

## Tips on Renting An Apartment

### **What to Expect When Renting an Apartment**

When renting an apartment, be prepared to fill out a background check, which usually requires bank account information, previous addresses, and personal and professional references. Often, landlords will also request a Social Security Number to check on your financial history. If you do not have a Social Security Number, explain to the landlord that you are an international student. If needed, the International Student Office will be happy to provide you with a student verification letter. It is normal for a landlord to require first and last month's rent, and a damage deposit.

Your lease or rental agreement is a legally binding agreement, so make sure to read it carefully before signing. Utilities (water, gas, electricity) may or may not be included in the rental amount. This information will be contained in your lease or rental agreement.

Landlords are looking for responsible, financially secure tenants; they usually prefer to have local references. If you have difficulty with this process, ask your bank for a copy of your account information. The International Admissions Office can provide you with a copy of your financial statement. We will also be happy to provide you with a student verification letter that many landlords will accept in lieu of local references.

When you find the apartment of your choice, make sure you read the rental or lease agreement before you sign the papers. All rental agreements or leases should be in writing. Read it thoroughly and make sure you understand it completely. If there is any language you do not understand, ask a reliable person to explain it to you. If your landlord does not give you a copy, it is important to request one; your agreement is the only evidence of your legal tenancy and is designed to protect both parties' rights.

At a minimum, a lease or rental agreement should include the following:

- Rental rate
- Required damage deposit
- Length of occupancy if a lease, or state month-to-month rental
- Apartment rules
- Termination requirements

### **Some questions you may want to ask include:**

- What expenses are included in the rent (i.e., gas, electric, water, parking, laundry, etc.)
- How many people may occupy the apartment
- When and how must the rent be paid each month
- If roommates share the apartment, who is responsible if one should leave
- Under what conditions is the damage deposit refundable
- What is the length of occupancy (if a lease)
- What is the landlord's right-of-entry
- What is the guest policy
- What are the rules concerning pets, conduct, and use of recreational facilities

If corrections or repairs are needed to the apartment before you move in, make the rental agreement contingent upon these corrections and agree upon a completion date. This agreement should be in writing, dated and signed by both parties.

It is always good to pay rent and other payments by check, not cash. Write the purpose on the face of the check (example: "April 2004 rent for Apt. #1, 123 Elm Street"). If you must pay in cash, get a signed and dated receipt from the landlord.

### **Things You Should Know Before You Move In**

**Damages:** Go through the apartment with the manager before you move in. Make a list of existing damages (holes in the wall, cracked plaster, stains in carpets, broken appliances or lighting fixtures, etc.) Ask the manager to sign this list and date it. Sign it yourself, and make copies for you and the manager to keep. Should you damage the premises, you are responsible for making repairs. You are expected to leave the premises in the same condition as when rented, (only reasonable wear-and-tear is excepted).

**Appliances:** Ask your landlord or building manager to show you how to use and clean your stove, oven, refrigerator, heater, air conditioner, dishwasher, garbage disposal, and any other appliances that are included in your rent. Also ask the landlord if there is an emergency water switch you can turn off in case of a leak.

**Month-to-month renting versus leasing:** Most apartments are rented under either a month-to-month rental agreement, or a lease agreement.

Many landlords allow month-to-month rental agreements. This type of arrangement allows you and the landlord to have more flexibility. The negative side of this arrangement is that the landlord may decide not to renew your rental agreement, and you will be forced to relocate at the end of one month.

A lease agreement is usually for a six-month or one-year term. The good news is that some landlords will reduce the rent if a lease agreement is signed. The bad news is that you will be responsible for the rent for the entire lease period, even if you wish to move out before the lease period is finished. Before you sign a lease agreement, make sure that you are completely satisfied with the accommodations, and that you like the landlord.

### **Things To Do After You Move In To Your Apartment**

**Utilities:** If you have to pay for any utilities yourself (water, electricity, gas, or cable television), ask the landlord or apartment manager for the name of the company who provides this service for your apartment, and their telephone number. Water from faucets (indoors and out) has been purified and does not require boiling. Electricity: household current is 110 volts, AC 60 cycles. Foreign appliances without adapters will not work here. For more information, please call the electric company.

When the service representative comes to connect your gas, ask him or her to show you where the pilot lights for heater, stove, and water heater are located and how to turn them off in case of an emergency such as an earthquake.

**Gas and Electric Stoves:** If you have a gas stove or heater, remember that gas stoves, if turned on but not lit, are dangerous because gas is poisonous and explosive. If you detect the smell of gas in your apartment and cannot determine why, call the gas company. They will send someone to check it for you. There is no fee for this service. If you have an electric stove, remember that the burners on electric stoves may be hot without appearing red in color. Electric burners will stay hot for some time after the control has been turned off.

**Refrigerator:** To keep your refrigerator working properly, you may have to defrost the freezer compartment. Some refrigerators defrost automatically; others must be turned off for several hours until the ice melts naturally. Do not allow frozen foods to thaw while defrosting your refrigerator unless you plan to use them right away. It is a good idea to store them in a neighbor's freezer. If your frozen food thaws, do not refreeze it; this can be very dangerous to your health.

**Right-of-Entry:** The landlord has a right to enter the premises at reasonable times to inspect the unit and make repairs. Your landlord should not enter your apartment without calling to ask permission or notifying you that there are repairs to be done. California law requires the landlord to obtain a court judgment before entering an apartment when the tenant has broken the lease and the landlord has a lien on the tenant's personal property.

### **Deciding To Move Out / Notice of Eviction**

**Eviction:** Regardless of whether or not you have a lease agreement, your landlord has the right to ask you to vacate the premises, with proper notice (usually 30 days). Keep in mind that without a lease, you have no extended right to remain in an apartment. Even with a lease agreement, you may still be evicted from your apartment if you engage in illegal activities or violate the rental agreement.

**Turning off utilities:** California law forbids a landlord who intends to evict a tenant to turn off water, electricity, or gas. When you vacate the premises, you must call each utility company and order the service disconnected. If you do not, you will be responsible for gas, electric, and telephone usage after you leave. You must give a forwarding address for final bills or go in person to close these accounts.

**Giving notice to leave:** To end your tenancy, write a dated letter to your landlord 30 days in advance of the date you plan to leave. Be sure to include your name, address, apartment number, and telephone number, as well as the date you wish to vacate the premises. Deliver the letter to the landlord in person and ask him or her to sign and date a copy for your records. At the time you vacate, do not leave anything behind and surrender your keys. If you leave any belongings behind or if you keep the keys in your possession, you have not legally vacated the premises and your landlord will be entitled to keep your damage deposit for every day that you do not comply with the terms of vacancy.