

CONSUMER'S NOTEBOOK

Landlord and Tenant

Looking for an Apartment?

If a Deposit to Hold an Apartment is Required: Remember, if you fail to take the apartment on the agreed date, the landlord can keep the deposit. If the unit is not ready on the agreed date, you are entitled to get the entire deposit back.

Inspections and Checklists: Before placing a deposit, inspect the premises. Note any damages, uncleanliness, or other issues on a checklist. Make two copies and have the landlord sign one and date it. If he refuses, have a friend take snapshots of the apartment, date them and witness it. Your landlord is obligated to maintain the rental premises in a habitable condition.

Security/Damage Deposits: These are deposits given to the landlord to satisfy nonpayment of rent or any other default, including physical damage to the apartment. Remember, your landlord can only retain this deposit to remedy a default or for damages for unreasonable wear.

Lessee's Deposit Act: This law requires your landlord to return your deposit within 30 days of termination of the lease, provided you have fulfilled the lease and left a forwarding address. If your landlord fails to return your deposit, you may sue in small claims court to recover it. Pet deposits are recoverable under this act.

What You Need to Know About Your Lease

- The lease is a **contract** which **legally** binds **both** parties to terms for a specified period of time. Breach of this contract by either party can result in serious legal and financial consequences.
- The lease can be oral or written. It is better to have a written lease as proof of the contract itself. Always keep a copy of the signed lease. If there is no written or oral lease, a month to month lease is presumed to exist.
- Ask for a copy of the rules governing tenants and read them before signing the lease.
- If tenants co-sign the lease, either may be held responsible for nonpayment of the entire rent, damage or breach of contract.

- Beware of leases which automatically renew for another term equal to the original term. To avoid automatic renewal, give notice of your intention to vacate at least 30 days prior to expiration of the lease.
- A tenant must be given notice before being evicted. The landlord must give 5 days notice where there is cause for eviction, and 10 days notice if there is simply a termination of the lease.