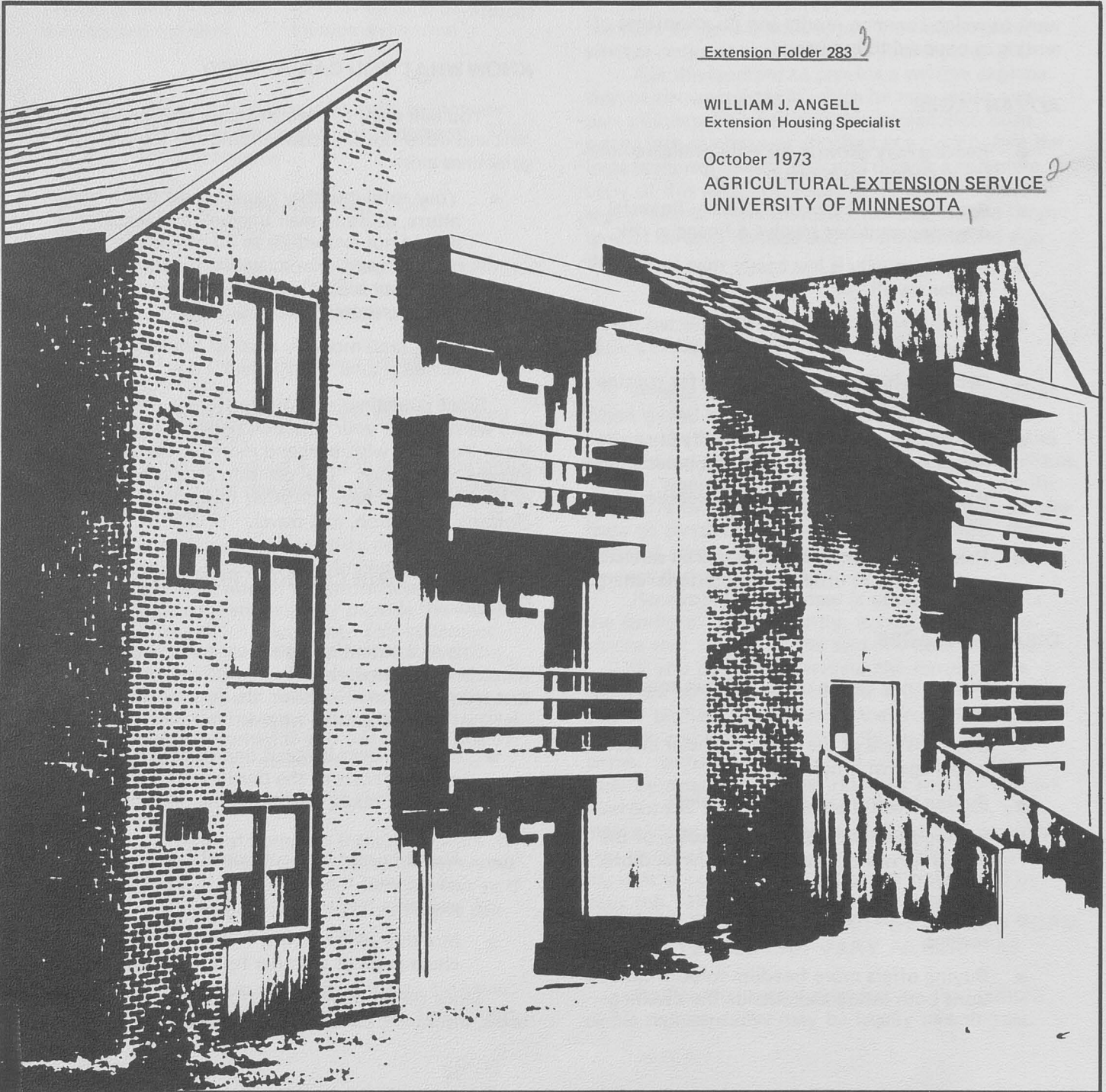


the renters' guide

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AGRICULTURAL EXTENSION SERVICE 2
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Choosing the right place to call home can be satisfying and rewarding . . . if you prepare yourself for the adventure. By beginning your search with mental energy rather than physical exercise, you can find the right place.

As a veteran renter or a beginner, you will be challenged by many important considerations. Your decisions will influence your eventual friendships, activities, and the amount of money you will spend for housing. Thus, you will want to make wise decisions.

Before considering the "finer points" of renting, realize that renting is not for everyone. You will want to weigh common merits and disadvantages of renting as opposed to buying.

ADVANTAGES

- Renting may provide the only available housing in certain locations.
- Renting does not require a heavy financial downpayment nor involve a financial risk.
- Renting usually is less costly than buying a similar dwelling.
- Renting avoids costly and unexpected maintenance bills.
- Renting often requires less time for routine maintenance.
- Renting allows freedom to readily change housing as family needs and resources change.
- Renting eliminates the costly expenses of selling.
- Renting sometimes includes special services and facilities at little or no additional charge.

DISADVANTAGES

- Buying may be the only choice in some locations.
- Buying is one of the safest financial investments against inflation.
- Buying is a form of (forced) savings.
- Buying costs are related to the value of the property, while part of rent is the landlord's profit.
- Buying costs may provide greater income tax savings.
- Buying offers more freedom to do what you want both inside and outside the dwelling.

- Buying eliminates waiting for someone else to make repairs or to do routine maintenance.
- Buying assures that you will not have to move because of a rent increase or because the lease was not renewed.
- Buying eliminates services or facilities which add to rent costs and may not be wanted.

Does renting appear to be your best housing investment at this time? If so, let's examine some important points that will help you enjoy renting more.

KNOW WHAT YOU CAN AFFORD

You will want to define a range in which your rent and other housing costs should fit. Several guidelines exist:

- Your total monthly housing cost (rent, furniture, utilities, maintenance, and insurance) should not exceed 25 to 30 percent of your monthly pay. For example, if your take-home pay is \$500, your housing cost should not be greater than \$125 to \$150;
- Your total monthly costs of housing should not be greater than 1-week's pay.

Since guidelines are for the average person, you will want to give your situation personal consideration. You may wish to spend more or less of your income for housing. This decision affects how much or how little you have for other things such as food, clothing, recreation, and travel.

WHAT IS A "FAIR CHARGE" FOR MONTHLY RENT?

One of a tenant's greatest concerns is monthly rent. In this regard, it is usually difficult to separate fact from opinion. However, the following guidelines can help determine what is "fair rent:"

- Monthly rent is about one-twelfth of the carrying costs of the dwelling unit (principal, interest, taxes, insurance, maintenance, utilities);
- Monthly rent is about one-eighth of the assessed value of the dwelling unit (this value is available from your county assessor);
- Monthly rent is about 1 percent of the purchase price of a similar house or apartment.

Since the landlord's costs for principal, interest, taxes, insurance, maintenance, utilities, and repair

may increase, you may expect similar rent increases.

Rent margins frequently parallel the "cost of living" trends, and, therefore, rent seldom decreases. For each dollar the "typical" landlord receives in rent, he pays the following expenses:

7 cents Profit and reserve	10 cents (up to 22 cents) Maintenance, repair, insurance
12 cents Overhead and payroll	18 cents (14 cents to 30 cents) Taxes
11 cents (5 cents to 15 cents) Vacancies and bad debts	42 cents (up to 45 cents) Principal and interest

The landlord may also raise rents to increase his profit if he feels his property is in demand. This is the owner's prerogative.

WHAT IS A CLEANING, DAMAGE, OR SECURITY DEPOSIT?

Often, you will be required to post a cleaning, damage, or security deposit before renting certain property. Reasons a landlord may require a deposit include:

- To back the rental agreement with a sign of good faith;
- To protect against possible damage caused by the tenant;
- To protect against a tenant leaving the property dirty or damaged beyond "normal wear-and-tear."

Usually, damage and security deposits are not wasted money. According to Minnesota Statutes, the landlord must refund the entire deposit with interest (5 percent annually) or provide the vacating tenant with a written statement. This statement must express the specific reasons for withholding any part of the deposit. The statement or the deposit must be provided within 2 weeks after the renter leaves the property. Thus, legally, your deposit should be returned if you fulfill the terms of your lease and do not damage the property.

The three types of deposits you may find are:

1. Damage Deposit.

This is the most common form of deposit. It must be returned unless the vacating tenant causes *physical damage* beyond normal wear-and-tear or if he causes *economic damage* by failing to give adequate written notice about moving.

2. Security Deposit.

This is similar to a damage deposit. However, additional conditions are required for a full refund.

For example, the tenant may be required to rent the dwelling unit for a specified period of time before the deposit will be refunded. Before a landlord can legally withhold any part of a security deposit, the tenant must sign an agreement or lease containing the additional conditions.

3. Cleaning Deposit.

This is a separate deposit that allows the landlord to use the tenant's money to clean or paint the dwelling after the tenant moves. Before this form of deposit is legally binding, the tenant must sign a lease or agreement containing the conditions of the cleaning deposit. A landlord, consequently, does not have to make a refund, pay interest, or provide written notice if he withholds a cleaning deposit.

Ask the landlord to provide a written explanation of circumstances in which he may retain any part of a deposit. Ask that this explanation be inserted into the lease or attached as a rider *before* the lease is signed. Make sure you receive a complete copy of this written statement. Finally, *before* you sign a lease or move into the dwelling, take an inventory of existing damage and have the landlord sign this list.

IS A LEASE IMPORTANT?

A lease is a written and dated legal document. When signed by the landlord and tenant, it binds both to the lease's terms. Thus, the lease specifies the landlord's and tenant's rights and responsibilities.

By signing a lease, you agree to pay a specific rent for a certain period of time. You agree to conform to certain provisions or rules. In turn, the landlord agrees to provide a dwelling and certain services during this time.

Remember that a lease is usually written for the *landlord*. Consequently, it may contain provisions that are not in the tenant's best interests.

If you do not understand the terms of the lease, ask someone else to read it (a friend, a lawyer, or perhaps a legal assistance group). In any case, do *not* sign until you fully understand the terms. Sometimes, a landlord will modify the lease by attaching written riders or making written insertions if this is requested. For example, you may wish to include a written clause that permits you to terminate the lease or to sublet the dwelling unit if you leave school or are transferred by your job. Here are some other suggestions:

REALIZE THERE IS NO "STANDARD FORM LEASE;" LEASES CAN VARY AS MUCH AS NIGHT AND DAY.

Realize that verbal promises by the landlord or his representative may be legally meaningless.

If the landlord made a promise not in the lease, ask him to attach a written rider.

Check for an *automatic renewal* clause which requires you to give written notice that you do not intend to renew the lease. If you fail to give the proper written notice, you may be legally bound to the same lease for another year. However, before automatic renewal can be enforced, the landlord must give the tenant written notice that the lease includes this clause. State law requires that this notice be given 15 to 30 days before the tenant must respond.

WHAT ARE YOUR LEGAL RIGHTS WITH OR WITHOUT A LEASE?

Certain state statutes and "common laws" apply whether or not you sign a lease. Under Minnesota state law, you enjoy some protection even if your lease states otherwise. For example, provisions clarify the following items (FOR SPECIFIC LEGAL INTERPRETATION, CONTACT AN ATTORNEY):

REASONABLE REPAIR -- The landlord must keep your dwelling in "reasonable repair." He must maintain the property in compliance with the health and safety laws of your community and state. In other words, maintenance and repair is solely the landlord's responsibility unless *you sign a written waiver* or lease that requires you to perform specified repairs or maintenance; or you or your guests cause damage.

NOTE: FAILING TO PROVIDE ADEQUATE WRITTEN NOTICE IS A MAJOR PROBLEM THAT YOU CAN AVOID IF YOU UNDERSTAND YOUR LEGAL OBLIGATIONS.

EVICTION OR TERMINATION OF OCCUPANCY-- This provision states that the landlord must give the renter notice that he wishes the tenant to move. If the tenant owes rent, a court hearing must be held before the tenant is evicted. Likewise, the tenant is obligated to provide written notice to the landlord before he moves. In both cases, notice must be provided 30 days before the intended or requested move, *and* the notice must be delivered at least the day before monthly rent is due. For example, if you are moving June 1 you, (or if you are being evicted, the landlord) must give written notice on or before April 30. On a weekly rental basis, written notice must be provided at least the day before the rent is due and 1 week before you move.

Other statutes forbid eviction because of race, religion, or national origin. If you believe you are a victim of discrimination, contact your local human or civil rights department, county attorney, the Minnesota Office of the Department of Housing and Urban Development, or the Minnesota Department of Human Rights. Contact your local organizations first for quickest results. If you need help reaching state or federal agencies, your county agricultural extension office can provide assistance.

RETALIATORY EVICTION -- The landlord may *not* evict a tenant, increase the rent, or decrease the service because the tenant reports a violation of health, safety, housing, or building codes. Likewise, the landlord may not retaliate if the tenant attempts to enforce the rights defined in the lease. However, this does not relieve the tenant's responsibilities specified within the lease.

RENT INCREASES -- The landlord must give advance written notice of increased charges for rent. This notice must be presented at least 1 month prior to the monthly rent increase. For weekly rent, this notice must be at least 1 week prior to the increase.

HOLDING TENANT'S PERSONAL PROPERTY -- In most cases, a landlord may not prevent a tenant from removing his personal property. If a landlord prohibits you from removing your personal property from the dwelling, seek prompt legal assistance.

RIGHT OF ENTRY -- Unless the lease or other written agreement specifies otherwise, the landlord may only enter your dwelling unit without permission to make necessary repairs, to protect the property, or in an emergency.

UTILITIES -- The landlord may not turn off a tenant's heat, water, gas, or electricity except to make necessary repairs and then for only the time required to make these repairs.

State statutes and common law cover the basic elements of landlord-tenant relations. However, a lease can clarify other rights and responsibilities and add greater security to renting. If possible, get a written lease to protect yourself.

RESTRICTIONS

Restrictions are another frequent source of conflict between landlords and tenants. Although there are many combinations of rules and regulations, the following items are often restricted:

- pets;
- use of laundry facilities;
- recreational and common use facilities;
- alterations by tenants including painting and picture mounting;
- parking for tenants and guests;
- parties and “noise;”
- special furniture such as water beds and hot plates;
- use of grounds for outdoor games, gardening, or other purposes;
- children .

You should examine written regulations to determine if they are compatible with your living patterns. If the restrictions are not favorable, you have three alternatives:

- rent the dwelling despite unfavorable restrictions;
- ask the landlord to modify the restrictions;
- look for another place to rent.

If you ask the landlord to modify rules, you may have to post a higher damage deposit.

Remember, restrictions may protect your interests. Rules can encourage peace, quiet, privacy, and the other qualities that make a place “home.”

HOW DO YOU FIND THE “BEST” PLACE TO RENT?

Defining what you need and want is the best way to begin your search. Make two lists: one containing what you must have; and another containing what you would like to have. Consider your interests, activities, and personal likes and dislikes. They influence the facilities you are searching for.

Next you will want to determine the most desirable location in relation to:

- your work or school;
- shopping facilities;
- church;
- recreational areas;
- public transportation;
- day care centers and children’s play areas.

Finally, you may wish to use the following to refine your selection to fewer alternatives:

- Friends in the area;
- Want ads and direct inquiries;

- Personnel office, if you have a new job;
- Student housing office, if you are going to school;
- Yellow pages of the phone directory to find real estate agents handling rentals, apartment complexes, and rental or referral services. There may be a charge for rental services. Usually these services do not rate the quality of units they offer.

SPECIAL NOTES FOR THE APARTMENT SEEKER

The last important step in selecting the right place to call home is to compare apartments. Begin by considering problems other apartment dwellers have experienced. A national survey reveals several frequent complaints about apartments:

- noise and acoustics from adjacent apartments, from the plumbing, and from the hallway;
- trash disposal;
- parking facilities;
- maintenance of entrances, halls, and grounds;
- air conditioning.

To avoid these and other potential problems, you should consider the following:

- management and maintenance;
- security;
- acoustics, soundproofing, and other tenants;
- facilities and services.

Gain a feeling of the “management atmosphere” by talking with the landlord, by asking residents about the service provided, and by observing the upkeep of halls, stairs, elevators, entrances, and grounds.

In many apartments, special consideration has been given to security systems including closed circuit television, electrically-controlled locks on hallway doors, and deadbolt locks on apartment doors. Make sure these systems operate and that you know how to use them. Ask the landlord to demonstrate them.

A tremendous variation in sound control exists. Thus, you will want to consider two basic factors:

- Acoustical properties of the building. To determine this, find two adjacent apartments. Leave a blaring radio in one, and return to the other apartment to listen. If there is an apartment above the one you are considering, ask if the floor is carpeted and/or if resilient ceiling clips have been used. These

help reduce "impact noise." If the apartment is near the stairs or elevator, there may be more noise. Also, ask other tenants how quiet the building is, especially the plumbing.

- Activities of neighboring tenants. Check with neighbors to see if they entertain extensively or enjoy loud music. The more similar your lifestyle is with other tenants, the less likely hard feelings will develop because of noise.

In some apartment complexes, special facilities and services may be provided at no extra charge. However, they are financed through your rent. Thus, if these facilities and services do not interest you, you may want to look elsewhere.

The following checklist will help you compare apartments or houses. This information may be obtained from the landlord, from your observations, and from tenants.

ANSWERS (circle)

ITEM (consider)

YES NO

YES NO

House or Apt. 1	House or Apt. 2	House or Apt. 3			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
\$ _____	\$ _____	\$ _____			
YES NO	YES NO	YES NO			

GENERAL

- After analyzing the advantages and disadvantages of renting, do you feel renting is your best choice?
- Have you considered how much and what type of space and equipment you need and want?

MONTHLY EXPENSES

- How much is the monthly rent?
If the following are not included in your rent, enter the anticipated amount:
Water and sewer;
Electricity;
Gas (natural or bottled LP);
Phone;
Trash collection;
Snow removal;
Lawn maintenance;
Access to recreational facilities;
Rent increase if guests and friends live with you for an extended time;
Other (specify)? _____

TOTAL MONTHLY OPERATING EXPENSE (add)

Is your monthly expense less than 1-week's take-home pay?

INITIAL EXPENSES

If the following charges are involved, enter the amount:

\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____
\$ _____	\$ _____	\$ _____

- Cleaning deposit (usually not refunded);
- Damage deposit;
- Security deposit;
- Utility service deposit.

House or Apt. 1		House or Apt. 2		House or Apt. 3	
--------------------	--	--------------------	--	--------------------	--

LEASE

YES	NO*	YES	NO*	YES	NO*
-----	-----	-----	-----	-----	-----

■ Does the *written and dated* lease contain all of the following: length of tenancy; how and when the lease can be terminated or renewed; subletting privileges and accompanying rental fee; total monthly rent and service charges; restrictions and regulations; and guarantees and oral promises of the landlord or his representatives?

YES	NO*	YES	NO*	YES	NO*
-----	-----	-----	-----	-----	-----

■ Have you made sure that no lease provisions or waivers are undesirable? These may include: releasing the landlord from maintaining and repairing the dwelling; allowing the landlord to enter the dwelling without your permission; allowing the landlord to place a lien on your personal property for non-payment of rent; or releasing the landlord from providing heat, water, and other utilities?

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

■ Have you asked the landlord to delete any unfavorable provisions or waivers or otherwise revise the lease? Make sure this is done *before* you sign the lease.

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

■ Do you fully understand all terms of the lease?

RESTRICTIONS -- REGULATIONS

■ Are the following prohibited, and are they *desirable in your* situation?

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Unsolicited salesmen;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Children;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Pets;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Late and noisy parties (how is this enforced?);

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Storage or repair of boats, snowmobiles, or inoperative cars;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Special furniture such as water beds or hot plates;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Use of laundry facilities;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Parking and number of cars allowed;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Use of outdoor grounds;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Painting or papering walls;

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

Mounting pictures on the walls.

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

■ Are the restrictions, regulations, and/or rules in writing?

MANAGEMENT -- MAINTENANCE

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

■ Does the owner, manager, or caretaker live in or near the building?

YES	NO	YES	NO	YES	NO
-----	----	-----	----	-----	----

■ Does the manager require a high level of maintenance of common areas (halls, stairs, walks, etc.)?

Who does the maintenance?

House or Apt. 1		House or Apt. 2		House or Apt. 3	
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO

LOCATION

- Is the dwelling near schools, stores, church of your choice, your work, recreational areas, and other desirable facilities?
- Is the property free from heavy traffic, dust, dirt, noise, and other pollution?
- Is the property free from threat of flooding?
- Is the neighborhood zoned for nonindustrial use?

LOT

YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO

- Are paved streets, driveways, and public walkways provided?
- Are the streets and walkways well-lit at night?
- Does the dwelling receive maximum sunlight and protection from wind, rain, and snow?
- Is the view pleasant and likely to remain unchanged?
- Is there privacy in the yard, patio, or deck?
- Is space for a garden available?
- Is pedestrian and automobile access direct, simple, and easy?
- Is offstreet parking for two cars available?
- Are the grounds well-landscaped, attractive, and well-maintained?
- Is safe and secure storage provided for bicycles, gardening equipment, large toys, and lawn furniture?

EXTERIOR

YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO*	YES	NO*	YES	NO*

- *Siding* -- Is the exterior attractive and in good condition?
- *Roofing* -- Does the dwelling have a roof overhang to help reduce glare?
- *Windows* -- Can the screens be removed for easy window washing?
- Are the windows sealed, caulked, and free from draft?
- Are the walls below the windows free from water streaks?
- *Doors* -- Are there at least two doors from the unit for convenience and safety?
- Can you securely lock the doors? Deadbolt locks are recommended.

UTILITY SYSTEMS

YES	NO*	YES	NO*	YES	NO*
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO

- *Lighting and Ventilation*
 - Do the windows provide adequate natural illumination?
 - Does the home have good artificial lighting, especially in the kitchen and bathroom?
 - Does the window arrangement provide good cross ventilation?

House or Apt. 1		House or Apt. 2		House or Apt. 3	
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO*	YES	NO*	YES	NO*
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO
YES	NO	YES	NO	YES	NO

■ *Lighting and Ventilation (cont.)*

- Do the windows open and close smoothly?
- Does the air conditioner operate properly?
- Are there vented exhaust fans in the bathroom and over the kitchen range?

■ *Heating and Insulation*

- Is the supply of heat adequate?
- Is there a thermostat in your unit so you can control heat without asking the caretaker?
- Is the thermostat in a satisfactory location?
- Is heat distribution adequate? Look for hot air registers or heating elements along the base of exterior walls and under windows.
- If you have a forced-air heating system, are cold air returns provided in all the rooms? Less expensive systems without cold air returns have 2- to 3-inch gaps beneath interior doors. These may cause drafty conditions.

■ *Plumbing*

- Are your plumbing fixtures attractive and easy to clean?
- Do the toilet, dishwasher, and other plumbing facilities operate quietly?
- Do you have an adequate supply of hot water? You may find the supply inadequate if it is shared with other apartments.

■ *Electrical*

- Does the dwelling have at least 50 amp service or 100 amp service if you have a washer, dryer, air conditioner, garbage disposal, or dishwasher?
- Are adequate electrical outlets provided, and do they operate properly? At least one per wall should be located in each room and over the kitchen counter. They should be no more than 12 feet apart.
- Are there enough switches to light your way through the dwelling?

INTERIORS

- Does the floor plan provide space for activities and privacy?
- Will the areas in which your activities take place be free from family traffic?
- Does the dwelling have adequate storage space? This should include a closet close to the front door, at least 4 feet of rod space for each family member's clothes, linen storage, kitchen storage for equipment and food, and seasonal storage?

House or Apt. 1		House or Apt. 2		House or Apt. 3		<i>INTERIORS (cont.)</i>
YES	NO*	YES	NO*	YES	NO*	■ Can you securely lock these additional storage facilities?
YES	NO	YES	NO	YES	NO	■ Is the interior design attractive?
YES	NO	YES	NO	YES	NO	■ Do the furnishings, materials, and equipment promote easy maintenance? For example, shag carpet is difficult to keep clean in the kitchen and around exterior doors.
						■ <i>Furniture</i>
YES	NO	YES	NO	YES	NO	● Is there quality construction throughout the furnishings?
YES	NO	YES	NO	YES	NO	● Are all joints firm, closely fitted, reinforced, and strongly glued?
YES	NO	YES	NO	YES	NO	● Is the wood finish neat, smooth, and attractive?
YES	NO	YES	NO	YES	NO	● Do drawers operate smoothly?
YES	NO	YES	NO	YES	NO	● Is upholstered furniture comfortable?
						■ <i>Appliances</i>
YES	NO	YES	NO	YES	NO	● Are the kitchen appliances the type, size, and quality needed?
YES	NO	YES	NO	YES	NO	● Are the appliances clean, and do they operate properly?
						■ <i>Other</i>
YES	NO	YES	NO	YES	NO	● Is acoustical insulation used between apartments?
YES	NO	YES	NO	YES	NO	● Are laundry facilities available? If so, where are they located, do they operate properly, and what is the cost?
YES	NO*	YES	NO*	YES	NO*	● Does the house or apartment have fire extinguishers?
						● When were the extinguishers last checked?
YES	NO	YES	NO	YES	NO	● Is it convenient to carry in groceries and carry out garbage?
YES	NO*	YES	NO*	YES	NO*	● For the money you will spend, will the dwelling permit the type of life you and your family want?

NOTE: IF ANY OF THE STARRED * QUESTIONS WERE ANSWERED NO*, DO NOT SIGN A RENTAL AGREEMENT UNTIL YOU CAREFULLY RE-EVALUATE THE SITUATION.

COMPLAINTS -- SOLVING ANY PROBLEMS THAT MAY ARISE

Minor problems may develop after you move into your new home. For example, your thermostat may not work properly, a faucet may leak, or a window may not properly seal. If problems occur, you should:

- contact the caretaker in person or by phone if the problem needs immediate attention; or
- put your complaint in writing and deliver it to the caretaker *if* the problem is not especially serious or it is of a reoccurring nature.

If these do not bring the desired response, contact the building owner or landlord. If the problem still is not resolved, you may wish to contact:

- A local tenant union or legal assistance group;
- Your local housing inspector, building inspector, or the health department if the problem is related to health or safety;
- If local assistance is not available, your county agricultural extension office can provide addresses and phone numbers for the following agencies:
 - Minnesota Apartment Association for general problems;

- Minnesota Tenants' Union for general problems and referral;
- Minnesota Department of Health or State Building Code Division for problems of health or safety;
- State fire marshal for problems relating to fire hazards;
- Minnesota Department of Human Rights or the Minnesota office of the Department of Housing and Urban Development for problems relating to civil rights or discrimination.

As a final recourse, you may find it necessary to sue your landlord in conciliation court. For more information, contact an attorney, a local legal assistance group, or the Minnesota Tenants' Union.

If a problem develops, try to remain cool and pleasant. Usually the landlord will do everything possible to quickly resolve your complaints. It is in his best interests to do so. However, he may be unable to respond to your needs as rapidly as you wish.

SUGGESTIONS TO CONSIDER THE DAY YOU MOVE IN

Renting will be more satisfying if you follow these suggestions:

- Keep your relationship with the landlord business-like by:
 - Reporting all problems as they occur even if you are at fault;
 - Placing all your communications to the landlord in writing;
 - Retaining a copy of your written communications and receipts;
- Demonstrate your good faith by:
 - Promptly paying your rent and utility bills;
 - Insuring that your family, friends, and pets do not abuse the property or the rights of other tenants;
 - Keeping the property clean.
- When you decide to move, make sure you:
 - Provide proper and legal written notice in advance;
 - Send change of address cards to friends and others who send mail to you;
 - Leave the property well-cleaned (Ask the landlord for his suggestions);

- Clean and repair walls, floors, windows and mirrors, light fixtures and bulbs, bathroom and plumbing fixtures, and the kitchen. Give special attention to the stove and oven. Defrost the refrigerator and freezer. Clean all cabinets and storage areas.
- Prepare a checklist. Ask the landlord to go through the property with you. Then ask him to sign the checklist stating that no damage was done or that you both agree to the specific damage as noted in writing. Return all keys and leave a forwarding address so you will receive correspondence as well as your refunded deposit.

OTHER EXTENSION PUBLICATIONS YOU WILL FIND HELPFUL

- Arranging Furniture (Pamphlet 216)
- Balancing Your Housing Needs and Resources (Folder 267)
- Cleaning Products (Fact Sheet HE 20)
- Furniture Selection 1, Before You Buy (Bulletin 317)
- Furniture Selection 2, Upholstered Furniture (Bulletin 318)
- Furniture Selection 3, Wood Furniture (Bulletin 319)
- Hanging Pictures (Bulletin 325)
- Selecting a Refrigerator (Fact Sheet HE 5)
- Selecting a Dishwasher (Fact Sheet HE 15)
- 13 Questions When Buying Household Equipment (Folder 252)



Extension Folder 283

AGRICULTURAL EXTENSION SERVICE

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