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Renter's Insurance: Protect Yourself from Crime

How savvy tenants can get landlords to prevent crime.

Renters seem to be particularly hard hit by burglaries and assaults on residential property. Criminals often target large rental communities because their size and bustle serve to absorb an intruder's presence. And unlike homeowners, renters are usually not in a position to install effective deterrent measures such as sturdy locks.

What can you do if you think your landlord's attempts at providing a safe place to live are inadequate? It's scant comfort to know that you may be able to sue your landlord if your unit is burglarized or you are assaulted. Landlords in most states now have at least some degree of legal responsibility to protect their tenants from foreseeable would-be assailants and thieves and from the foreseeable criminal acts of fellow tenants.

A landlord who has been sued will almost certainly beef up building security. It's far better, of course, to avoid crime beforehand by asking the landlord to put enhanced security measures into place when you move in. Here's what a savvy tenant -- or better, group of tenants -- can do to convince an ignorant or reluctant landlord to take care of business.

1. Demand the security promised to you. Few landlords can resist the urge to puff up the attributes of their property when you're considering renting a unit. Many, knowing that security is high on most tenants' lists, will assure you -- through advertisements or orally -- that the property is safe and protected by security systems and personnel. If you rely on these promises when deciding to rent, you are entitled to see them carried out. Your landlord's failure to provide the promised doorman, rekey the locks, or fix the broken door lock may be grounds for you to take legal action, as explained below.

2. Check state and local laws. In many cities and states, landlords must provide minimum safety equipment, such as peepholes, deadbolts, window locks, and safety glass. To find out whether such laws apply to your landlord, get a copy of your local housing code from your city manager or mayor, or look it up on the internet or in your public library.

State-wide requirements are in state housing laws, available online and in law and public libraries. In many instances, landlords who fail to comply with these laws are subject to fines, or the tenants themselves can install the necessary equipment and deduct the cost from their rent.

3. Think like a criminal. Even if your landlord is not subject to specific equipment laws, and has made no promises about safety or protection, you're still entitled to some measure of protection. Analyze the building -- its entrances, lighting, and windows -- as if you were a criminal on the prowl. How hard would it be to get in?

If getting in would be easy, and deterring an intruder would also be relatively simple by taking basic steps such as installing locks and lights and trimming bushes, your landlord's duty to take these steps increases. Consider the neighborhood, too: Have there been

criminal incidents nearby? If so, your landlord is bound to take more effective steps than if the area were completely crime-free.

4. Meet with your landlord. Explain your concerns to your landlord. Point out any local or state laws that apply, the landlord's promised security measures, and the results of your analysis of the building's vulnerability to intruders. Make specific requests, and follow up with a written request.

Surprisingly, many landlords faced with determined and knowledgeable tenants will listen up as they realize that not taking care of business can, in the long run, be much more expensive and time-consuming than paying attention to the problem now.

5. Get help from the government. If gentle persuasion doesn't produce results, consider calling in reinforcements. If a local or state ordinance is involved, file a complaint with the agency in charge of enforcing it.

6. Break the lease and move. If security problems make your rented home truly unlivable - for example, safety breaches have allowed intruders to gain access, and there's no reason to think that you or your home won't be next -- you may have grounds for breaking the lease or rental agreement and moving out, without liability for future rent. First, however, you must give the landlord a reasonable time in which to correct the problem.

7. Fix the problem and sue for costs. Sometimes the difference between a safe apartment and an unsafe one is the installation of a code-required lock or peephole. You might try simply doing the work yourself and suing the landlord in small claims court for reimbursement of the cost.

If your lease or rental agreement has a "no alterations without consent" clause, you are courting some risk of eviction for violating the clause by fixing the problem by yourself. But if you've done something that is clearly required of the landlord, any landlord will have a hard time getting a judge to evict you for doing the landlord's job.

8. Use common sense. This step, although near the end of our list, is really one that always applies. Use good sense when in a questionable situation -- forgo late night or solitary excursions, travel with a buddy, use a cab instead of going into the dark and dangerous parking lot. Your safety is worth the inconvenience.

9. Get renters' insurance. Tenant losses from fire or theft are not covered by the landlord's insurance, and renters' insurance is relatively inexpensive. Especially if you have expensive personal belongings, consider getting it.

The average renters' insurance policy covers tenants against losses to their belongings occurring as a result of fire and theft, up to the amount stated on the face of the policy, such as \$25,000 or \$50,000. Most renter policies include deductible amounts of \$250 or \$500.

In addition to fire and theft, most renter's policies include personal liability coverage (\$100,000 is a typical amount) for injuries or damage caused by the tenant. For example, you would be covered if your garden hose flooded the neighbor's cactus garden, or your guest was injured on the rental property due to your negligence.

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