



Choosing a Place to Rent

Choosing a place to rent is a big decision. To find places for rent, talk with friends, co-workers, and family. Check store bulletin boards, real estate offices, and newspapers. Drive or walk through the area in which you want to live.

You need to think about many factors when looking at rental housing. Read the list below. Decide what items are most important to you. Check for these features when you look at apartments and houses for rent.

Rental Housing Checklist

Outside

- Good locks and security.
- Clean and well-kept.
- Solid outside construction.
- Good outside lighting.
- Water drains away from the building.
- Parking for car(s) nearby.

Inside

- Rooms are the right size for your needs.
- Enough storage space.
- A good layout of rooms.
- Enough wall space to place furniture.
- Walls are sound proof so you won't hear plumbing, neighbors talking, etc.
- Good view of outside.
- All appliances work.
- Clean, low cost heating.
- Windows, doors, walls, ceilings in good shape.
- Nice appearance.
- Easy care carpet or flooring.
- Extras--dishwasher, disposal, patio or balcony, air conditioning.

Services and Facilities

- Near shopping, schools, trains, buses and doctors.
- Locked mailboxes and a place to receive packages at an apartment; a mailbox for a

house.

- Secure storage area.
- Regular trash pickup.
- Repairman or landlord on call for emergencies.
- Laundry room, window washing, recreation facility, etc.
- An apartment elevator(s).
- Easy-to-find fire exit in a rental unit.

The landlord will ask you to fill out an application. You may have to pay a fee. This fee holds the apartment or house while the landlord checks your credit, job and rental background.

Once your application is accepted, the landlord will ask you to sign a lease. A lease is a legal contract. It describes the landlord's responsibilities and your responsibilities. This lease should protect you against rent increases for the term of the lease.

Read the lease carefully before you sign. The landlord should fill all the blank spaces on the lease before you sign it. Also, you should look for answers to these questions:

- Does the rent cover heat, water, or electricity?
- How much extra do you have to pay if you are late with the rent?
- Does the landlord do all repairs and upkeep?
- If you have to move before the lease is up, do you have to pay an extra fee? Can you rent the house or apartment to someone else?
- Do you have to pay a security deposit? How much is it? What must you do to get your deposit back when you move out?
- What are the rules you must follow?
- Did the landlord and you make special agreements about the rental? These should be written in the lease and initialed by both of you.
- Are pets allowed?

To protect yourself, go through the house or apartment with the landlord at the time you sign the lease. Note any damage that the last tenant did. Record damage in writing or with pictures.

These steps should lead you to the apartment or house that will be just right for you.

Prepared by [Katherine J. Reuter](#), Consumer and Family Economics Educator, University of Illinois Extension.

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THE RENTAL FORUM

Roommate chaos erupts when job lo

By ROBERT GRISWOLD
Inman News

Q: My roommate lost her job a few months ago and moved her boyfriend into our rental without my permission. He isn't working either and has no money.

Each month we would pay our respective 50 percent share of the rent directly to the landlord, and some months I covered a portion of her share. Since we moved in two years ago, I consistently have paid my share of the rent and my roommate now is only paying a portion of her share.

Apparently, she lied to me and didn't pay any of her portion of the rent last month. I have just learned my roommate hid the fact the landlord had served us a legal notice for non-payment.

I have contacted the landlord and tried to explain the situation and she tells me my problems with my roommate are not legitimate excuses to not pay the rent. While I understand her position, I was able to negotiate if we leave immediately the landlord will drop the legal action and we can make payments on the unpaid rent.

However, my roommate and her boyfriend are refusing to leave since they do not have any money or anywhere to go. They claim they will get a new roommate and everything will be fine.

How can I be held responsible for this mess since I am the only one paying my share of the rent?

What happens if my roommate and her boyfriend refuse to leave? Am I still responsible if they stay and find a new roommate? What about my share of the security deposit? I want to get out of this mess as soon as possible. Finally, how do I get my roommate to pay me for her share of past rent that she didn't pay?

A: Property Manager Griswold replies: You and your roommate are joint and severally responsible for the lease and all of the obligations created by signing that legal document.

Thus, the landlord can seek enforcement of the terms of the lease, including payment of all of the rent, from either you or your roommate.

Landlords generally will go after the tenant that is more likely to make the payment of past due rents and are not concerned about any internal agreements about the living arrangements or payment burdens.

You could very likely be left holding the bag for all of the problems created by the roommate.

It is important to clarify some erroneous assumptions or false impressions in your question.

First, there is no such thing

While the landlord has an affirmative duty to your damages by making reasonably diligent property, you and your roommate remain joint responsible for all rent and any reasonable cost property incurred by the landlord as the result of the lease.

as "my share" and "their share" of the rent or any other obligations as far as the lease or contract with the landlord is concerned.

You may have a verbal or written agreement between you and your roommate and that is not relevant or binding upon your landlord.

In other words, the full rent needs to be paid to the landlord in a timely manner each month regardless of any financial challenges faced by individual roommates.

Also, the receipt by your roommate of the legal notice for non-payment of rent is binding on both of you whether your roommate tells you or chooses to hide or destroy it. This is why it is imperative you make sure you receive a receipt from the landlord each month showing the rent has been paid in full especially if you didn't make or at least personally observe the entire payment being made.

Next, the fact the roommate will not leave the property means both of you still are in possession of the rental unit.

Again, while the failure of your roommate to vacate may give you some additional bases upon which you can sue your roommate, the bottom line is the landlord will be looking for the rent up until the rental unit has been completely vacated.

The only way you will be able to "get off the lease" is with a written release from the landlord who will do so only if it is in their best interests.

You seem to be the more responsible party so the landlord is not motivated to let you off the lease until they know your roommate, her boyfriend and the new proposed roommate meet all of their rental qualification criteria.

By the way, if the landlord is prudent, they are not going to be sending you the security deposit or "your share" of the security deposit as the entire security deposit should run with the lease and not be accounted for and/or returned until the tenancy ultimately is terminated sometime in the future. Thus, any arrangements for you to receive any or all of the security deposit are between

Household

reasonable costs of re-renting the property incurred by the landlord as the result of your breaching the lease.

As you have experienced, a poor choice of a roommate can lead to very serious problems.

If you happen to select an irresponsible roommate, they can leave you holding the bag financially and ruin both your credit and tenancy history.

For all of the above reasons, this is the reason I always recommend roommates should check each other out more carefully than the landlord checks you out.

At this point, I strongly urge you to use all efforts to get your roommate and her boyfriend out of the rental unit and let the landlord re-rent the property to someone else before you end up paying more rent and damages due to your roommate's irresponsible behavior.

Then document all of the costs and expenses incurred by you beyond your agreement to share costs, and pursue the balance owed to you — first with a demand letter and then small claims court.

This column on issues confronting tenants and landlords is written by property manager Robert Griswold, author of "Property Management for Dummies" and co-author of "Real Estate Investing for Dummies," and San Diego attorneys Steven R. Kellman, director of the Tenant's Legal Center, and Ted Smith, principal in a firm representing landlords. E-mail your questions to Rental Q&A at rgriswold.inman@retodayradio.com. Questions should be brief and cannot be answered individually.

Things to know about buying a house:

- If you want the house, you usually are expected to pay \$1,000 down to hold the house.
 - Tell them, but they most likely won't cash the check until your loan has cleared.
- Closing takes one month.
- Have an idea of when you want to move in when you look at a house.
- LD Mechanical Contractors is a good place to ask for inspections of heating, cooling, and plumbing. They charged me \$80 to inspect our new house.
- Offer low, but not insultingly low
- After you decide on a house, name what all you want to keep (window treatments, frig, storage shed, range, dishwasher, garbage disposal, ceiling fans, garage door openers, etc.)
- To get a fixed rate (and cheaper rate for your loan), you have to put 20% down.
 - This means you are mortgaging 80% of the loan.
- Find out where the exact property line is.
- Are you in a subdivision? They have their own rules they can enforce.
- Can you make improvements to the property?
- Floor plan of the house.
- Previous year's utility bills.
- Very important!!!! – Why did the previous owners leave?
- Visit the neighbors and ask about the house history, owner's history (fighting, etc.), and neighborhood.
- Call the Assessment Office to find out who owned it when, and what price they paid for it.
- To get the loan, you will probably need 2 year's of W-2's plus the most recent 30 day's pay stubs.
- Police Department to find out if there are any convicted sexual predators in the neighborhood.

Here are some of the fees you have to pay (I think, I can't remember whether the buyer or the seller pays this stuff):

- \$450 title and first yr insurance
- 50 attorney fees
- 162 deed stamp
- 25 termite inspection (required by law)
- 22 mortgage release
- _____ taxes
- _____ taxes for the rest of this year
- _____ any other inspections

BUT MOST IMPORTANTLY OF ALL, SHARE YOUR OPINIONS WITH EACH OTHER, SHARE THE WORK 105% EACH!! DISCUSS ANY RESERVATIONS YOU HAVE AT ALL WITH EACH OTHER! KEEP THE COMMUNICATION OPEN, OPEN, OPEN!!!!