

BECOMING A TENANT



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BEING A GOOD TENANT

Under North Dakota law, you have certain rights and responsibilities as a tenant as does your landlord. Understanding what is expected of both you and the landlord will go a long way toward positive and long-term tenancy.

The North Dakota Apartment Association produces a handy guide with everything you need to know about your rights and responsibilities. It can be found at <http://www.ndaa.net/index.php/landlordtenant-rights>

Be a good neighbor

Whether your rental is a townhome or a high-rise apartment, you will be sharing space with other people. It is important to show the same respect you want shown to you.

- Keep noise levels down and observe quiet hours. Listen to television and music at reasonable levels. Don't let doors slam shut. Don't stomp or run. Only use laundry, workout and the commons areas during posted times. Don't vacuum too early or too late in the day. Limit conversations in hallways. Keep pets quiet.
- Keep your home clean and tidy to prevent odors and pests from spreading and bothering other tenants.
- Be polite. Introduce yourself to your neighbors. Participate in community functions.
- Follow the rules laid out in your lease or posted by property management. Make sure your household members and guests are polite and follow the rules as well.

Landlord/tenant relationship

In a way, the relationship between a landlord and a tenant is like being business partners – they are handing over control of valuable property in return for payments. The success of that

partnership depends on open, honest and ongoing communication from both sides.

- Each landlord may have a different process on how to contact them and it is important to respect that process. Requests for repairs or for a reasonable accommodation for a disability may have to be made in writing. Landlords may also have a duty to provide you with written notice of things affecting your tenancy. Establish early in your relationship what the communication process will be and remember how you want to be contacted may differ from that of your landlord. Don't be offended if you are asked to put it on paper – they are just trying to follow the rules.
- While your landlord will happily answer your questions and wants you to report issues, be mindful of going too far. Try to learn important basics of the property right away upon move in and handle some of the smaller maintenance tasks (changing light bulbs, unplugging the toilet, etc.) yourself to save yourself and your landlord some time with phone calls. Remember, your landlord has a number of tenants so be patient and respectful of their schedule. Always approach them with a friendly attitude.
- When issues do arise like problems paying rent, broken fixtures or appliances, and disputes with neighbors, report them right away and discuss them frankly with the landlord. Try to seek a solution to prevent something small from getting worse and potentially threatening your housing situation. Be reasonable in your requests and understand that each of you wants the same thing – a successful partnership.
- Remember that while your apartment is yours to use and enjoy, your landlord has the legal right to enter your unit for inspection, repairs and other purposes as laid out in your lease.

BUDGETING FOR HOUSING

Once you've secured a place to live, budgeting is more important than ever. A household budget must go beyond just the rent payment to ensure you can afford everything you need to be a successful tenant.

To create your budget, you need to add together all of your regular, consistent monthly income from things like a job, Social Security and VA benefits. Now add together all your monthly costs. Some of your costs remain the same from month to month, while others will vary. For costs that change like electricity or natural gas, you can ask for a monthly average for your unit to estimate costs. Subtract your total costs from your income. Hopefully there is money left over, but if your costs are too high, you will need to find some items to reduce or eliminate. It's important to be realistic with your budget and put the necessary needs over your wants.

Use this handy worksheet to help create your budget, https://www.consumer.gov/sites/www.consumer.gov/files/pdf-1020-make-budget-worksheet_form.pdf

Moving expenses

There are several one-time expenses that you will incur when you make your move to a new rental unit and these need to be budgeted for as well.

- **Security deposit:** Your security deposit and first month's rent will be due at lease signing. By law, the security deposit cannot exceed one month's rent, unless you are guilty of a crime in which case the security deposit may be up to two month's rent. If you own a pet, a pet deposit can be up to \$2,500 or two month's rent, whichever is more. Your landlord will hold your deposit in an account in which interest is being earned while you rent. It will be used to cover any repair or cleaning costs or unpaid rent

amounts when you move out and the rest, including any earned interest, will be returned to you.

- **Utility deposits:** If you pay for your utilities separately from your rent and directly to the utility company, you may have to pay a deposit or installation fee to connect your services. Your lease or a separate letter should state which utilities will be provided and what you will be responsible for on your own.
- **Transportation costs to move your belongings:** Whether you hire a moving company, rent a moving van or use your own vehicle to bring your personal possessions to your new home, these transportation costs need to be considered.
- **Other expenses to set up your home:** Moving into a new housing unit may require some new supplies or furniture, depending on what you already own. Be sure to think of anything you need to live in your new home like laundry baskets, garbage cans, toilet plunger, shower curtain, kitchen utensils, small appliances, vacuum cleaner, cleaning supplies, etc. While these may be small items, the costs can add up so it's important to plan for them.

Housing expenses

Rent isn't the only housing expense you will have on an ongoing basis. Be sure to include all of your housing expenses in your household budget and pay your bills on time to avoid costly late fees.

- **Utilities:** The billings for basic services like water, heat, and electricity must be paid each month for your unit or you could be going against your lease agreement. Costs will vary according to how much water, heat and electricity is used each month. Costs for other services such as cable, internet and phone will more than likely remain the same each month. Depending on when you first connect your service, the utility billing cycle may not

always start on the first of the month so the bill might be pro-rated.

- Renter's insurance: Policies will help pay all or a portion of the cost to replace items that are lost or damaged in a disaster or by theft.
- Cleaning supplies and other provisions: you are responsible for such items as light bulbs, garbage bags, laundry detergent, kitchen and bathroom cleaner, soap, etc.

MAINTAINING YOUR HOME

Maintaining your home is your responsibility as a renter under your lease agreement. You are responsible for paying the rent and you need to keep your rental unit clean.

Know everything about your home

To properly maintain your home, it is important to know where everything is located and how it operates. For example, do you know:

- Where and when to pay the rent?
- Who to talk to about reporting issues with your unit or building?
- Where you place your garbage for collection?
- Where the laundry facilities are located?
- Where you get your mail?
- Where you can find a fire extinguisher?
- Where in your apartment the electrical breaker panel is?
- Where the water shut-off valves for your unit are?
- It is important to know where things are located and how to operate them. (for example: appliances, air conditioner, and furnace)

If you don't know the answers to these questions or any others that may come up, you should talk with your landlord.

Safety and security

As a tenant, you have the right to a safe and protected unit, but you also have a responsibility to help ensure safety for yourself and others in the building. This starts by being aware of your surroundings and dangers that may be present.

- Keep your apartment door closed and locked. Always keep your windows and patio door closed and locked when you are away. If your building has secured outside doors, don't leave them propped open.
- Don't let strangers into the building and report any suspicious persons to the landlord.
- Be aware of your surroundings and don't be distracted in areas used by other people. Report to the landlord any safety concerns like burned out light bulbs or tripping hazards in hallways, the laundry room or lobby.
- Keep access codes a secret and don't allow others to see when entering them on the keypad.
- Eliminate fire hazards – only smoke in designated areas and use proper receptacles for ashes and cigarette butts; use cooking equipment including grills properly and keep flammable items clear of them; don't overload electrical outlets or use cords that are damaged; and always be aware when burning candles.
- Don't store gasoline, propane bottles or other highly flammable liquids or gases in your apartment.
- Don't keep valuables in plain sight in vehicles or apartment windows.

You also need to be prepared in the case of a disaster or emergency.

- Find out if there is a basement or storm shelter in your building in case of a tornado or severe thunderstorm and know how to get there. If there is no designated shelter,

you should move to an inside room away from windows on the lowest level until the danger passes.

- If there is an emergency, find the quickest and safest route out of the building and **then call 911**.
- Assemble an emergency kit with things like a flashlight, battery-powered radio, blanket, first aid supplies, ready to eat canned or packaged food, can opener, bottled water, medications, cell phone/charger, candles, matches and important documents and phone numbers. Be prepared to take the kit with you in case you must leave your apartment.

You should also make sure that the smoke and carbon monoxide alarms in your apartment are always in working order. Test them every two months and replace batteries regularly. **Notify your landlord immediately if the alarms are not working properly.**

Make your home a healthy one

Keeping your apartment tidy and clean is important for your own comfort and it is also your responsibility under your lease. A cluttered or dirty home is a danger not only to your health, but to the health and safety of everyone in your building.

- Keep clutter from piling up in doorways, windows and near heaters and electrical appliances to prevent fire hazards and to make evacuation or rescue from your home safe.
- Scrub showers, tubs, toilets and sinks and use fans to prevent mold and mildew from forming. Promptly report any water leaks to your landlord.
- Remove trash and properly store food to prevent bug and rodent problems.
- Keep floors clean by vacuuming and/or sweeping and mopping.
- Prevent dust and dirt build-up that can trigger allergies.

- Wash your clothes, bedding and towels regularly to prevent odors.
- Make sure everything in your home is working properly and make a written request as soon as possible to your landlord to repair those that are not.
- Talk to your landlord about your responsibilities outlined in your lease for maintenance and repairs.
- Clean up after your pets or service animals.

Keep your financial house in order

Maintaining your residence also comes with financial responsibilities.

- Pay your rent, utilities and other bills in full and on time. Don't pay in cash unless you pay in person and get a receipt. Keep receipts and copies of invoices and cancelled checks in case there is a question about a bill. If you are having problems paying your full rent, communicate your problem early and honestly with your landlord and ask to set up a payment arrangement.
- Save money for unexpected or higher than expected living expenses.
- Stick to your budget.
- If you live in income-based housing, keep copies of pay stubs, benefit statements and other documentation that will be needed for recertification. You will be required to provide these to your landlord at least on a yearly basis, so be sure to keep them where they can be easily found. Report any changes in your household income or size.

MAKING A REASONABLE ACCOMMODATION/MODIFICATION REQUEST

If you are a person with a disability, it is your right under the federal Fair Housing Act to request changes that meet your needs and to allow you full enjoyment of your apartment, including public and common spaces. It is important, however, to make the request to your landlord the correct way.

What is a reasonable accommodation?

Under the Fair Housing Act, a reasonable accommodation is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling unit. Examples of a reasonable accommodation include an assigned accessible parking spot for a person with a mobility impairment when typically parking spaces are not assigned; or permitting a person with a disability to have a service animal in their apartment when the building's policy is that pets are not allowed.

What is a reasonable modification?

A reasonable modification is a structural change made to the existing premises in order to afford a person with a disability full enjoyment of those premises. The housing provider must approve of the modification before it is made, but it is the tenant who is responsible for paying for the costs of the modification. The housing provider may require funds be set aside to restore the housing unit to its original condition at move out, minus any normal wear and tear, if it is reasonable to do so and the modification would hamper use and enjoyment by the provider or subsequent tenants. Examples of reasonable modifications include installing grab bars in the bathroom, widening doorways to allow for a wheelchair or installing a ramp at the main entrance of the building.

How do I make my request?

The Fair Housing Act doesn't specify the manner in which a request can be made, but it is recommended that you send a written letter to your landlord detailing the barrier you face because of your disability and how you propose to remedy it.

While you don't have to tell the landlord the nature or severity of your disability, there must be an identifiable link between the reasonable accommodation or modification being requested and your disability. A note from your doctor can help explain the need.

You should be very clear in your letter what policy or structural barrier is interfering with your use and enjoyment, why it is a barrier, and what you are specifically wanting to see changed. It is your responsibility to request the accommodation or modification, not the landlords to assume what is needed.

You can ask for a written response to your request within a certain amount of time and be sure to sign and date your letter. Keep a copy of your letter and any other paperwork for your records.

Can my request be denied?

It is unlawful discrimination under the federal Fair Housing Act to deny a reasonable accommodation or modification, but that doesn't mean any request you make has to be granted. If there is no disability-related need for the accommodation/modification, if providing it imposes an undue financial or administrative burden on the housing provider, or if it would fundamentally alter the nature of the provider's operations, they can deny the request.

Where can I get more information?

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/ReasonableAccommodations15

<http://highplainsfhc.org/fact-sheets>

MOVING IN

At the time you sign your lease and the landlord hands the keys over, they must provide you with a statement of the condition of your new housing unit. This is usually in the form of a check-in sheet and this is your chance to note anything that isn't in perfect condition. Both you and your landlord will sign this form and you should keep a copy of it with your lease agreement. If your landlord doesn't provide the form or schedule a walk-through, be sure to ask for it.

Make a note of even the smallest things will be important when it comes time to move out of the unit so that you aren't charged for damage done by a prior tenant. Taking photos of the unit and especially of damaged areas is highly recommended. You will use the property condition statement or check-in list to also check out.

Setting up utilities

You will need to contact the utility companies to have services turned on in your unit or switched to your name, if they are not provided. Your landlord will give you a list of utility providers, but it will be up to you to make contact.

Getting keys / key fobs made

It is a good idea to get an extra set of keys for your unit in case of emergency or if you misplace or lose your key. Please check with your landlord before getting additional keys made. The landlord may not always be available and getting a replacement

key could be more expensive than having it done yourself at a hardware store or locksmith shop. Keep any spare keys in a safe place where only you or those you trust can find them. Some keys clearly state "Do Not Duplicate" so be sure to follow the rules.

If you live in a secure building, you may be given a key fob. If you lose the key fob, report it immediately. Some landlords may charge a fee for a lost key fob.

Changing your address

Filing a change of address with the U.S. Postal Service will make sure that any mail you receive will find its way to you. A change of address form can be picked up at the post office or is available online at <https://moversguide.usps.com>. It's also important to make sure your employer, bank, government agencies and service providers you do business with have your new address so that you don't miss out or receive mail or payments. Under North Dakota law, you have 30 days to update your address in the driver's license or non-driver identification card system at the Department of Transportation. You don't have to get a new license and can do the address change online at <https://apps.nd.gov/dot/dlts/dlos/addressWelcome.htm>.

REQUESTING A REPAIR

If you have an appliance, fixture or even a part of your apartment that needs repair, you should notify the landlord right away. While most times a phone call is all that is needed, there could be times when you need to take extra steps to get the needed repairs completed.

What kinds of repairs should I notify my landlord are needed?

You are entitled to a safe and comfortable unit that agrees with building and housing codes and is kept in good working condition. You should let your landlord know that repairs are needed when there are problems with the refrigerator, stove or oven, a major plumbing fixture such as the toilet or sink, you do not have hot or cold water, heat, electricity or if there is something that may cause serious harm to your health or safety. You may also ask for repairs that the landlord is responsible to make under the lease agreement and which negatively affect your use and enjoyment of your housing unit, such as a patio door that does not function or a bug problem.

How do I request a repair?

First, review your lease agreement to decide whether certain repairs are your responsibility. Then, check to see if the landlord listed steps on how to request repairs. If so, be sure to follow this list. Next, you should send a written request to the landlord for the repair by certified, return receipt mail and keep a copy of the letter and receipt for your records. In some cases, it may also be a good idea to take photos of the needed repairs. It is important to have proof (with the mail receipt) of when the landlord received the request because you must give the landlord reasonable time to receive the notice and make the repairs before taking other action. What is “reasonable” depends on the type of repair being requested. While there is nothing in law stating the time, threats to life and safety, lack of water, working toilet, heat and electricity should be repaired within 24 hours of notification.

What happens if the landlord doesn't make the repairs?

If after a reasonable time the repairs are still not made, you have three options under the law:

- Have the repair made yourself and subtract the expense from the rent. You should notify your landlord in writing if you plan to do this so that you aren't evicted or sued for not paying your rent in full;
 - Be prepared to explain why you had the repairs made.
 - Call more than one repair man to find out the cost. Write down the amount of cost from each repair man and keep any notes and receipts.
- Take the landlord to Small Claims Court for the costs of the repairs and any expenses caused by the repair not being made; or
- After giving written notice to the landlord, move out of the apartment and end the lease. This should be a last choice and only used if there is a serious repair problem or building code violation. You should contact the local building or health inspector to confirm the seriousness of the problem.

Resources?

Landlord and Tenant Rights in North Dakota -

<http://www.ndaa.net/index.php/landlordtenant-rights>

Local Public Health Units -

<http://www.ndhealth.gov/localhd>

Building Codes -

<https://www.communityservices.nd.gov/buildingcode/>

Legal Services of North Dakota -

<http://www.legalassist.org/>

High Plains Far Housing

<http://www.highplainsfhc.org>

THE END OF YOUR LEASE

Once your lease ends, you have a choice to stay in your rental unit or move out – either way you need to follow the proper steps as outlined in your current lease.

Your lease will either be a monthly lease with no specific end date and will continue each time you pay the rent or a term lease that states how long your tenancy will last. Sometimes after your first term has ended, your lease may automatically renew if your landlord provides you a written notice. If you don't receive notice, it will change over to a month-to-month lease.

Lease renewal

Renewing your lease can be a chance to discuss and make new changes like the rent amount or length of your lease. Be sure to get a copy of the new lease and keep it with your records.

Moving out

If you choose to move out at the end of your lease term, it is important to follow the process listed in your lease. You may have to provide 30 or 60 days written notice to your landlord, depending on what type of lease you have.

To make sure that you get your security deposit back, leave your unit clean and in good shape.

- Closely follow the directions in the lease or those given by the landlord as to things like patching up and painting nail holes in walls, cleaning carpets and returning keys.
- Make sure all personal belongings are removed and carefully clean the apartment including all appliances.
- Before you leave, meet with the landlord to inspect the property's condition. Make sure you bring along your check-in sheet which listed any damages or issues that existed when you first moved in.

- Make sure all back rent and utility bills are paid.
- Call the utility companies to shut off services.
- Complete a change of address with the post office and provide your new address to your landlord.

If your landlord must make any repairs due to damage done by you, clean the apartment, remove any belongings you left behind or if you owe back rent, this will be subtracted from your security deposit. Your landlord must provide you with a detailed list of expenses. If you disagree with any expense, discuss them with your landlord and have proof/photos ready to provide to them. Your security deposit plus any interest earned on it minus any repair/damage expenses must be returned to you within 30 days of leaving the unit and the lease ending.

RENTER'S GLOSSARY

Appliances – Pieces of equipment to perform specific tasks like ovens, microwaves, furnaces and air conditioners.

Check-in/out Inspection – Also known as a walk-through, it is the tenant's and landlord's opportunity to examine the conditions of the unit being leased at the beginning and end of tenancy.

Common Areas – Rooms or spaces shared by residents of a building or complex like hallways, community rooms, workout facilities, laundry rooms and lobbies.

Fixtures – Any item permanently attached like ceiling fans, doors, carpets and window coverings.

Lease – a legally-binding contract between a tenant and a property owner to rent an apartment for a set period of time.

Lease Addendum – a legally-binding agreement between a tenant and property owner adding conditions and rules to a lease agreement. The rules on having a pet in the unit is a common lease addendum.

Property Condition Statement – Also known as a check-in/out sheet, it details the condition of the apartment and its appliances and fixtures at the time of initial lease.

Reasonable Accommodation – a modification of rules, policies, practices or services that affords a person with a disability equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

Reasonable Modification – a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises.

Recertification – Verification of eligibility of tenants in subsidized housing units.

Renter's Insurance – an insurance policy that covers the personal property of a renter in a leased residential unit.

Right of Entry – a landlord or property owner's legal right to enter leased property for emergencies, inspection, repair or other purposes written in the lease agreement.

Security Deposit – Also known as a damage deposit, it is an amount of money due to the property owner at the end of the lease to cover cleaning or repairing damage done to the leased unit.

Utilities – services such as water, sewer, electricity, and natural gas.



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