

Keep it Legal, Volume 7
Keeping Shady Landlords On Their Toes

Looking for an apartment or home to rent? Renewing a lease? Already in a lease with a shady landlord? If you answered yes to any of these, then it is time to brush up on the always-exciting landlord-tenant law!

Once you have the right place spotted, get a copy of the lease agreement ... *and read it!* A careful reading and a clear understanding of the agreement can help you avoid problems altogether down the road. Prior to signing, you can also set up an appointment to have your local legal assistance attorneys review the lease, explain any terms, and advise of possible unfavorable provisions.

Next, after signing the lease, but before paying your deposit, you should conduct a thorough move-in inspection. Note every problem you observe in writing (even take pictures if possible), and get the landlord to sign the inspection. You are responsible for leaving the premises in roughly the same condition as you found it (with the exception of minor wear and tear). If existing problems are not recorded, then you may be held responsible for damages you did not cause.

Now, moved in and life is good ... or maybe not. Here are quick, not-entirely-inclusive lists to keep in mind when determining who might be in the wrong when the birds are no longer chirping:

Landlords' responsibilities: Landlords must comply with all building and health codes and deliver a safe and clean dwelling (i.e., working toilets, furnaces, windows, and locks); landlords must provide and maintain heat, water, sanitary, plumbing, electrical systems, and appliances included in the rental agreement; landlords must maintain common areas; landlords must give you notice prior to entering (unless it is an emergency).

Tenants' responsibilities: Tenants must pay rent (no kidding!); tenants must keep the rental premises clean, keep smoke detectors working, and generally use the premises reasonably and within the rules of the lease; tenants must promptly inform landlords of needed repairs and allow landlords access to make such repairs.

Or, maybe the birds are still chirping, but you just found out they will be chirping at Bagram Airfield when you deploy there. The Servicemembers Civil Relief Act has your back. Under it, servicemembers can terminate real estate rental agreements upon receiving orders greater than 90 days. The member must provide the landlord with written termination notice and a copy of orders. The lease then terminates 30 days after the next rental payment is due.

Moved in and life was good, but the lease is up and you are moving across town to a place with a pool (promotion = upgrade!). You need to do *another* inspection. Do a walk-

through with the landlord so that you can agree on things that either were there before you moved in (using the first inspection) or were a result of normal wear and tear. This will cut down on grief related to the last point -- security deposits. Within 45 days of the lease's termination, the landlord is required to provide you with (a) a damage itemization, and/or (b) a check for the balance of repairs beyond normal wear and tear (i.e., security deposits cannot be used for tasks such as carpet cleaning or re-painting), any back due rent, and any unpaid utility charges from the original deposit.

Be a smart tenant -- be proactive and know your rights. Do not let a shady landlord get away with shenanigans on your dime!

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