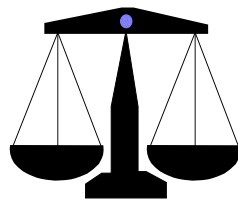


TOP TEN TIPS TO KNOW BEFORE YOU RENT

UCLA STUDENT LEGAL SERVICES



1. Beware of Applications to Rent

Most students submit Applications to Rent for several apartments to ensure that they will be approved for at least one. But you need to be careful, because many Applications to Rent contain language that states you must rent the apartment if the landlord approves your application. If you do not rent the apartment, some Applications provide that you will lose the deposit you paid to hold the apartment. Other landlords take the position that you have rented the apartment and expect you to pay rent. Read the Application to Rent and ask questions if you are uncertain what the terms mean.

The landlord may charge a fee for a credit check for each tenant. The fee generally is \$30-35 per tenant.

2. Read Your Rental Agreement

You are bound by *every* term in the Rental Agreement, so read it carefully! If the landlord makes any promises or agrees to change a provision in the Rental Agreement, you must get it in writing if you want it to be enforceable. Terms can be added or deleted by editing the Rental Agreement by hand, and the landlord and all of the tenants must initial the changes.

Watch for provisions that require the landlord's prior written permission, and get that permission before you act. Prior written permission typically is required to change tenants, add tenants, sublease and, in some cases, to put anything on the wall.

3. Take Steps to Protect Your Security Deposit

The landlord can charge up to two times the amount of the rent for an unfurnished apartment and three times the amount of the rent for a furnished apartment. Be sure to get a receipt for any

deposit that you pay. Security deposits can be very expensive, so there are steps you can take when you move into your apartment to enhance the chance that a reasonable amount of your deposit will be returned when you move out.

The landlord can make deductions from your deposit for unpaid rent, damage caused by the tenants or their guests that is in excess of ordinary wear and tear, or for cleaning if necessary to bring the apartment back to the condition it was in at the inception of the tenancy. So it is important for you to document the condition of the apartment when you move in to establish what are the pre-existing conditions for which you are not responsible.

Conduct a careful inspection of the entire apartment and create a list of all conditions that are not perfect. Shortly after you move in, you should send the landlord a letter or email with two sections: one itemizes the conditions that you want to have repaired; and the other lists conditions that you want to get on the record but do not need to be repaired. Be extremely picky and note even minor items. Send a copy to the landlord and keep a copy for yourself. You also should take photos.

You have the right to have the landlord inspect your apartment within the last two weeks of your tenancy. During the walk-through, the landlord must make a list of all conditions for which he will make deductions from your deposit and provide you with that list. This gives you the opportunity to fix the problems. After you move out, the landlord may make deductions only for the conditions on the list with two exceptions: the tenants' possessions obscured the condition; and the condition occurred after the walkthrough. The landlord has 21 days from the termination of the tenancy to return your deposit.

4. Be Sure Your Apartment is Safe

The landlord is required to maintain your apartment in habitable condition. The landlord also is required to install a deadbolt on all exterior doors, except sliding doors. In addition, there must be locks and screens on all windows, except louvered and casement windows. Hard wired smoke and carbon monoxide detectors must be placed near all bedrooms and on every level of the apartment if it has more than one floor.

You should ask the landlord to rekey the apartment when you move in to be sure a former tenant cannot get into your apartment. Do not prop open security doors or gates, and inform the landlord in writing if those doors or gates are not functioning properly.

5. Sign a Roommate Agreement

Even if you and your roommate are best friends, it is a good idea to have a written roommate agreement. There is a sample agreement on the Student Legal Services web site (<http://www.studentlegal.ucla.edu/assets/pdf/forms/RMMATEK1.pdf>). Unexpected problems can occur, and an agreement can set forth both the obligations and rights of the roommates. Although roommate agreements can be either oral or written and both types are enforceable under California law, it is far easier to prove the terms of a written agreement. Written agreements have the additional advantage of making expectations of the roommates very clear, perhaps preventing future problems. If one roommate violates a term of the agreement, the consequences are more straightforward and may even be included in the agreement itself.

These agreements may be written in simple English without any "legalese." It is advisable to include terms addressing the following issues:

- How long each roommate is agreeing to stay in the apartment.
- What happens if a roommate wants to leave early: who pays the rent until a replacement is found; who finds the replacement; who may approve the replacement.
- How the rent is divided.
- How the living space in the apartment is divided.
- In whose name the utilities will be and how the bills will be divided.
- What are the “house rules”: may guests spend the night; if so, where and for how long; is smoking allowed; are there quiet hours; is alcohol allowed; who will clean the apartment and how often; will food be shared; etc.
- Who gets the parking space(s), if any.

6. Be Careful About Subletting

Most rental agreements contain a provision that prohibits the tenant from subleasing without the landlord’s prior written permission. If your rental agreement has this provision, oral permission from the landlord is not sufficient. If you fail to get written permission and you still sublet, the landlord has grounds to evict everyone in the apartment. If you are planning to be a sublessee, you should be sure that the person from whom you are renting obtained the landlord’s written permission, if necessary.

If you get permission to sublet, you should sign a Sublease Agreement with your sublessee for the same reasons discussed in #5. There is a sample Sublease Agreement on the Student Legal Services web site (<http://www.studentlegal.ucla.edu/assets/pdf/forms/SUBLEASE.pdf>). You also should get a deposit from your sublessee to cover any damage or unpaid rent.

7. Document Your Requests for Repairs

It is advisable to put all requests for repairs in writing. Having proof that you notified the landlord of a problem is important if the problem ends up damaging your property. For example, you send the landlord an email asking him to fix a leak in your ceiling, but no repairs are done. When the ceiling caves in spewing water from a broken pipe and damages your bed and laptop, the landlord is liable. If you had made only an oral request, the landlord might deny that he had been put on notice since you do not have proof of your request.

8. Buy Renter’s Insurance

It is important to buy renter’s insurance to cover a variety of losses, as the landlord is not liable for all damages or losses you may sustain as a tenant. In most cases, you will have to bear the loss if items are stolen from your apartment. If the damage to your personal possessions is not a result of the landlord’s negligence (e.g., a tree is struck by lightning and crashes into your apartment), then the landlord will not have to pay you. Renter’s insurance would cover your losses in these cases.

Renter’s insurance also provides coverage if you are liable for damage to the apartment. For example, if you leave the toaster oven on high all day and it bursts into flames, the landlord would expect you to pay for the damage to the apartment. Renter’s insurance would pay the landlord’s damage for you.

You can select how much coverage you want to get for both your possessions and your liability.

Be sure to include the value of your computer(s)! You also will want to check if loss of your possessions is covered when you are not in your apartment. Many companies cover losses if you are traveling or on campus (e.g., your laptop is stolen from the library). There is a UC approved renter's insurance with GradGuard, which provides excellent coverage. There is a link to that insurance on the Student Legal Services' web site (<http://ucla.campusconnexionsuc.com/>).

9. Be Organized

You should keep a file with the important documents regarding your apartment so you are prepared if a problem arises. The file should have your rental agreement (#2), roommate agreement (#5), renter's insurance information (#8), a copy of the letter or email to the landlord describing the condition of the apartment when you moved in (#3), your deposit and rent receipts, and your repair requests (#7), as well as any other documents relating to your tenancy. Having a hard copy of these documents is crucial unless you back up in the cloud, as your computer may crash or be lost, leaving you with no proof to support your claims.

10. Consult Student Legal Services If You Have Questions or Concerns

If a problem arises or you have questions, you should consult with Student Legal Services or another legal clinic before you take action. Taking the wrong step could undermine your legal position or increase your liability – it might even get you evicted. It is best to get help early rather than wait for the problem to escalate. If you are a UCLA student, you should contact Student Legal Services to make an appointment and bring your file (#9) when you meet with the attorney. We are here to help you!

For more information, please visit the Student Legal Services web site:
<http://www.studentlegal.ucla.edu>.

The information contained in this article is of a general nature. If you have a similar problem, you should consult with an attorney. Currently registered UCLA students are encouraged to call Student Legal Services for an appointment (310.825.9894). Appointment hours are 9:00 a.m. to 5:00 p.m., Monday through Friday.