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**Tenant Friendly Tips**

At one time or another most of us will rent or have rented an apartment. However, most of us don't ever read or comprehend the legally binding document that we sign when we agree to rent an apartment. Admittedly, even after three years of legal training, I didn't fully read my first lease after law school. Whether you're renting your first apartment or you've been renting for years, here are some tenant friendly tips.

1) **Read the Lease:** A lease does not make for interesting reading, and often the font size is so small that you'll be left crossed eyed by the second page. Nonetheless, you should read the lease carefully in its entirety. Don't feel rushed to read and sign the lease at the landlord's office. Ask for a copy of the lease, take it home with you and read it without the pressure of the landlord looking over your shoulder. Read the lease for issues that may be particularly important to you. For instance, does the lease allow pets? Also, don't be shy about discussing the lease with the landlord and asking questions. A good landlord should be willing to walk through the lease with you.

2) **Put Everything in Writing:** During typical lease negotiations, there may be promises or assurances made by the landlord that are never documented in writing. For instance, the written lease may expressly prohibit pets but the landlord may verbally tell you "Don't worry about it; you can have Fido in your apartment. Just make sure that he doesn't cause too much trouble." Unfortunately, and despite the landlord's good intentions, you will be in default under your lease if you keep Fido in the apartment. Everything that is important to you must be provided for and agreed to in writing.

3) **Do a Walk-through:** Set aside time before you move into your new apartment to walk-through and inspect the unit for issues and defects. Run the shower, flush the toilets, turn on the stove, etc. I suggest that you use an apartment inspection checklist during the walk-through to ensure that nothing major is missed. It is also important to do a walk-through inspection at the end of the lease term (preferably with the landlord and the initial checklist in hand).

4) **Security Deposit:** Until a landlord has a lawful and valid reason to draw down on a security deposit, the security deposit is your money. It is illegal for a lease to provide that the security deposit is nonrefundable. Furthermore, in California there are only four circumstances under which a landlord can withhold your security deposit: (a) past due rent; (b) cleaning the unit to the condition it was in prior to your occupancy; (c) repairing damage to the unit that is beyond normal wear and tear; and (d) if provided for in the lease,



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restoring and replacing personal property items (e.g., furniture) for damage that is beyond normal wear and tear. In no event can the landlord use your security deposit to pay for (x) damage which existed prior to your occupancy, (y) conditions caused by normal wear and tear or (z) cleaning a unit that is already as clean as it was when you moved in.

5) **Give Proper Notice:** Make sure to give all notices to the landlord in the manner required under the lease. When there's an issue, tenants tend to address the problem by talking to the landlord in person or slipping a note into the manager's mailbox. Although these methods work most of the time without any problems, in order to protect your rights, if there is a substantive issue, you should give written notice to the landlord as prescribed under the lease. Don't forget to make a copy of your notice for your records.