

# Smart Renter's Guide: Considerations before signing your lease

Yale Housing Fair for Graduate and Professional Students 2014

## Get everything in writing

No matter what you are promised in a verbal agreement, it is not real unless you get it in writing. For example, if your landlord promises to finish some kitchen renovations when you sign your lease, add into the lease that "landlord will finish XYZ renovation by this date." If a fee is promised to be waived for you, also have that put into the lease. This is the most important thing you can do to protect yourself. If your landlord likes verbal agreements over the phone, figure out a way to record them. If your leasing agent or landlord is reluctant to put things in writing, this is a big warning sign.

## Who do you call in case of domestic emergencies? What are the hours?

Most larger buildings will have an emergency phone line for true emergencies (flooding, pipes bursting). However, some of the smaller properties may have you directly contact the landlord or maintenance technician. Make sure you establish a back-up plan in case you cannot reach your landlord/technician or if they are on vacation.

## What is the policy in case of disaster or vermin?

Does their insurance cover your belongings? Will they provide a place for you to stay (this is required by law)? Will they pay for extermination or upgrades (also required by law)? Get this in writing.

## Who is in charge of grounds maintenance?

If you live in a walk-up or house, the landlord should still be responsible for shoveling the sidewalks, de-icing footpaths, and mowing. It is still a good idea to get this in writing in your lease so they will not try to push this onto you when the time comes. Or, you could use this as an opportunity to take responsibility and have a bit taken off your rent.

## Do you evict tenants who are disruptive (playing loud music or renting on Airbnb)?

The proceedings to evict a tenant are complicated and even if they are successful, they may take a long time and the landlord will lose rent in the turnover. Therefore, often times a landlord may ignore tenant complaints of other tenants. You may add an additional clause in your lease for an agreement on special arrangements if you experience something that a fellow tenant can be evicted for under law.

## What is the policy on redecorating or home improvement?

Some places will charge you an additional fee to paint over the walls after you leave. Some places may allow you to do minor home improvement and take the cost out of your rent. If this is the case, get this in writing in your lease as well as before you make a purchase at the time of the improvement.

## How are mail packages delivered?

Sometimes there is no secure method of receiving packages (such as a doorman). Some buildings accept packages from some couriers but not others. Make sure you establish a secure method, if not with your landlord then have the local courier offices hold all your packages for you to pick up in person. Otherwise your packages may be stolen.

## Has the building been certified as lead free?

If you have small children, this is of particular concern. Connecticut law mandates that the landlord must inform you that they have not tested for lead before you sign your lease. Lead in the paint can seep into the wooden infrastructure, so lead-free buildings must seal off all old surfaces.

## What is the policy on subleasing?

As a student, you may be gone for weeks or months for an away rotation or semester abroad. Make sure the rules on subleasing are clearly established, and put them in your lease so that your landlord cannot spring any surprises on you later on. If your lease allows subleasing, then they must give permission for all reasonable requests by law. If your landlord has additional demands such as credit check, background check, or proof of employment, make sure this is clearly stated in your lease that these are the ONLY demands of the landlord for approval.

## Additional fees

Know what additional fees you will be held accountable for ahead of time, and if any are waived for you get it in writing. Is there a fee for transferring from one unit to another at the end of your lease? In the middle of your lease? What penalty is there to breaking your lease early? Do you have to pay into any costs of renovations to your unit?

## How to ensure you get your security deposit back:

### Schedule a move-in and move-out walkthrough with the landlord or a proxy, such as the building superintendent.

You can search on Google for a typical form that you could use. During move-in, be sure to document any existing damage to the unit in writing and in photos. During move-out, be sure that you document in writing and in photos that there are no additional damages that you are responsible for, including cleaning. Landlords may deduct up to \$109 from your security deposit without providing a receipt, so make sure you document that no additional cleaning is needed. If for some reason you can't schedule a walkthrough, then make sure you take pictures.

## Can you use the deposit for the last month's rent?

Generally you will be told no, but this would be a good way to make sure you get your security deposit back, especially if your security deposit is equal to or less than the cost of one month's rent. If you decide to do it anyway even if your landlord says no (because you think it is unlikely for them to evict you if you are moving out in 30 days), keep in mind they can still sue you for damages to the unit, which includes cleaning fees (see walkthroughs above). They may also send you to collections for these damages, which may damage your credit.

## How many days' notice must you give to move out?

Connecticut law says you must give written notice to vacate 30 days before you leave, even if your lease is ending. However, your lease may state anywhere from 30 to 120 days, and you might be charged a fee to your deposit if you do not give written notice within that time frame. Be sure to include your new forwarding address in your written notice.

## Laws that protect you

The landlord must put your deposit in escrow until your lease ends. Your landlord must provide you written notice within 14 days of your last day of the charges that will be deducted from your deposit to allow you some time to dispute the charges directly with them. They have 30 days from move-out to mail you a check for the remainder of your security deposit. If your landlord violates any of these laws, you have a right to sue them for **twice** the amount of the security deposit plus any lawyer and court fees.

## Ask for help

Read up on the law. If your landlord has abused your legally-protected rights as a tenant, you can contact the New Haven Livable City Initiative, the New Haven Commission on Equal Opportunities, the New Haven Fair Rent Commission, and the Connecticut State Housing and Urban Development (HUD) Fair Housing and Equal Opportunity Office to advocate for you against your landlord. Sometimes GSA will sponsor Ask-A-Lawyer sessions for you to bring your questions as well.