



**Tenant's Guidebook on Renting Property**  
Presented by the ARAG® Education Center™

Congratulations on taking the initiative to seek out information about renting property. The legal issues that correspond with renting property can be more complex than expected for many individuals. It is important to understand your rights and responsibilities as a renter so that you can make the right choices to protect your family, finances and future.

Our goal is to provide you a real life guide to navigating the questions and concerns you may have around renting. The information presented in this guidebook is designed to provide the necessary background in a straightforward format to help you determine the next steps that are right for you. We hope you find this Tenant's Guidebook on Renting to be a valuable initial step in understanding and resolving your concerns. If you have additional questions after reading this document, your ARAG legal plan can help. If you have ideas on how to improve the guidebook, please share them with us at: [Service@ARAGgroup.com](mailto:Service@ARAGgroup.com).

If you're not currently an ARAG legal plan member, please feel free to review the enclosed information and contact us to learn how an ARAG legal plan can offer you affordable legal resources and support.

Sincerely,



Angela Ballantine  
Director, Customer Care, ARAG

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# OVERVIEW

Whether you're renting a house, apartment, townhome or condominium, there are many issues you should consider. This guidebook provides a summary of your rights and responsibilities as a tenant and how you can protect them. It is organized into four key sections:

- | Rental Agreements and Leases
- | A Tenant's Rights and Responsibilities
- | A Landlord's Rights and Responsibilities
- | Termination of a Rental Agreement or Lease

At the end of this guidebook you will find helpful tools including:

- | Clarification on who is responsible for damages and repairs
- | An inspection checklist
- | An attorney preparation worksheet
- | Information on how ARAG can help, and a list of other helpful resources

# GLOSSARY

**Building code, housing code:** Any law, ordinance or governmental regulation concerning a premises' or dwelling unit's fitness for habitation or its construction, maintenance, operation, occupancy, use or appearance. This includes laws, ordinances and regulations that pertain to housing, building, sanitation, electrical, plumbing, fire prevention, safety and security.

**Dwelling unit:** A structure or part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

**Express Warranty of Habitability:** A written provision in a lease which states that the landlord promises to make repairs or maintain certain living conditions.

**Implied Warranty of Habitability:** An unwritten promise that the landlord will maintain a property and dwelling unit that is safe, structurally sound, livable and sanitary. The implied warranty of habitability requires substantial compliance by the landlord. The landlord does not have to correct every building code violation to satisfy the warranty.

**Landlord:** The owner, or lessor, of the dwelling unit or the building in which a dwelling unit is located.

**Premises:** A dwelling unit and the building in which it is located, as well as the facilities and appurtenances (such as a yard or garage) and the grounds, areas and facilities available for the use by the tenants.

**Rental agreement or lease:** An agreement – written or oral – of the rules, regulations, terms and conditions regarding the use and occupancy of a dwelling unit and its premises. A rental agreement is typically a month-to-month agreement. A lease is typically an agreement for a period of six to 12 months.

**Rental deposit:** A deposit of money to secure performance of a residential rental agreement, other than a deposit which is exclusively an advance payment of rent.

**Reasonable Attorney Fees:** Fees determined by time reasonably expended by the attorney and not by the amount of recovery on behalf of the tenant or landlord.

**Tenant:** The person entitled under a rental agreement or lease to occupy a dwelling unit to the exclusion of others.



## RENTAL AGREEMENTS AND LEASES

No matter what kind of property you rent or for how long, you will most likely need to review and sign a contract that includes details such as the amount of rent and terms of the rental. There are two types of rental contracts:

- short-term rental agreements and
- fixed-term leases

### Short-Term Rental Agreements

In short-term rental agreements, rent is payable on a monthly basis (you could also have a week-to-week rental agreement). The notice required to change or end the agreement by either the renter or the landlord is short-term, typically only 30 days.

A short-term rental agreement may be appropriate if you want the flexibility to move or change locations and stop paying rent within a short time frame. However, it also allows the landlord to end the agreement or increase the rent with very little notice.

### Fixed Term Leases

In fixed-term leases, rent also is payable on a regular basis, typically monthly. The term of the lease is usually between six and 12 months. The lease cannot end or be changed before the end of the term without an agreed upon change between the tenant and the landlord.

#### A Good Rule-of-Thumb on Choosing Lease Types

- *A short-term rental agreement is a good idea if:*
  - you don't know how long you'll want to stay in a rental
  - you need flexibility
  - you're willing to risk a rent increase on short notice
- *A fixed-term lease is best if:*
  - you expect to stay in your rental property for the foreseeable future
  - you want to guarantee your rent won't increase in the short-term

A fixed-term lease may be appropriate if you intend to stay in the location for a while and want to ensure that your rent will not increase in the short-term. However, be aware that a fixed-term lease does not allow flexibility to move with little notice because you are committed to the contract for the term of the lease.

### What to Do Before You Sign

Before you sign a rental agreement or lease, be sure you have done your research. Here is a list of the more critical items you will want to consider before signing an agreement

#### Thoroughly inspect the property.

- Make sure all plumbing, heating/cooling units and appliances are in good working order.
- Check for security issues (quality locks, secure building entry, working security system).
- Use the "Inspection Checklist" in this guidebook as a resource.
- Take pictures and make a list of any issues or concerns that need to be addressed.

#### Document any necessary repairs or maintenance issues as a requirement for signing the lease.

In the rental agreement or lease, include a timeline on when repairs are to be completed and who is responsible for making repairs.

#### Negotiate the terms of the rental agreement or lease, including;

- Amount of rent and payment terms
- Length of the rental agreement or lease
- Security deposit – how much and the conditions under which you get it back
- Landlord's responsibilities for repairs, upkeep and maintenance of the dwelling unit and premises
- Your responsibilities for the general condition of the premises



- | Use of common areas – such as garage, laundry facilities, pool, etc.
- | Termination provisions – such as non-payment of rent or landlord's failure to make repairs
- | Neighbor disputes – how these will be handled by the landlord
- | Pets – what is and is not allowed and any fees associated with having pets
- | Pest control – your expectations and what happens if pests or rodents are found
- | Foreclosure – what happens if the property comes under foreclosure
- | Fees for late rent payments
- | Utilities – who is responsible for payment of the utilities
- | Lead-based paint – ask for disclosure of any lead-based paint on the premises
- | Legal disagreement – determine who is responsible for attorney's fees in the event of a lawsuit between you and the landlord

**Quick Tip:** Make a list of questions to ask the landlord when you first look at the property, such as rent, lease terms, services, fees, utilities, parking, storage, pets and the property's history. That will make it easier to negotiate the terms of the rental agreement or lease later.

### Check out the landlord.

It is important to investigate the landlord and the property's history. A few easy ways to determine any red flags include:

- | Interview other tenants – ask about any issues (past or current) with the landlord or property.
- | Check public records for complaints or fines against the landlord or property.
- | Confirm whether renter's insurance is necessary – a landlord that requires renter's insurance may be a safer bet than one that has no requirements.

### Landlords Will Check You Out Too!

When you submit a rental application, the landlord may run a background check and look at criteria such as your rental history, income, credit history and occupation before they will let you sign the rental agreement or lease.

While a landlord can decide to not rent you a property if your payment history or financial situation is in doubt, he/she cannot discriminate against you based on certain factors. The Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex, family status, marital status, sexual orientation, handicap or disability. For more information on the Fair Housing Act and other applicable laws and governmental orders, go to: [hud.gov/offices/fheo/FHLaws/index.cfm](http://hud.gov/offices/fheo/FHLaws/index.cfm).

### READ THE FINE PRINT!

Before you sign a rental agreement or lease, read it over carefully! Make sure that all terms and agreements between you and the landlord are in writing. Oral agreements may not be enforceable in a court of law. If you have questions about any information in the contract consult with an attorney.

TENANCY AGREEMENT

COMMENCEMENT & DURATION

The tenancy...

4. ...end on:

If the agreement is not bro...

termined by either party



## A TENANT'S RIGHTS AND RESPONSIBILITIES

When you sign a rental agreement or lease, you agree to certain responsibilities as part of the contract. The rental agreement or lease also gives you particular rights. If those rights are violated, you can take action against the landlord.

### What You Are Accountable For

As a tenant, you have agreed to uphold the obligations stated in your rental agreement. Examples of your responsibilities may include:

- Pay rent in full and on time.
- Keep the dwelling unit and premises clean.
- Dispose of trash and other waste properly.
- Don't cause damage to the dwelling unit, except reasonable wear and tear.
- Repair any damage that is caused by you, your family, guests or pets.
- Use electrical, plumbing, heating and air conditioning systems in a reasonable manner.
- Don't disturb your neighbor's peaceful enjoyment of the property.
- Notify the landlord of needed repairs that are his/her responsibility.

### Rent Control Policies May Vary

In some areas, local ordinances may limit the circumstances in which rent may be increased and the percentage of that increase each year. If you live in a rent-controlled property, be sure the landlord is in compliance.

#### Communities in the following states have rent control ordinances:

- California
- New Jersey
- Maryland
- Washington D.C.
- New York

### Your Rights as a Tenant

It is important to understand your tenant rights and know how to take action if they are violated. You are entitled to:

- Receive your security deposit back, as outlined in the rental agreement or lease.
- Limit when the landlord can enter the dwelling unit. (See "The Landlord's Rights" in this guidebook.)
- Receive repairs by the landlord that are his/her responsibility as summarized in the rental agreement or lease (referred to as Express Warranty of Habitability).
- Occupy a dwelling unit that is safe, structurally sound, livable and sanitary (referred to as Implied Warranty of Habitability).
- Sue the landlord for violation of the rental agreement, lease or applicable laws. (See "Protection against Illegal Retaliatory Actions by the Landlord" in this guidebook.)

### When Repairs aren't Made

If a landlord refuses to make repairs or properly maintain the property, you have a right to:

- **Complain to a local government agency.** If the landlord is out of compliance with housing or building codes, local agencies may force the landlord to make repairs.
- **Sue the landlord for non-compliance** with housing or building codes or consumer fraud.
- **Pay reduced rent.** In this case, send the landlord a written notice that includes:
  - A list of the necessary repairs.
  - A timeline on when the repairs need to be made. Generally, the landlord has a certain number of days after notification to make repairs.



– Notice that if the landlord does not make the repairs within the timeframe, you will pay reduced rent until the repairs are made.

**Make the repairs and pay reduced rent.** If you're planning to make the repairs and pay less rent to cover the cost, be sure to give the landlord a written note with an estimate of the reasonable cost for a professional to complete the repairs with at least 14 days notice. Your note should include:

- A list of the necessary repairs and estimated cost.
- A timeline on when the repairs need to be made. Generally, the landlord has a certain number of days to make repairs.
- Notice that if the landlord does not make the repairs within the timeframe, you will hire a professional to make them and reduce your rent by the cost of the repairs.

**When making repairs yourself** – Check local laws for limitations on the amount you can be reimbursed for repairs before proceeding.

**Terminate the rental agreement or lease.** In this case, send the landlord a written notice that includes:

- A list of the necessary repairs.
- A timeline on when the repairs need to be made. Generally, the landlord has a certain number of days to make repairs.
- Notice that if the landlord does not make the repairs, you will terminate the rental agreement or lease due to breach of contract. The termination must be at least a certain number of days after you have notified the landlord. You should check with an attorney in your state to determine the exact time periods.

### Conditions for Paying Reduced Rent

**If you intend to pay reduced rent until repairs are made, the dwelling unit should be uninhabitable. Examples include:**

- Blocked plumbing
- Rodent infestation
- Faulty wiring
- Water damage or a falling ceiling
- Lack of heat

In these situations, you may also be able to receive reimbursement for past rent payments.

**Before you reduce rent payments** – make sure you are in compliance with the rental agreement or lease. (Check the landlord's responsibilities for repairs). If not, you could be evicted for not paying your rent in full.

### Did you know?

*67 percent of people under 35 live in rental properties.<sup>1</sup>*





## A LANDLORD'S RIGHTS AND RESPONSIBILITIES

The landlord also has certain rights and responsibilities under a rental agreement or lease. You'll want to make sure that the landlord lives up to his or her responsibilities. At the same time, take care to not infringe upon the landlord's rights.

### What the Landlord is Accountable For

Landlords have an obligation to uphold their end of the rental agreement as well. Some of the landlord's responsibilities include:

- | Follow an **Express Warranty of Habitability** – a written provision in the rental agreement or lease which says the landlord will make repairs and/or maintain certain living conditions.
- | Follow an **Implied Warranty of Habitability** – an implied agreement that the landlord will maintain a property and dwelling unit that is safe, structurally sound, livable and sanitary.
- | **Comply with building and housing codes.** These standards may be enforced by federal, state or local authority.

#### Landlords must comply with building or housing codes.

Examples include:

- | Building - garbage removal, safety of windows, stairs and railings
- | Pest control
- | No lead-based paint
- | No mold or water damage
- | Plumbing
- | Lighting
- | Ventilation
- | Mechanical systems - hot water heater, furnace, air conditioner and elevators
- | Electrical systems - wiring
- | Fire safety - smoke detectors, fire extinguishers and exits
- | Physical security - locks

### The Landlord's Rights

The landlord has a right to receive rent in full and on time. He or she can also expect you to keep the property clean and free of waste, to repair any damage (except reasonable wear and tear) and to notify the landlord of any repairs that are his/her duty to fix. In addition, the landlord has a right to enter the dwelling unit – with your consent – under certain circumstances. The landlord can access the property:

- | For inspections or to assess damages/necessary repairs
- | For repairs or maintenance
- | To show it to prospective tenants or buyers
- | To admit contractors or workers

Generally, the landlord should provide you oral or written notice at least 24 hours before entering the property, which must be during a reasonable time of day. In cases of emergency, such as a fire or gas leak, the landlord may enter without your permission.

If you refuse to let the landlord into the property, he/she may terminate the rental agreement or lease. Likewise, if the landlord enters the property without your consent, you may terminate the rental agreement or lease (unless the landlord has entered due to an emergency).

**Quick Tip:** Sometimes it's hard to decide what is considered normal wear and tear (which is the landlord's responsibility) and what is considered damage (which is your responsibility). To help determine these, refer to "Damages and Repairs - Who's Responsible?" in this guidebook.



## TERMINATION OF A RENTAL AGREEMENT OR LEASE

In general, landlords do not need a reason to terminate the rental agreement or lease unless it includes a provision that specifically addresses the issue. However, the landlord must provide written notice to you, typically at least 30 days, before you will be required to move out.

If you are paying reduced rent because of a landlord's housing or building code violation or failure to make necessary repairs, the landlord cannot terminate the rental agreement or lease until the situation is resolved.

**Quick Tip:** To avoid early termination of your rental agreement or lease, negotiate conditions for termination of the lease when you sign it.

### Process for Termination

A short-term rental agreement requires written notice by the landlord or tenant for termination, generally 30 days prior, if rent is paid monthly. Depending on state or local laws, the notice can be personally delivered or mailed.

Under a fixed-term lease, the lease is terminated on the last day of the term (end of the lease) unless it is renewed or includes an automatic term renewal.

### If You Want to Terminate

If you do wish to terminate your rental agreement or lease, you must provide written notice – simply moving out does not end the contract. You can legally terminate the rental agreement or lease under these conditions:

- Misconduct by the landlord – such as entering the dwelling unit without consent, not making repairs or not complying with housing or building codes.

- The landlord's breach of "Express Warranty of Habitability" or "Implied Warranty of Habitability."
- Reletting to a new tenant. Under the terms of the rental agreement or lease, the landlord may be able to approve or disapprove the new tenant.
- Agreement by both parties (landlord and tenant)

### What if . . .

#### **My landlord sells the building?**

The rental agreement or lease will remain in effect until the end of its term, unless the rental agreement or lease specifically states otherwise.

#### **My building has been condemned (or acquired by the government)?**

The rental agreement or lease will end. A court must approve the eviction of tenants. If you've paid rent in advance, you may be able to receive a refund for all or a portion of the advance rent.

### If the Landlord Wants to Terminate

A landlord may terminate the rental agreement or lease under certain conditions with proper written notice, typically a certain number of days. The landlord must provide you a certain number of days to fix the reason for the termination, which may include:

- Non-payment of rent
- Violation of the rules or regulations outlined in the rental agreement or lease
- Damage to the property

If you pay rent and any applicable late fees, correct the violation or repair the damages, the landlord cannot terminate the rental agreement or lease. If you do not repair any damage the landlord also has the option to enter the property, fix the damage and charge you the reasonable costs for the repairs.



### **Subleasing vs. Reletting**

If you wish to move out of your dwelling unit before your rental agreement or lease is complete, consider subleasing or reletting it.

#### **Under a sublease, the new tenant lives in the property and pays the rent.**

However, you are responsible for the tenant's terms of the rental agreement or lease, which includes ensuring that rent is paid and damages are repaired.

#### **If the property is relet, your original rental agreement or lease is terminated.**

A new rental agreement or lease is created between the landlord and the new tenant. You are not responsible for rent or repairs once your agreement or lease is terminated.

### **Illegal Retaliatory Actions by the Landlord**

It is unlawful for a landlord to retaliate against you for complaining to him or her about housing or building code violations or failure to make repairs, filing a complaint to a government agency or organizing or joining a tenant's union. In these situations, it is illegal for the landlord to take these retaliatory actions:

- Evict you
- Threaten to evict you
- Not renew your lease
- Increase your rent
- Decrease your services

If you think the landlord may be trying to retaliate against you, keep a record of any related actions (by you and the landlord).

### **Tenant Rights, Laws and Protections by State**

The U.S. Department of Housing and Urban Development (HUD) handles complaints about housing discrimination, bad landlords in federal housing and many other issues.

Some of the laws and regulations vary by state. You can find information about HUD and the resources available in your state at: [www.hud.gov/renting/tenantrights.cfm](http://www.hud.gov/renting/tenantrights.cfm).

### **Eviction**

In most states, a landlord may evict you three to five days after providing written notice if any of the following apply:

- Non-payment of rent
- Violation of rules or regulations of the rental agreement or lease
- Material damage to the dwelling unit
- Interference with other tenants
- Illegal use of the dwelling unit

You must respond within three days by either correcting the issue or moving out. If you do not leave voluntarily, the landlord can file a court action called an "unlawful detainer" lawsuit. After filing a complaint with the court and serving you with a notice and summons, the landlord must win the trial for you to be evicted.

Generally, an eviction process can last anywhere from five weeks to three months. If the court orders you to be evicted, you must move out within the specified period and you may have to:

- Pay back rent, if applicable
- Pay damages
- Pay court costs
- Pay the landlord's attorney fees



## Foreclosure

If the property or dwelling unit has been foreclosed by the landlord's bank, the bank may be able to disregard the rental agreement or lease and evict you. The bank will need to get a court order to evict and provide you with a written notice. This process could typically take at least 30 days.

The National Low Income Housing Coalition (NLIHC) estimates that about 40 percent of people facing eviction from foreclosure in the United States are renters<sup>2</sup>.

If you are evicted due to foreclosure, you may file a lawsuit against the original landlord for your moving costs, application fees, rent differences (if your new rent is more than you were paying) and/or any rent due under the previous rental agreement or lease.

To learn about your rights when evicted due to foreclosure download a copy of the Protecting Tenants at Foreclosure Act of 2009 at: [nlihc.org/doc/701-704-Public-Law-111-22.pdf](http://nlihc.org/doc/701-704-Public-Law-111-22.pdf).

## Moving Out

When your rental agreement or lease is finished, be sure to notify the landlord of the date you are moving out. You should also repair any damages you made and inspect the property for incomplete maintenance and/or wear and tear. Use the "Inspection Checklist" provided in this guidebook to document any issues that may affect how much of your security deposit you receive back.

## Security Deposit

The security deposit is an amount of money you pay up front that the landlord keeps as security for damages or non-payment of rent. The rental agreement or lease should clarify the amount of the security deposit and the conditions of its return upon termination.

At the termination of the rental agreement or lease, the landlord may keep all or some of the security deposit for rent due, damages and cleaning beyond normal wear and tear (see "Damages and Repairs - Who's Responsible" for an explanation of damages versus normal wear and tear). If you think you are entitled to more of the security deposit than you receive back, you can

negotiate the amount with the landlord or file a suit in small claims court.

**Quick Tip:** Ask your landlord to conduct a preliminary inspection before you move out so you know what repairs you're expected to make and what you need to clean to receive your security deposit back.

The landlord must return the security deposit due to you in a reasonable time period, typically within 14 to 30 days of the termination of the lease and receipt of your mailing address.



## DAMAGES AND REPAIRS

### WHO'S RESPONSIBLE?

The list below provides examples of what's considered normal wear and tear (the landlord's responsibilities) and what's considered damages (the tenant's responsibility) within a rental property.

Landlord's Responsibility Normal Wear and Tear	Tenant's Responsibility Damages
Minor marks on or nicks in the wall	Holes in wall larger than nail size or excessive nail holes
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover
Plaster cracks from settling	Holes in walls from doorknobs or carelessness
Loose wallpaper	Ripped, torn or marked up wallpaper
Carpeting or curtains slightly worn or faded by the sun	Torn, stained or burned carpeting or curtains
A rug worn thin by ordinary use	Stains and odors in rug caused by pets, spills or leaks
Minor scuffing on wood floor	Large gouges or scratches on wood floor
Vinyl floor worn thin	Tears, holes or burn marks in vinyl floor
Water-stained vinyl flooring by shower	Missing or cracked bathroom tiles

Landlord's Responsibility Normal Wear and Tear	Tenant's Responsibility Damages
Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub or toilet
Bathroom mirror beginning to de-silver	Broken mirror
Toilet running or unstable	Broken toilet seat or tank top
Worn gaskets on refrigerator	Broken refrigerator shelves, trays, bins or bars
Worn countertop	Burns or cuts in countertop
Cabinet doors that will not close	Greasy, sticky or broken cabinets and interiors
Loose hinges or door handles	Damage to door or door frame from forced entry
Closet door off track	Damaged or missing closet door, doorknobs or handles
Slightly dusty blinds	Missing, broken or bent slats or blinds
Slightly dirty windows or screens	Broken windows or torn or missing screens
Partially clogged sinks due to aging pipes	Clogged or damaged plumbing due to improper use



# INSPECTION CHECKLIST

Before signing a rental agreement or lease, use this checklist to inspect the condition of the dwelling unit and premises. Note any issues and be sure to tell the landlord about your problems or concerns. If any repairs are expected, confirm the timeframe and requirements for the repairs, and include that information in your rental agreement or lease. Keep this list to verify any issues when your rental agreement or lease terminates.

Address: \_\_\_\_\_

\_\_\_\_\_

Move-In Inspection Date: \_\_\_\_\_

Move-Out Inspection Date: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
<b>Kitchen</b>						
Refrigerator						
Stove						
Exhaust Fan						
Sink						
Countertop						
Dishwasher						
Disposal						
Cabinets						
Walls						
Floors						
Window(s)						
Screen(s)						
Other						
<b>Living Room</b>						
Carpeting/Floor						
Walls						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						



S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
<b>Bathroom 1</b>						
Sink and Vanity						
Bathtub/Shower						
Exhaust Fan						
Walls						
Floor						
Window(s)						
Screen(s)						
Door(s)						
Toilet						
<b>Bathroom 2</b>						
Sink and Vanity						
Bathtub/Shower						
Exhaust Fan						
Walls						
Floor						
Window(s)						
Screen(s)						
Door(s)						
Toilet						
Other						

S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
<b>Bedroom 1</b>						
Carpeting/Floor						
Walls						
Closet/Door						
Window(s)						
Screen(s)						
Blinds/Shade						
Ceiling/Fan						
Door						
Other						
<b>Bedroom 2</b>						
Carpeting/Floor						
Walls						
Closet/Door						
Window(s)						
Screen(s)						
Blinds/Shade						
Ceiling/Fan						
Door						
Other						



S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
<b>Bedroom 3</b>						
Carpeting/Floor						
Walls						
Closet/Door						
Window(s)						
Screen(s)						
Blinds/Shade						
Ceiling/Fan						
Door						
Other						
<b>Basement</b>						
Carpeting/Floor						
Walls						
Closet/Door						
Window(s)						
Screen(s)						
Blinds/Shade						
Steps/Railing						
Sump Pump						
Door						
Other						

S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
<b>Outside</b>						
Sidewalk						
Driveway						
Steps/Railing						
Light Fixtures						
Deck/Patio						
Gutters						
Downspouts						
Trees/Shrubs						
Fence						
Garage/Opener/Door						
Shed						
Window wells						
Sliding Glass Door						
Screen(s)						
<b>Other</b>						
General						
Water pressure						
Electrical						
Washer/Dryer						
Locks						



S = Satisfactory, U = Unsatisfactory

	S	U	Move-in Notes	S	U	Move-out Notes
Smoke Detectors						
Fire Extinguishers						
Furnace/AC						
Garbage Collection						
Rodent/Insects						
Water Damage/Leaking						
Mold						
Asbestos						
Lead paint						
Toxic chemicals						



## LET US HELP YOU

The objective of this guidebook is to serve as a starting point to help you identify and understand your legal needs. If you need additional help or guidance, ARAG is here for you. Simply contact a Customer Care Specialist who can help you navigate your legal issues and understand the benefits available under your plan.

Call: 800-247-4184

E-mail: [Service@ARAGgroup.com](mailto:Service@ARAGgroup.com)

To learn more visit The ARAG Education Center™ at:  
[www.ARAGgroup.com](http://www.ARAGgroup.com)





## PREPARING TO MEET WITH YOUR ATTORNEY

If you decide to consult an attorney regarding any aspect of the rental process, we recommend that you complete the following worksheet prior to meeting with the attorney. By preparing this information ahead of time, you will have an opportunity to clearly think through your needs and the attorney will have the necessary information to provide you with the highest level of legal service.

- 1) Summarize your possible legal situation in one or two sentences below. You can use this as a starting point when you make your initial phone call to an attorney.

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- 2) List the names, dates and more pertinent details about your legal situation so you will be ready to discuss it either over the phone or during an in-office visit with an attorney.

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- 3) List and attach any documents or background information you will want to take to an initial meeting with your attorney. Documents could include any letters or e-mails you have written about your legal matter, any relevant guarantee, contract, agreement or any letters or e-mails received from an opposing party or attorney about your matter.

List of attachments:

- a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_  
e) \_\_\_\_\_  
f) \_\_\_\_\_



## FOR MORE INFORMATION

The following websites were used as resources in developing this guidebook and provide additional information.

### **For information on Protecting Tenants at Foreclosure Act**

Read provisions of the Act: [nlihc.org/doc/701-704-Public-Law-111-22.pdf](http://nlihc.org/doc/701-704-Public-Law-111-22.pdf)

### **For information regarding lead-based paint**

Visit U.S. Environmental Protection Agency at: [epa.gov/lead](http://epa.gov/lead)

### **For information on state-specific laws on tenant's rights**

Visit U.S. Department of Housing and Urban Development at: [hud.gov/renting/tenantrights.cfm](http://hud.gov/renting/tenantrights.cfm)

### **For information on the Fair Housing Act**

Visit U.S. Department of Justice, Civil Rights Division at: [justice.gov/crt/housing/title8.php](http://justice.gov/crt/housing/title8.php)

### **For more information on the Uniform Residential Landlord and Tenant Act**

Read provisions of the Act:

[www.law.upenn.edu/bll/archives/ulc/fnact99/1970s/urлта72.pdf](http://www.law.upenn.edu/bll/archives/ulc/fnact99/1970s/urлта72.pdf)

(Note, this act has been adopted and amended in some states; check with legal counsel on local laws.)

### **Sources**

<sup>1</sup>“Sobering housing studies conference revisits rental housing,” Thomas Caywood, President and Fellows of Harvard College, 2006.

<sup>2</sup>National Low Income Housing Coalition, [www.nlihc.org](http://www.nlihc.org).

*While every effort has been made to ensure the accuracy of this publication it is not intended to provide legal advice as individual situations will differ and should be discussed with an expert and/or lawyer.*

