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Tips for Tenants

Know your rights when you rent a house or apartment.

1. Bring your paperwork. The best way to win over a prospective landlord is to be prepared. Bringing the following information when you meet prospective landlords will give you a competitive edge over other applicants: a completed rental application; written references from landlords, employers, friends and colleagues; and a current copy of your credit report (see "How to Get a Copy of Your Credit Report," at the end of this list).

2. Review the lease. Carefully review all of the conditions of the tenancy before you sign on the dotted line. Your lease or rental agreement may contain a provision that you find unacceptable -- for example, restrictions on guests, pets, design alterations, or running a home business.

For help reviewing your lease or rental agreement, see [Signing a Lease or Rental Agreement](#).

3. Get everything in writing. To avoid disputes or misunderstandings with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understandings. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.

4. Protect your privacy rights. Next to disputes over rent or security deposits, one of the most common and emotion-filled misunderstandings arises over the tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy rights (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them. For more information, see [Renters' Rights to Privacy and Repairs](#).

5. Demand repairs. Know your rights to live in a habitable rental unit -- and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water, and electricity; and clean, sanitary, and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent, to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent. For more information, see [Renters' Rights to Minor Repairs](#).

6. Talk to your landlord. Keep communication open with your landlord. If there's a problem -- for example, if the landlord is slow to make repairs -- talk it over to see if the issue can be resolved short of a nasty legal battle. [Landlord-Tenant Disputes](#) provides some advice.

7. Purchase renters' insurance. Your landlord's insurance policy will not cover your losses due to theft or damage. Renters' insurance also covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness. Renters' insurance typically costs \$350 a year for a \$50,000 policy that covers loss due to theft or damage caused by other people or natural disasters; if you don't need that much coverage, there are cheaper policies. For more information about renters' insurance, see [Renter's Insurance: Protect Yourself From Crime](#).

8. Protect your security deposit. To protect yourself and avoid any misunderstandings, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions. When you move in, do a walk-through with the landlord to record existing damage to the premises on a move-in statement or checklist. For more information, see [Protect Your Security Deposit](#).

9. Protect your safety. Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal, and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you. For more information on this subject, see [Protect Yourself From Crime](#).

10. Deal with an eviction properly. Know when to fight an eviction notice -- and when to move. If you feel the landlord is clearly is the wrong (for example, you haven't received proper notice, the premises are uninhabitable), you may want to fight the eviction. But unless you have the law and provable facts on your side, fighting an eviction notice can be short-sighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and your ability to easily rent from future landlords. For more information on eviction, see

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