

NEI Rental Guide

Types of Rentals

Apartments

Multi-residential units are usually two or three-story buildings with units ranging from studios to 3-bedroom/2-bath apartments. Many apartment complexes have a swimming pool and some have tennis courts, exercise rooms, and other amenities.

Apartments are generally leased for terms of one year. However, six-month leases are sometimes available. In some markets, month-to-month corporate leases are available for Temporary Living arrangements.

In most markets, refrigerators are supplied, but washers and dryers are rarely supplied. Some apartment complexes provide washer/dryer hookups.

Large dogs are rarely allowed, but small dogs under 25 pounds and declawed cats are sometimes permitted with additional non-refundable security deposits.

Townhomes\Condominiums

There are many varieties of townhome complexes but most often you will find a small number of units in a complex. These units resemble homes; living accommodations are usually vertical and more private – the lower floor for living space and the bedrooms on the second floor. They are typically larger than an apartment and have hookups for a washer and dryer.

Also, there is usually more open space in the complex and often, indoor garage space. They usually cost more than an apartment and occasionally allow pets. Typically, townhomes and condos are leased for a term of one year, not less.

Single Family Homes

Single family homes range in all sizes and prices. They provide more privacy, yard space and garages.

Some owners will allow pets, including dogs, if the yard is large enough and fenced. Tenants are usually responsible for utilities and yard maintenance. If a pool property is rented, pool service is generally included in the rent. Homes are usually leased for a period of one year.



Guidelines for Renting

Evaluating Rentals

Inspect the property thoroughly. Note the appliances located in the unit. Check to assure each appliance is in working order and verify that these same appliances will be in the unit at the time you take occupancy.

Inquire about the responsibility of payment of utilities including, but not limited to:

- Electricity
- Gas for heat, hot water, cooking
- Water and sewer charges
- Cable television
- Garbage/trash pick up

The most frequent problems between tenants and landlords arise over damages to the property. Before you take possession of the apartment or house, inspect it carefully with the landlord or rental agent present.

Make a list of all damages and give a copy to the landlord. If you discover significant damage, take photographs. Have copies made for the landlord to document the damages and attach the copies to the inspection report and lease.

Make certain you clearly identify who is responsible for repair of damages and the timing for repairs prior to signing the lease.



NEI Rental Guide: The Rental Process

Questions for the Landlord

- How much is the rent?
- When is the unit available?
- What type of lease is required? (month-to-month, six months, one year)
- What deposits, other than rent, are required?
- Refund policy?
- What utilities are included in the rent?
- What parking is available? Is there a fee?
- Look at the common facilities (pool, rec room, laundry facilities, mailboxes, etc.)
- Are pets allowed?
- Are units soundproofed?
- Is decorating the apartment allowed?
- What is the guest policy?
- If transferred, can the lease be broken?
(See the shaded box on Page 3.)

Credit Application and Application to Rent

Most landlords will require a prospective tenant to complete a credit application or application to rent.

Most forms will request the following basic information:

- Name, age, marital status, social security number, driver's license number, former address
- Place of employment, and recent W-2 and/or your last 3 payroll stubs to verify employment and salary
- Offer letter containing your pay and start date
- Bank, credit and/or former landlord references (references from a previous landlord would enhance your application)

There could be a non-refundable charge for processing your application and a credit check typically will be run before the landlord agrees to rent to you.

Most locations will require the security deposit and application fee to be separate checks.

NOTE: Out-of-state personal checks may not be accepted for security deposits or application fees. Local custom may require you to pay the first month's rent with a cashier's check. Therefore, it is a good idea to open a local bank account.

Legal Obligations

A lease is a written and dated contract signed by the tenant and the landlord and is always required for a rental term of one year or more.

The primary obligation under a lease is your responsibility to pay the rent under the terms of the lease. The landlord may be permitted up to two (2) months' rent as a security deposit and may be allowed to demand additional security if a pet is allowed in the rental.

Rental agreements are usually for a rental period of up to one year. After one year, the agreement to rent can convert to a month-to-month basis with a 30-day notice provision to vacate. Higher rent is typical of this type of tenancy.

Before you sign a written lease or rental agreement, read the document to understand these issues:

- Rental amount
- Payment due date
- Early termination (if so, is there a penalty?)
- Option to cancel clause (see page 3)
- Pets
- Renewal
- Late charges
- Utility charges (who is responsible)
- Insurance requirements
- Owner's right to sell or reoccupy
- Notice of provisions
- Length of contract
- Description of the property
- Subletting
- Other occupants
- Transfer clause
- Conditions binding on both tenant and landlord

If there are any clauses which prohibit your use of the rental as you intended, finalize those items before signing.





NEI Rental Guide: Rights and Responsibilities

Tenant Rights

Basically, the tenant has the right to a peaceful occupation of the rental unit under the terms of the lease. Any provision in a lease that attempts to modify or waive any of the following rights is void and unenforceable:

- The right of the tenant to assert a cause of action against the landlord that may arise in the future.
- The right of a tenant in any litigation involving rights and obligations as a tenant.
- The right of a tenant to have the landlord exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.
- Discrimination in rental housing on the basis of sex, race, religion, marital status, age or physical disability is impermissible under the law. Any person who believes that he/she is a victim of discrimination in rental housing should contact the nearest office of the State Department of Fair Employment and Housing.

Tenant Responsibilities

Responsibilities include the following:

- Paying rent and utility bills on time
- Keeping the unit clean and safe
- Disposing of trash properly
- Reporting problems to the landlord promptly

It is in your best interest to secure adequate insurance coverage on your belongings.

Landlord Rights

The landlord has the right to enter the unit during "normal business hours" for the purpose of making necessary repairs or improvements or to show the unit to prospective renters.

The landlord has the right to evict you if you are late in payment of rent or violate the lease and refuse to respond to written requests to comply with the lease. If the tenant refuses to give up possession when in default in rental payments, the landlord normally serves a three-day notice and files an "Unlawful Detainer" action. The landlord may have rights to sue the tenant for damages; refer to your lease for specific landlord rights.

Landlord Responsibilities

- Make repairs to keep the property livable
- Keep common areas clean and safe
- Typically provides trash receptacles and trash removal for apartments
- Permit the tenant to have quiet enjoyment of the property
- Maintain all systems in safe working condition
- Supply water and heat unless tenant has control over the systems and pays the utility bills

The "Option to Cancel" Clause

If the landlord will agree, NEI recommends that this clause be included in any leasing agreement you sign.

Option to Cancel

Said RESIDENT may exercise his or her option to terminate this Agreement before the expiration date thereof:

The fee for exercise of option to cancel will be waived upon the following conditions:

- (a) *Written evidence from RESIDENT'S employer that RESIDENT has been transferred by the employer to a location no less than (*) miles from the Premises; or*
- (b) *The death of any RESIDENT named in lease; or*
- (c) *Satisfactory written evidence of total, permanent disability of any RESIDENT named in lease.*

***Total number of miles to be determined and agreed upon by RESIDENT and OWNER. Number of miles to be determined prior to signing the lease.**

Disclosures by Owner to Tenant

The owner of every multi-unit dwelling of one or more units or a party signing a rental agreement on such owner's behalf, must disclose the name and address of each person authorized to manage the premises and to receive process for notices and demands on behalf of the owner.

NEI Rental Guide: Security Deposits

Security Deposits

When you sign the lease or rental agreement, you will probably be asked to put down a deposit. This can be as much as two months' rent security plus the first month's rent on an unfurnished unit and three months' security plus the first month on a furnished rental.

After the tenancy is terminated and you have moved out, the landlord may have up to six (6) weeks in which to return any unused deposit and explain in writing how the remainder was used. The length of time is determined by each individual state.

A "security" is a payment, fee or charge, that can be used for the following:

Cleaning Deposit - *For cleaning/painting the unit after you leave—usually not refundable.*

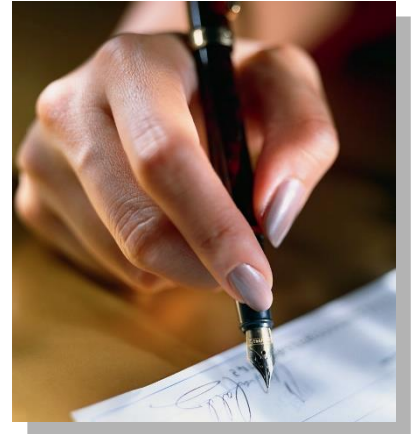
Damage Deposit - *Will be returned to you unless you caused unreasonable physical damage to the property, or economic damage by failing to notify the landlord in writing about moving. We cannot over emphasize the importance of documenting (written and/or pictures) any damage at the time you inspect the unit prior to occupation.*

Security Deposit - *May be interchangeable with the damage deposit, but the lease may state that you have to live in the unit for a certain amount of time before it will be refunded.*

Pet Deposit - *Your pet may be accepted as a tenant with you, but the landlord might require an additional non-refundable deposit for any damages the pet might cause, or for professional extermination after you leave.*

If the landlord unjustifiably claims any portion of a security, the landlord may be liable to pay the tenant damages for bad faith retention of the deposit, in addition to any actual damages. The landlord has the burden of proving the reasonableness of the amount of security not refunded to the former tenant.

The landlord is not permitted to avoid the provisions of this law by referring to the security furnished by the tenant as "non-refundable". The law prohibits such characterization of a security and such action might be construed as a bad faith claim, subjecting the landlord to payment of damages.



Free Rental Search Apps

Here are 10 of the most popular free renting apps for Android and iOS:

- Zillow Rentals
- Trulia Rentals
- Apartments.com
- Realtor.com/rentals
- Zumper
- Apartment Finder
- HotPads
- Apartment Guide
- Rent.com
- RadPad

NOTE: *Please be advised of wire fraud. If you receive any communication, electronic or otherwise, directing you to transfer funds or provide nonpublic personal information, even if that communication appears to be from a broker, title company or other individual assisting you with your relocation benefits, do not respond until you verify the authenticity by direct communication with the individual requesting the action. Such requests may be part of a scheme to steal funds or use your identity.*

For more information on renting
call your NEI Account Executive
1.800.533.7353



Reminder: *Don't forget to submit a change of address notice with the United States Post Office, which can be accomplished online.*