



BEFORE YOU RENT: *Tips for Renters*

APPLYING FOR HOUSING

Rental Applications

- Used to check your credit history and past landlord-tenant relations.
- The rental application generally includes:
 - Information about current and past employers and landlords;
 - Reference information;
 - Social Security and Driver's License numbers;
 - Bank and credit account numbers for credit reference(s).

SIGNING A RENTAL/LEASE AGREEMENT

Rental/Lease Agreements

- While oral agreements are easy & less formal, they are **not recommended**. Turnover of management & roommates make it hard to prove verbal agreements in court.
- A month-to-month rental agreement: Rent is paid on a monthly basis. A 30 day notice is required prior to moving out.
- A lease agreement: Rental term is stated and is generally six months or one year. Generally, leases state that you may not move out or break the lease before the term is complete.
- READ THE LEASE before you sign it.

Security Deposits

- Almost all landlords require a tenant to pay some sort of deposit when the tenant moves into a rental property.
- The amount cannot exceed two times the rent (unfurnished) or three times the monthly rent (furnished).

Holding Deposits

- Some landlords require a deposit to hold ("reserve") a rental unit for the tenant. Ask for confirmation of holding deposit terms (in writing); i.e., the amount that will be refunded, amount to be applied to rent and/or security deposit, or if the potential tenant changes his/her mind about moving in, what the landlord may keep to cover expenses.
- In accordance with the California Tenants' Handbook, a landlord who does not accept you as a tenant must return your entire holding deposit.

MOVING IN

Inspection Prior to Move In

- Prior to moving in, schedule a move-in inspection with the landlord.
- Use a written checklist and keep a copy.

Maintenance and Repairs

- The implied warranty of habitability requires landlords to maintain their rental property in a habitable condition at all times. The rental must comply with local building/housing and standards that maintain tenants' health & safety.
- The tenant is responsible for damages caused by him/her or anyone else for which he/she is responsible (e.g. children, guests and pets) that result from neglect or abuse.
- The City of Davis Fair Housing website at www.cityofdavis.org provides a list of the top 20 requirements for livable residential rental property.

Payment of Rent

- Be clear on when rent is due, where payment should be sent, and the policy regarding late fees and late payment of rent.
- If you have a lease for more than 30 days, your rent cannot be increased during the term of the lease, unless the lease allows rent increases.



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HAVING ROOMMATES

- Unless you have a lease in YOUR NAME ONLY, you sign and agree to assume responsibility for each of the co-tenants who have also signed the lease. You are "jointly and severally bound" to adhere to the terms of the lease, regardless of personal changes that may occur during the year, i.e., one roommate doesn't pay, the remaining co-tenants on lease are liable to the landlord for all rent.
- Always check with management prior if considering sublet and lease assignment agreements.
- Some items to discuss with prospective roommates:
 - Utility usage and division of rent payment
 - Drug/alcohol/smoking use in the household
 - Overnight guests
 - Standard of neatness
 - Noise levels

MOVING OUT

Giving Notice

- To end your month-to-month rental agreement, you must give your landlord a 30 day written notice before you move out.
- To avoid misunderstandings, date the notice, state the date you intend to move, and make a copy of the notice for yourself.

Resident and Owner Responsibilities

- A tenant has the right to request that the landlord conduct a walkthrough of the rental unit two weeks prior to the termination of their tenancy.
- Tenants may fix or clean problems in the apartment before move out to avoid deductions from their security deposit.

Security Deposits

- Within 21 days after vacating the premises, the landlord must:
 - Notify the tenant regarding the status or disposition of their security deposit.
 - Refund the deposit with an explanation of the deductions
 - Provide an itemized list of all deductions (over \$125.00) with receipts/invoices for costs related to cleaning & repairs.
- A landlord can charge a tenant for:
 - Cleaning* including carpet & window coverings
 - Damage to rental unit beyond normal wear and tear.
 - Unpaid rent

*Standards of cleaning are subjective, even if you believe you have thoroughly cleaned your apartment before moving out. To avoid assumptions about this portion read the terms of your lease and document in writing what policies & procedures the landlord has about cleaning when moving out.

MORE INFORMATION

California Tenants' Handbook <http://www.dca.ca.gov/publications/landlordbook/index.shtml>

Fair Housing Services Email: fairhousing@cityofdavis.org

Fair Housing Website: www.cityofdavis.org keywords: fair housing