

PROTECT YOUR RIGHTS AS A RENTER

Whether it's your first apartment or move from one rental to another, here are 10 tips every tenant should know:

1. The best way to win over a prospective landlord is to be prepared. Bringing the following information when you meet prospective landlords will give you a competitive edge over other applicants: a completed rental application; written references from landlords, employers, friends and colleagues; and a current copy of your credit report.
2. **Take your lease to the Navy Housing Service Center or Navy Legal for careful review of all the important conditions of the tenancy before you sign on the dotted line.** Your lease or rental agreement may contain a provision that you find unacceptable – for example, restrictions on guest, pets, design alterations or running a home business.
3. To avoid disputes or misunderstanding with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understanding. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.
4. Protect your privacy rights. Next, to disputes over rent or security deposits, one of the most common and emotion filled misunderstanding and tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy right (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them.
5. Know your rights to live in a habitable rental unit - and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water and electricity; and clean, sanitary and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent.
6. Keep communication open with your landlord. If there's a problem – for example, if the landlord is slow to make repairs – talk it over to see if the issue can be resolved short of a nasty legal battle.
7. Purchase renter's insurance to cover your valuables. Your landlord's insurance typically costs \$350 a year for \$50,000 policy that covers loss due to theft or damage caused by other people and covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness.
8. Make sure the security deposit refunds procedures are spelled out in your lease or rental agreement. To protect you and avoid any misunderstanding, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions.
9. Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you.
10. Know when to fight an eviction notice – and when to move. Unless you have the law and provable facts on your side, fighting an eviction notice is usually shortsighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and ability to easily rent from future landlords.