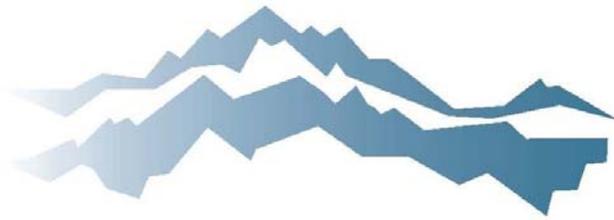


Renting

A User Manual



UTAH APARTMENT
ASSOCIATION

Utah's Leading Advocate For Quality Rental Housing

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Introduction



Better Information, Better Choices

Whether you're renting your first apartment, moving to a new city, or just want to move closer to friends or work, one of the most important decisions you'll make is where to live.

Renting an apartment can be a quick, easy and affordable way to make your dream of a new home come true.

Like other important purchases, however, the more information you have, the better decision you can make. That's why we prepared this brochure. We are the Utah Apartment Association, Utah's statewide rental property association, representing thousands of rental property owners, management professionals and apartment builders who operate rental housing statewide.

We want to make sure your experience as a renter is as enjoyable and hassle free as possible. UAA members are committed to maintaining the highest professional standards. Our members support a stringent Code of Ethics and endorse a Resident's Bill of Rights.

We hope this guide will help you find an apartment that is right for you.

Importance of Rental Housing to Utah

According to the U.S. Census, about 200,000 households, or approximately 28.5% of Utah residents are renters. Renters make up a significant population of all regions of the state and come from every social and economic group.

Most people choose renting because it's affordable, easy and flexible.

Without quality rental housing the economy of Utah would not be able to grow and there would not be as many options for people to live in this great state.

Before You Rent

How Much Rent Can I Afford?

There is no hard and fast rule about how much rent you can afford. The amount varies depending on what area you live in, how much money you make, what other financial obligations you have (utilities, credit cards, car payments, student loans, etc.), what kind of credit you have and whether or not someone else (like your parents) is paying or guaranteeing your rent. The same holds true for any roommates you might have. A reasonable figure is somewhere between 30 to 40 percent of your income.

Where Do I Want To Live?

When beginning your search for a new home, make a list of what you are looking for in an apartment. How many bedrooms do you need? Do you need laundry facilities? Parking? Storage? How far are you willing to be from your work or school?

You can find different apartment listings many different ways. If you already know the neighborhood or apartment community you want to live in, just contact the landlord directly. Signs on properties, the daily newspaper, the campus housing office, monthly apartment rental guides or the internet are great sources too. Another way is to ask friends or family for referrals.

Look over the property that you are considering and see how well it is maintained. Are the grounds clean and litter free? Is the landscaping clean, well-trimmed and healthy? Are the buildings and grounds well lit?

When touring the apartment and grounds, listen for excessive noise or other disturbances that could be a problem for you. If possible, talk to people who live there and get their opinion.

Drive around the neighborhood during the daytime and the nighttime.



Meeting the Leasing Agent/Manager/Owner

Keep in mind that the apartment manager, owner or leasing agent is just as interested in renting you an apartment as you are in renting one. It is important to be clear about your needs and to get all of your questions answered.

Be prepared to provide information and verification regarding your job, your income and your past rental history.

Make sure that you are dressed in clean, neat clothing. Treat this like a job interview. You want to make a good impression. Be polite and respectful of the manager's time. Arrive on time for any appointment you make.

Rental Application Process

Before renting to you, most landlords will ask you to fill out a written rental application form. A rental application is different from a rental agreement. The rental application is like a job or credit application. The landlord will use it to determine if you qualify under

their rental criteria.

A rental application will usually ask for the following information:

- The names, addresses, and telephone numbers of your current and past employers and landlords.
- The names, addresses, and telephone numbers of people you can use as references.
- The names of the individuals who will be residing in the apartment with you.

Give the landlord as much information as possible. This will help them evaluate you as a risk and make a decision about whether or not you qualify under their rental criteria.

Credit Report/Typical Questions

The landlord may also ask you for authorization to get a copy of your credit report, which will show him/her how you have handled your financial obligations in the past. A landlord will prefer to rent to someone who has a good history of paying rent and other bills on time.

The landlord **CAN** ask you the following:

- What kind of a job do you have and how long have you worked there?
- How much money do you earn and how often are you paid?
- How many people will be living in the apartment?

The landlord **CANNOT** ask you the following:

- Your race, ethnicity, or national origin.
- Your religion or religious beliefs.
- Your gender or sexual orientation.
- Your age or whether you have children under the age of 18 living with you (they can ask you if you are over the age of 18, the legal age to enter into a contract);
- Whether you have physical or mental disabilities.

Applicant Screening Fees

When you give the manager or owner a completed application, he/she may charge you and any other adults named on your rental application a fee to cover the cost of obtaining a credit report on you and verifying the information on your application.

Before paying the application fee, ask: Does the landlord have rental criteria you can review before paying the fee to ensure you meet their qualifications? How long will it take the landlord to review the credit report and determine if you qualify under their rental criteria?

Credit Issues

If you're just starting a new household, you may not have established any credit history. Likewise, if you have had problems in the past, you might have poor credit. If that's the case, ask the landlord if he/she will accept a "guarantor" to co-sign the rental agreement, or would perhaps take a larger security deposit while you rebuild your credit history. Keep in mind, landlords are not required to accept a guarantor or a higher security deposit.

Security Deposits

A landlord will probably ask you to pay a security deposit as a condition of renting the apartment. There is no set amount the landlord can charge and it will depend on the landlord's own business policies. Security deposits are generally refundable when you move out but can be applied to any amounts you owe the landlord when you move out, including unpaid rent and damages to the property. Some landlords also charge a non-refundable "fee" that is not returned. The amount of this fee varies as well. Make sure you understand what is refundable.

Roommates

Any roommate should sign the same rental agreement you did. Be careful when you choose—you are "jointly and severally liable", that is, you are each responsible for paying the entire rent, even if your roommates fail to pay their share. You must notify the landlord when any roommate on your rental agreement moves out. If you wish to have a new roommate, the landlord will probably require that you receive his/her permission prior to moving in and require them to complete a rental application and agreement.

Pets

A landlord may refuse to rent to you if you have a pet, or may restrict the size of pets, and may also charge you an additional security deposit if you have a pet. If you do have a pet, ask the landlord for a copy of their pet policy.



Understanding Laws Concerning Rentals

There are a few federal, state, and local laws concerning rentals that you should be aware of before you rent.



The Federal Fair Housing Act

Congress has established seven protected classes that are protected from discrimination in housing. These protected classes are:

- Race
- National Origin
- Color
- Religion
- Sex
- Familial Status (having kids in the household)
- Disability

It is illegal for a landlord to refuse to rent to someone or to give preference based on any of these factors. That doesn't mean a landlord has to rent to you if you are in a protected class. He/she just can't say no to you exclusively based on those factors. They could however, still say no for legitimate reasons such as criminal history, poor credit, or poor references.

In addition to these federal protected classes, Utah has made source of income a protected class. This means landlords cannot refuse to rent to you based on where your rent money comes

from, such as if you are receiving a housing subsidy from the government.

Understand, these protected class rights don't give anyone a free pass. They still must usually have good credit, no criminal history, and good references to rent.

If you believe a landlord has discriminated against you solely on the basis of one of these 8 factors, contact the Utah Anti-Discrimination Division at 801-530-6801 and they will investigate your complaint. Landlords who violate fair housing can face serious fines.

Rental Criteria

To make sure they don't discriminate against protected classes, most landlords set up rental criteria that list the impartial, objective measures they use to evaluate a potential renter. Rental criteria typically include guidelines and requirements concerning:

- How much income you have to make to qualify;
- What type of credit is acceptable;
- What type of criminal history disqualifies you;
- What type of identification is required;
- Employment requirements;
- How many people may live in the apartment.

Before you put down a deposit or pay an application fee, you should review a landlord's written rental criteria. Having set criteria protects you from the potential of discrimination and forces the landlord to evaluate you solely on your merits. If you start to work with a landlord who does not have written rental criteria, consider renting from someone who does.

Lead Paint Disclosure

Any landlord who is renting a property that was built before 1978 must disclose to you what they know about lead paint. Ingesting lead paint chips or inhaling lead paint dust has been proven harmful to children and pregnant mothers. Because of this, the Environmental Protection Agency (EPA) requires that when you rent a property built before 1978 that your landlord do three things.

- 1 - Give you a copy of the pamphlet "How to Protect Your Family from Lead in the Home", published by the EPA. Copies can be downloaded at www.epa.gov/lead/pubs/leadpdf.pdf.
- 2- Disclose any knowledge they have of lead paint in the property.
- 3- Sign a lead paint disclosure addendum.

There are significant fines for landlords who do not comply with this law. If you are working with a landlord who does not understand their obligations about lead paint, consider working with someone else or encouraging them to contact the UAA for more information.

Residents With Special Needs

Individuals with physical and mental disabilities have the right to rent housing free from **discrimination**. It is illegal for landlords to refuse to rent to an individual because the person has a disability, or to claim that there are no vacancies, when there actually are.

Equal access housing for disabled persons includes the right to keep a guide dog or service animal, even if animals are not normally allowed on the property. You also cannot be charged a deposit for a service animal.

You have the right to make reasonable modifications to the rental property (at your own expense) to accommodate your disability. You must restore the property to its pre-existing condition when you leave, if the modifications will create a problem for the next resident. Talk to your landlord first. If you have questions regarding your rights please see page 14 for contact information.

Utah Fit Premises Act

Utah Has a law called the Fit Premises Act that defines duties of landlords and tenants and outlines ways to resolve conflict. Under Utah law, it is never acceptable to stop paying rent. In most cases, Utah Law does not allow a tenant to break a lease over a rental disagreement. What Utah law does allow is for a tenant to sue for performance, or in other words, to fix a problem, and awards court costs to the tenant if you win.

Tips For Renters

▪ Know your neighbors

Get to know your neighbors. In addition to friendship, they can provide additional security and support in your new home.

▪ Courtesies— Typical Do's and Don'ts

Most of these are common sense. Be a good neighbor. Avoid making unnecessary noise, respect the common areas and keep them clean. Use the parking space assigned to you.

▪ Be friendly and respectful with the owner or manager

You will want to maintain a good relationship with your landlord. This will ensure you are treated with the dignity and respect you deserve. When you call your manager about a problem or repair, be respectful and calm.

▪ Comply with appropriate requests

If the landlord gives you a corrective notice it is important that you comply. Whether it is a request to pay rent, comply with the lease, or to turn your music down, be sure you comply. Failure to do so may result in your eviction.

▪ Always pay rent on time

Even if you have a problem with the apartment or landlord it is important that you pay rent on time. Failure to do so takes away some of your legal rights and could lead to your eviction.

Before You Sign

Tips for Renters



Choosing a Professional Landlord

Most landlords are professionals who operate rental property for a living. Others own rental units as investments or for another source of income. Whichever landlord you choose, understand that their skill and knowledge as a landlord, will, in large part, determine a big part of your happiness and convenience for the foreseeable future.

Make sure the rental agreements they use and their policies and procedures are legitimate and upstanding.

One way to be comfortable with your landlord is to only do business with a landlord who is a member of the Utah Apartment Association and has agreed to a code of ethics. They are more likely to use legal agreements that have been scrutinized by professionals and are fair to both landlord and tenant. They seek to be continually educated in landlord tenant law and principles of customer service.

Before signing any agreements, ask them questions to determine their policies and knowledge and ask to see their UAA membership documentation.

Rental Agreements

A rental agreement is a legally binding contract that provides you and the landlord

with the “ground rules” of your relationship. While an agreement may be oral, you should always ask for a written agreement. Here are a few common types of rental agreements.

A **month-to-month rental agreement** means you will live in the apartment and pay rent on a monthly basis. A landlord is required to give you at least fifteen (15) days notice in terminating this agreement. In some cases the rental agreement will extend the notice requirement to be thirty (30) days notice before asking you to move out. On a month-to-month arrangement, you may also move out after giving 15 or 30 days notice, whichever is specified in the agreement.

A **lease** is another form of rental agreement. It states the length of the rental term. The term can vary from a few months to one year or longer. You will still pay the rent on a monthly basis but, generally speaking, you may not move out or break the lease before the term is complete.

There are some advantages to having a lease. For example, the lease establishes the terms, such as the amount of the rent, which generally cannot change while the lease is in effect. The landlord cannot ask you to leave during the lease, unless you do things like fail to pay your rent, violate the terms of your lease, or generally fail to abide by the rules set forth by the landlord. The landlord also cannot raise your rent during the duration of the lease, unless otherwise agreed. The disadvantages of a lease is that if you need to move, a lease may be difficult for you to break. If you move before the lease ends, the landlord may have a claim against you for the remainder of the rent for the rest of the lease, or until a new resident moves in.

Protecting Yourself

In order to make your experience renting a good experience, there are certain things you should do to protect yourself. Make sure you read all documents completely before signing. Ask questions. If you don't understand something, have your landlord explain it so that you do. Make sure you keep a copy of all documents and paperwork.

Be sure you and your landlord complete an inspection sheet prior to move in and keep a copy. This will help prevent disputes at move out time over what the condition was like when you moved in.

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Inspecting the Apartment Prior to Move In (What to Look For)

Before you decide to rent, you should carefully inspect the apartment with the landlord. Make sure that the apartment has been well maintained. Ask the landlord to use a written checklist so you both agree on the condition of the apartment before you move in. Look for the following problems:

- Cracks or holes in the floor, walls, or ceilings
- Signs of leaking water or water damage in the floor, walls, or ceilings.
- Leaks in the bathroom or kitchen fixtures.
- Any signs of mold or pests.
- Lack of hot water.
- Inadequate heating or air conditioning.
- Damaged flooring.

Ask for a copy of the checklist after it is completed. Save it for when you move out.

Renters' Insurance — Benefits of Coverage

You should seriously consider purchasing renters' insurance. The landlord's insurance will generally not cover your belongings. Make sure to ask.

Renters' insurance will protect you against loss of your property by fire or theft. It also protects you against liability if someone claims you injured another person or damaged that person's property.

Insurance coverage in Utah for a 2-bedroom apartment can be as little as \$8 per month.

Changing Your Address

When you move, it is important to notify the US Post Office of your new address so that your mail can find you. Forms are available at any post office. You may also file your change of address at www.usps.gov.

Turning on Your Utilities

At least one week before you move into your apartment, contact the local utilities including gas, electricity, cable, water, telephone, sewer, etc. in order to turn on the utilities in your name. Your landlord should be able to provide you with a list or may be able to do it for you. In many instances, the utility company may charge a deposit.





Moving In

Maintenance and Repairs

An apartment must be fit to live in, that is, it must be **habitable**. Generally, "habitable" means:

- Leak-Free walls, windows, doors, and ceilings;
- Plumbing in good working order;
- Gas, heating, and electricity in good working order;
- Clean and sanitary buildings and grounds, free from pests, garbage, and rodents;
- Adequate trash receptacles in good repair;
- Floors, stairways, and railings in good repair.

Whether the landlord is responsible for making less serious repairs is usually spelled out in the rental agreement.

Residents are required to take reasonable care of the apartment and common areas. You are responsible for damage you cause or caused by anyone for whom you are responsible including you, your guests and your pets.

When Can the Landlord Enter Your Apartment

A landlord may enter your apartment for the following reasons:

- In an emergency;
- When you move out or if you abandon the apartment
- To make necessary or agreed-upon repairs or other improvements;
- To show the apartment to prospective residents, purchasers or lenders;
- To provide entry to contractors;
- To conduct an inspection;
- If a court permits it;

Except in an emergency, or with your permission, the landlord must give you reasonable advance notice before entering your apartment. **The law considers 24 hours notice advance written notice to be reasonable in most situations, but in some cases less notice is acceptable. Try to work with your landlord if they need to enter.**

Payment of Rent

A rental agreement will state when the rent is due, generally on the first day of each month. Make sure you understand exactly when the rent is due, where you should send payment, and what the policy is regarding late fees and late payment of rent. If you pay by mail, be sure you mail your payment early enough to arrive when it is due. Be prepared to pay by check or money order. This protects you in case there is a dispute over payment. If your landlord accepts cash be sure to ask for a receipt.

Guests

A landlord may set reasonable rules about the length of time guests can stay with you. These are usually spelled out in your rental agreement.

Restrictions based on age, race, gender, gender identification, or sexual orientation are not legal. A landlord cannot object to overnight guests based on religious or moral views.

After the rental agreement's time limit for a guest has passed, the landlord may ask your guest to fill out an application to rent and sign a rental agreement. If you allow guests to stay longer without the landlord's permission, they can petition the court to remove you.



Rights & Responsibilities

Moving Out

3-Day and 30-Day Notices

A landlord can give you a written 3-day notice if you have done any of the following:

- Failed to pay the rent;
- Violated any term of your rental agreement;
- Damaged the apartment;
- Disturbed other residents;
- Use the apartment for illegal purposes

The 3-day notice will tell you either: (1) that you must do something within three days to correct the problem, for example pay any past due rent or stop violating a rule or term of your rental agreement; or (2) that the problem cannot be fixed by you, and that you must leave within three days. If you have questions, you should consult an attorney or Legal Aid.

Call Your Landlord First

If you have a problem in your apartment, notify your landlord or manager immediately, preferably in writing. Since your apartment is a business investment for the landlord, most landlords want to keep it safe, clean, attractive, and in good repair.

If the landlord will not make the requested repairs, and doesn't have a good reason for not doing so, under certain specific and serious instances, you can withhold part of your rent and make the repairs on your own. The laws vary from place to place so make sure you understand the law in your area before taking these steps.

These methods entail a great deal of risk. Minor claims or inconveniences may not be enough to trigger the law. If you feel a need to take these steps, make sure you consult an attorney or contact Legal Aid.

Moving Out

Giving Notice

If the rental agreement does not specify, you must give 15 days notice that you intend to move out prior to the end of the term. Many times the rental agreement requires a longer notice, such as 30 or 60 days. If you don't intend to renew or extend your lease, you should give notice as well, or the lease may revert to a month to month agreement. To avoid misunderstanding keep a copy for your records, date the notice, state the date you be leaving, and give it to the landlord in plenty of time.

Early Move Out

If you move out of your apartment before your lease or the notice requirement period is over, the landlord is entitled to receive rent from you for the balance of the term. However, if the landlord is able to collect rent from a new resident, you are entitled to a **pro rata** refund of the rent paid. The landlord cannot collect rent twice for the same apartment.





Security Deposits

A landlord may use your security deposit to:

- Clean the apartment when you move, if the apartment is not as clean as when you moved in;
- Repair damages other than normal wear and tear;
- Cover unpaid rent or balances due.

Your landlord must refund your security deposit, or provide you with an accounting of how your security deposit was spent, within 30 calendar days after you move out. Make sure you give the landlord a forwarding address.

Common Questions & Answers

I have a disability. Is the landlord required to allow me an assistive animal?

If you are disabled, the Fair Housing Act requires the landlord make reasonable accommodations that are relevant to your disability. This means if a medical professional attests that you have a qualified disability and require a service animal, the landlord must allow it but can have you fill out relevant forms. If your landlord has questions about this law, have them call the UAA at 801-487-5619 or Fair Housing at 801-524-6097.

What if a landlord does not return my deposit?

A landlord has 30 days from move out or 15 days from receiving a forwarding address, whichever is later, to send a list of the charges the deposit was applied to, including cleaning and damages, or return all or some of it. If they violate this law, you may sue them in district or small claims court for a \$100 statutory penalty, court costs, and up to the amount of the deposit.

For what repairs am I responsible?

You are generally responsible for any damages caused by you. Check your rental agreement for more information.

Are oral agreements enforceable?

Maybe, a court would have to decide, but don't risk it. Require every agreement you make with the landlord to be in writing. Good landlords won't hesitate to put everything in writing.

Can I have a significant other or friend move in with me?

It depends on the rental agreement but most likely not without the landlord's permission. The rental agreement will likely authorize only certain people to live there, and you must comply with your agreement or get the landlord's permission to add someone to the original agreement. You can be evicted for having unauthorized tenants.



How much can a landlord raise rent?

Unless you are locked into a rental agreement, the landlord can charge whatever they want for rent, or raise it as much as they want as long as they are not discriminating against a person in a protected class.

Do I have to have rental insurance?

Sometimes a landlord will make it a requirement. Regardless, you should have renters insurance. In a disaster or accident, a landlord's insurance only covers their property.

Can I change my mind after signing a lease?

Not in most cases. Get qualified legal advice.

Under what circumstances can I break my lease?

A rental agreement is a legally binding document that cannot be broken under most circumstances. Not liking the apartment, marriage, divorce, medical reasons, can't afford it, loss of job or job transfer, one roommate wanting to leave, etc. are not valid reasons for breaking a lease. If you need to get out of a lease, you will need to negotiate with your landlord. However, unless written in your lease, the landlord is under no obligation to let you out of your lease.

If you are in a current lease do not break it or move without first consulting an attorney familiar with rental agreements!

Can I ever withhold rent?

This is not a good idea. Unlawful Detainer law allows the landlord to begin eviction for non payment after serving a Three Day Notice to Pay or Vacate, despite the reason for withholding rent. This action can have serious and long lasting effects on your credit.

What do I do if I have a problem and the landlord won't fix it?

Utah has a fit premises act (UT Code Title 57 Chapter 22, http://www.le.state.ut.us/~code/TITLE57/57_18.htm) that defines the rights and responsibilities of landlords and tenants. This act gives a tenant the right to sue their landlord in district court if they do not comply with their duties under 57-22-4. The tenant is only entitled to sue if RENT IS PAID UP and they are complying with their duties outlined in 57-22-5.

The act states that "upon a showing of an unjustified refusal to correct or the failure to use due diligence to correct a condition described in this chapter, the renter is entitled to damages and injunctive relief as determined by the court."

Remember, in order to be eligible to sue under this act, you must be complying with all your duties including paying rent onto and maintaining the unit properly.

Is there anyone I can call about my rights as a renter?

The Utah Apartment Association is a landlord's association. There are some groups that help renters understand their rights but most, like Utah Legal Services or some disability groups, require some eligibility first in order to get help.

Be very careful about who you get advice from. Much of the advice tenants receive about their rights comes from hearsay and can sometimes be misleading or dead wrong. Acting on such advice can be extremely hurtful and have long lasting consequences. Make sure you have good information from reliable sources before taking any action to break a lease, not pay rent, or enter into conflict with the landlord.

Glossary

Application Fee - A nominal fee charged by a owner/manager to cover the cost of a background check. As of May 1, 2006 application fees can not be regulated by local governments and are legal everywhere in Utah.

Credit Report - A report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged off accounts, has been evicted, or sued and is subject to court judgments.

Criminal Report - A report of a persons criminal history as an adult.

Discrimination (in renting) - Denying a person housing that is not available (when the housing is actually available at the time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing a segregated housing because of a persons race, color, religion, national origin, sex, familial status, disability, or source of income.

Eviction - A court-administered proceeding for removing a resident from an apartment because the resident has violated the rental agreement or did not comply with a notice ending the tenancy (also called an unlawful detainer lawsuit).

Eviction Notice (3-day notice) - A three-day notice that the landlord serves on the resident when the resident has violated the lease or rental agreement. The three-day notice usually instructs the resident to either comply with the agreement or vacate the apartment within three days (for example; past due rent).

Habitable - An apartment that is fit for human beings to live in. An apartment that substantially complies with building and safety code standards that materially affects the residence to be "habitable."

Lease - A rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined fixed term length of time (for example; six months or one year).

Month-to-month agreement - The most commonly used rental agreement. It gives the resident the opportunity to move out by simply giving the required notice rather than being responsible for the full term of a lease. Refer to your rental agreement.

Pro Rata - In proportion. For example, if a landlord was able to re-rent your apartment for 10 days during a month for which you had already paid rent. You would be entitled to a rent refund of ten days.

Rental Agreement - An oral or written agreement between a resident and a landlord, made before the resident moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due.

Retaliatory eviction or action- An act by a landlord, such as raising a resident's rent, seeking to evict a resident, or otherwise punishing a resident because the resident had used the repair and deduct remedy, or has asserted other resident rights.

Security Deposit- A Deposit or a fee that the landlord requires the resident to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the resident moves out owing rent or leaves the apartment damaged or less clean than when the resident moved in.

Thirty-day notice- A written notice from a landlord to a resident telling the resident that the month-to-month tenancy will end in 30 days.

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THE CONNECTION.

BUT IT'S ALSO ABOUT
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