainer lawsuit in Superior Court. Here's are some things to know about the eviction process:

- A landlord must use the court process to evict a tenant; a landlord cannot physically remove or "lock out" a tenant
- Generally, unlawful detainer lawsuits move quickly and tenants must be prepared to provide a written response to the court within five days after being served with the landlord's complaint
- In an unlawful detainer lawsuit, the court holds a hearing and the landlord and tenant present evidence and explain their case
- If the court rules in favor of the tenant, then the tenant does not have to move and the landlord may be responsible for various costs associated with the lawsuit
- If the court rules in favor of the landlord, a writ of possession is issued by the court and the sheriff may remove the tenant if the tenant does not voluntarily move out within five days

Tenant Tip

Misunderstandings between you and your landlord can lead to nasty disputes, which in turn, can lead to legal battles. Avoid this by keeping communication open with your landlord. Don't let small issues turn into big ones. Talk!

PACK YOUR BAGS AGAIN: THE MOVE-OUT PROCESS

When it's time to move on, there are some important things to know about the move-out process. Most renters will need a substantial portion of their deposit refunded in order to afford the move to their next place of residence. If you expect to receive a refund of your deposit monies, it is important that you refer to your rental or lease agreement and meet the conditions outlined.

Give Proper Notice

Your rental agreement will stipulate the process for giving notice of your departure. Check your agreement to see how many days notice you are required to give.

Your notice – whether required by the rental agreement or not – should be given in writing. This will help avoid any disputes. Simply write a short note to your landlord stating that you intend to move out of your rental unit. You should state the date of the notice and the date you intend to move out. It is important to keep a photocopy of this note for your records. It is best to deliver the notice to your landlord in person. If this is not possible, mail it by certified mail with return receipt requested.

If you have a lease agreement and are considering a move-out prior to the end of your lease period, remember that generally, you will be responsible for rent for the remaining lease term unless the landlord can rent the unit to someone else. Check your lease agreement for details.

Cleaning Up and Clearing Out

As your move-out day approaches it will be important to schedule your time carefully. Keep in mind that you must get all your belongings moved out and still leave time to clean your rental unit before turning over the keys to your landlord by the day stated in your notice. This can get a little crazy, especially if you're trying to coordinate with a specific move-in date at your new residence, attempting to get friends lined up to help with the move, and doing it all around your work or school schedule!

It is important that you be out of your rental unit on the day stated in your notice. Your landlord may have already rented the unit to another person who may need to move in. Check your rental agreement, there may be extra days or rent or fees that will be charged if you do not vacate your unit when stated.

Finally, remember, if you wish to get a refund of your deposit monies, you must clean your rental unit and leave it in the same condition as when you moved in (except for normal wear and tear). You should leave adequate time to clean the unit. After cleaning the unit, you will do a final walk-through inspection with the landlord. Utilizing the inspection list previously described, you will note the condition of the unit at the time of your move-out. Again, if possible, take photos or videotape the final walk-through.

Those Administrative Things Again

As with your move-in, there are a number of administrative things you must do. Check out this list:

- Contact various utilities and have service discontinued at the rental unit you are moving out of (and possibly started at your new residence)
 - ☐ Electric and/or gas company
 - ☐ Telephone company
 - ☐ City or County water/sewer/garbage service
 - ☐ Cable company
- Submit a change of address card with the post office so that your mail will be forwarded to your new residence
- Notify creditors, friends, and family of your new address and phone number
- Leave a forwarding address with your landlord for your deposit return

GLOSSARY

Arbitration: using a neutral third person to resolve a dispute instead of going to court. Unless the parties have agreed otherwise, the parties must follow the arbitrator's decision.

California Department of Fair Employment and Housing: the state agency that investigates complaints of unlawful discrimination in housing and employment.

Credit Report: a report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged-off accounts, has been sued, and is subject to court judgments.

Credit Reporting Agency: a business that keeps records of people's credit histories, and that reports credit history information to prospective creditors (including landlords).

Default: a tenant's failure to do something that the law requires the tenant to do. For example, the law requires a tenant to pay all of the rent that is due before the tenant moves out. A tenant who moves out without paying all of the rent that is due is in default of this obligation.

Discrimination (in renting): denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing segregated housing because of a person's race, color, religion, sex, sexual orientation, national origin, ancestry, source of income, age, disability, whether the person is married, or whether there are children under the age of 18 in the person's household. Discrimination also can be refusal to make reasonable accommodation for a person with a disability.

Eviction: a court-administered proceeding for removing a tenant from a rental unit because the tenant has violated the rental agreement or did not comply with a notice ending the tenancy (also called an "unlawful detainer" lawsuit).

Eviction Notice (or three-day notice): a three-day notice that the landlord serves on the tenant when the tenant has violated the lease or rental agreement. The three-day notice usually instructs the tenant to either leave the rental unit or comply with the lease or rental agreement (for example, by paying past-due rent) within the three-day period.

Fair Housing Organizations - city or county organizations that help renters resolve housing discrimination problems.

Holding Deposit - a deposit that a tenant gives to a landlord to hold a rental unit until the tenant pays the first month's rent and the security deposit.

Landlord - a business or person who owns a rental unit, and who rents or leases the rental unit to another person, called a tenant.

Lease - a rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined length of time (for example, six months or one year). Compare to periodic rental agreement.

Monthly Rental Agreement (or Month-to-Month Rental) - an oral or written agreement between a tenant and a landlord, made before the tenant moves in, which establishes the terms of the tenancy. A Monthly Rental Agreement states that the length of time between rent payments is one month (or 30 days), but does not state the total number of weeks or months that the agreement will be in effect.

Rent Control Ordinances - laws in some communities that limit or prohibit rent increases, or that limit the circumstances in which a tenant can be evicted.

Rent Withholding - the tenant's remedy of not paying some or all of the rent up to a certain amount if the landlord does not fix defects that make the rental unit uninhabitable within a reasonable time after the landlord receives notice of the defects from the tenant.

Rental Application - a form that a landlord may ask a tenant to fill out prior to renting that requests information about the tenant, such as the tenant's address, telephone number, employment history, credit references, and the like.

Rental Unit - an apartment, house, duplex, or condominium that a landlord rents to a tenant.

Renter's Insurance - insurance protecting the tenant against property losses, such as losses from theft or fire. This insurance usually also protects the tenant against liability (legal responsibility) for claims or lawsuits filed by the landlord or by others alleging that the tenant negligently injured another person or property.

Repair and Deduct Remedy - the tenant's remedy of deducting from future rent the amount necessary to repair defects covered by the implied warranty of habitability. The amount deducted cannot be more than one month's rent.

Security Deposit: a deposit or a fee that the landlord requires the tenant to pay at the beginning of the tenancy to protect the landlord if the tenant defaults, for example, by moving out owing rent or leaving the unit damaged or less clean than when the tenant moved in.

Tenancy: the tenant's exclusive right, created by a rental agreement between the landlord and the tenant, to use and possess the landlord's rental unit.

Tenant: a person who rents or leases a rental unit from a landlord. The tenant obtains the right to the exclusive use and possession of the rental unit during the lease or rental period.

Thirty or Sixty-Day Notice: a written notice from a landlord to a tenant telling the tenant that the tenancy will end in thirty or sixty days or that the terms of the Rental Agreement will change (i.e. increase in rent). A thirty-day notice usually does not have to state the landlord's reason for changing the terms. (A thirty-day notice may also refer to the written notice from a tenant to a landlord telling the landlord that the tenant will vacate the rental unit).

Uninhabitable: a rental unit that has such serious problems or defects that the tenant's health or safety is affected is "uninhabitable." A rental unit may be uninhabitable if it is not fit for human beings to live in, or if it fails to substantially comply with building and safety code standards that materially affect tenants' health and safety.

(Adapted from the California Department of Consumer Affairs' *California Tenants Guide*).

Resources

Books and Guides:

Braitman, E. (1998). Dollars and Sense for College Students. New York: Random House. The author offers sensible advice about using credit cards, banking, shopping for food, paying the rent, finding health insurance, paying taxes, planning a budget, and avoiding debt.

Sacks, E. (1998). The Savvy Renter's Kit. Chicago: Dearborn Financial Publishing, Inc. Sacks steps readers through the process of renting an apartment or house. Includes sample forms, a listing of resources and lots of common sense tips.

Burkett, L. (2000). The World's Easiest Pocket Guide to Renting Your First Apartment. Chicago: Northfield Publishing. The author provides answers to the most commonly asked questions of first time renters. More than half of the book deals with the very important preliminary steps first time renters must consider including: Can you afford it?; planning and purchasing, and; sharing with friends.

Web Sites:

For an online calculator for budgeting personal finances, see www.calculatorweb.com/calculators/budgetcalc/.

For credit report checking, see the following Web sites: www.equifax.com, www.transunion.com and www.experian.com.

For more information on tenants rights and responsibilities, a listing of tenants' assistance programs county-by-county, and other useful information download a PDF copy of California Tenants guide from the California Department of Consumer Affairs at: www.dca.ca.gov.

To download copies of workbooks for renters and home buyers, go to the California Department of Real Estate's Web site at: www.dre.ca.gov.

Participant Feedback Form

Use the following statements to evaluate the instruction and materials presented.
Rate each item on a scale of 1 (Strongly Disagree) to 5 (Strongly Agree).

CONTENT

- | SD | | SA |
|-----------|--|---|
| ① ② ③ ④ ⑤ | | I learned a lot from this session. |
| ① ② ③ ④ ⑤ | | What I learned from this session is important to me. |
| ① ② ③ ④ ⑤ | | The information presented in this session is useful to me. |
| ① ② ③ ④ ⑤ | | What I learned in this session is helpful and beneficial to me. |
| ① ② ③ ④ ⑤ | | The material presented in this session was easy for me to understand. |

TRAINER

- | SD | | SA |
|-----------|--|---|
| ① ② ③ ④ ⑤ | | The trainer was knowledgeable and well prepared. |
| ① ② ③ ④ ⑤ | | The trainer was effective in presenting the information to me. |
| ① ② ③ ④ ⑤ | | The trainer was clear and accurate in presenting the material. |
| ① ② ③ ④ ⑤ | | The trainer was highly approachable and made it easy for me to ask questions. |
| ① ② ③ ④ ⑤ | | Overall, I would rate this trainer as highly effective. |

ACTIVITIES

- | SD | | SA |
|-----------|--|--|
| ① ② ③ ④ ⑤ | | I enjoyed the activities included in this session. |
| ① ② ③ ④ ⑤ | | The activities included in this session were useful for learning the information. |
| ① ② ③ ④ ⑤ | | It was easy for me to participate in many of the activities presented in this session. |
| ① ② ③ ④ ⑤ | | I found the activities relevant to my life. |
| ① ② ③ ④ ⑤ | | It was easy for me to relate to the activities. |

Appendix

On the following pages, you will find samples of typical rental forms. These include:

- Residential Rental Application
- Rental Agreement
- Lease Agreement
- Inventory Checklist

These forms are samples only, and may differ from the forms you may encounter during the rental process.

RESIDENTIAL RENTAL APPLICATION

Name of Applicant _____ Telephone _____

Present Address _____

City, State, Zip Code _____

Social Sec. No. _____ Driver's Lic. No. _____

Spouse's Social Sec. No. _____ Spouses Driver's Lic. No. _____

Birthdate _____ Spouse's Birthdate _____

How many in your family? Adults _____ Children _____ Pets? _____

How long have you lived at the present address? _____

Name of Landlord _____ Telephone _____

Prior Landlord _____ Telephone _____

Employer _____ Position _____

How long? _____ Telephone _____

Salary _____

Name of Bank _____

_____ Checking Account No. _____

_____ Savings Account No. _____

Additional Personal/Credit References

Name	Relationship	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

I represent that the information provided in this application is true to the best of my knowledge. You are hereby authorized to verify my credit and employment references in connection with the processing of this application. I acknowledge receipt of a copy of this application.

Dated:

Applicant

RENTAL AGREEMENT

1. **Parties & Premises** This agreement is made and entered into on _____, 20____ by and between _____, hereinafter called "Landlord," and _____, hereinafter called "Tenant," for the premises located at: _____ with the following furniture and appliances: _____.
2. **Term** Landlord agrees to rent the premises to Tenant on a month-to-month basis. Tenant agrees to give Landlord thirty (30) days written notice prior to vacating the premises.
3. **Rent** The monthly rental for said property shall be \$_____, due and payable by check on the _____ day of each month.
4. **Utilities** Tenant agrees to pay all utilities except _____, which shall be paid by the Landlord.
5. **Deposit** Tenant will pay the following deposits: _____.
This amount will be refunded within two weeks following the termination of the tenancy. Unpaid rent, costs for reasonable cleaning, and charges for damages beyond normal wear and tear may be deducted.

In Addition it is Agreed:

6. Tenant shall not sublet all or any part of the premises, nor assign this agreement or any interest in it without the Landlord's prior written consent which will not be unreasonably withheld.
7. Tenant shall not, without the Landlord's written consent, make any alterations, improvements, or additions in or about the premises.
8. Landlord shall maintain the building, grounds, and appliances belonging to the premises in a clean, safe, and sanitary condition.
9. Landlord may enter the premises for the purposes of maintenance or repair, or to show the premises to buyers or prospective tenants. In all cases, except those of emergency (such as a fire) or abandonment, Landlord must give at least 24 hours notice of his/her intent to enter the premises, and where feasible, attempt to arrange a convenient time for the Tenant.
10. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
11. Tenant shall, upon termination of the agreement, vacate the premises, remove all personal property, and leave the premises as clean as they were found, except for normal wear and tear and other damages beyond the Tenant's control.
12. Additional Terms:

The parties listed below have executed and agreed to this Rental Agreement:

_____	Date: _____	_____	Date: _____
Landlord Signature		Tenant Signature	
_____	Date: _____	_____	Date: _____
Tenant Signature		Tenant Signature	
_____	Date: _____	_____	Date: _____
Tenant Signature		Tenant Signature	

LEASE AGREEMENT

1. **Parties & Premises** This lease is made and entered into on _____, 20____ by and between _____, hereinafter called "Lessor," and _____, hereinafter called "Lessee," for the premises located at: _____ with the following furniture and appliances:

_____.
2. **Term** The term of this lease shall be for _____ beginning on _____, 20____ and ending on _____, 20____.
3. **Rent** The total rent for the term hereof is the sum of \$ _____ payable in equal monthly installments of \$ _____, due and payable by check on the _____ day of each month.
4. **Utilities** Lessee agrees to pay all utilities except _____, which shall be paid by the Lessor.
5. **Deposit** Lessee will pay the following deposits:

This amount will be refunded within two weeks following the termination of the lease. Unpaid rent, costs for reasonable cleaning, and charges for damages beyond normal wear and tear may be deducted.

In Addition it is Agreed:

6. Lessee shall not sublet all or any part of the Premises, nor assign this agreement or any interest in it without the Lessor's prior written consent which will not be unreasonably withheld.
7. Lessee shall not, without the Lessor's written consent, make any alterations, improvements, or additions in or about the Premises.
8. Lessor shall maintain the building, grounds, and appliances belonging to the Premises in a clean, safe, and sanitary condition.
9. Lessor may enter the Premises for the purposes of maintenance or repair, or to show the Premises to buyers or prospective tenants. In all cases, except those of emergency (such as a fire) or abandonment, Lessor must give at least 24 hours notice of his/her intent to enter the Premises, and where feasible, attempt to arrange a convenient time for the Lessee.
10. Lessee agrees not to use the premises in such a manner as to disturb the peace and quiet of other lessees in the building. Lessee further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
11. Lessee shall, upon termination of the Lease, vacate the premises, remove all personal property, and leave the premises as clean as they were found, except for normal wear and tear and other damages beyond the Lessee's control.
12. Additional Terms:

The parties listed below have executed and agreed to this Lease Agreement:

_____ Lessor Signature	Date: _____	_____ Lessee Signature	Date: _____
_____ Lessee Signature	Date: _____	_____ Lessee Signature	Date: _____
_____ Lessee Signature	Date: _____	_____ Lessee Signature	Date: _____

INVENTORY CHECKLIST

This inventory form is for the protection of both the tenant and landlord.

You and your landlord should fill it out within three days of your moving in. Then, at least one week before moving out, you should arrange a time to make the final inspection. Both you and your landlord should sign and receive a copy of the form following each inspection.

In completing the form, be specific and check carefully. Among the things you should look for are dust, dirt, grease, stains, burns, damage, and wear.

Additions to this list may be made as necessary. Attach additional paper if more space is needed, but remember to include a copy for both parties. Both parties should initial any additional pages. Cross out items that do not apply.

Apartment Name and Address _____

Unit No. _____

	ITEM	QUANTITY IF APPLICABLE	CONDITION UPON ARRIVAL	CONDITION UPON DEPARTURE <small>Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible</small>
KITCHEN	Cupboards			
	Floor covering			
	Walls and ceiling			
	Counter surfaces			
	Stove and oven, range hood (broiler pan, grills, etc.)			
	Refrigerator (ice trays, butter dish, etc.)			
	Sink and garbage disposal			
	Table and chairs			
	Windows (draperies, screens, etc.)			
	Doors, including hardware			
	Light fixtures			
LIVING ROOM	Floor covering			
	Walls and ceiling			
	Table and chairs			
	Sofa			
	Window (draperies, screens, etc.)			
	Doors, including hardware			
	Light Fixtures			

Note: any refund of the security deposit to which the tenant is entitled must be returned to the tenant within three weeks after the premises are vacated, as required by California Civil Code 1950.5.

	ITEM	QUANTITY IF APPLICABLE	CONDITION UPON ARRIVAL	CONDITION UPON DEPARTURE Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible
BATHROOM	Floor Covering			
	Walls and ceiling			
	Shower and tub (walls, door, tracks)			
	Toilet			
	Plumbing fixtures			
	Windows (draperies, screens, etc.)			
	Door, including hardware			
	Light fixtures			
	Sink, vanity, medicine cabinet			
BEDROOM	Floor covering			
	Walls and ceiling			
	Closet, including doors and tracks			
	Desk(s) and chairs(s)			
	Dresser(s)			
	Bed(s) (frame, mattress-check both sides for stains-pads, boxsprings)			
	Windows (draperies, screens, etc.)			
	Doors, including hardware			
	Light Fixtures			
HALLWAYS OR OTHER AREAS	Floor covering			
	Walls and ceiling			
	Closets, including doors and tracks			
	Light fixtures			
	Air conditioner filter(s)			
	Patio, deck, yard (planted areas, ground covering, fencing, etc.)			
	Other (please specify)			

Beginning Inventory Date _____ End-of-Term Inspection Date _____

Signature of Tenant _____ Signature of Tenant _____

Signature of Owner or Agent _____ Signature of Owner or Agent _____