
BEFORE YOU RENT



So, you've decided to rent. **LOOK BEFORE YOU LEAP!** What you do *before* you put any money down or sign any paper could be more valuable than anything you do after you enter into a new rental relationship. **TAKE YOUR TIME AND BE THOROUGH!**

START YOUR RENTAL FILE NOW!

A rental agreement is a business contract, so **KEEP RECORDS!** Remember, these forms have your personal information on them, so they should be kept together and in a secure place. You may use a large envelope, a file folder, or a more formal system. You will want to have a copy of any lease agreement, move-in checklist, inspections, maintenance requests, notices, special agreements, and/or forms you sign. You should request and keep receipts for all payments you make whether you pay by money order, cashier's check, personal check, cash, credit, debit, or online.

WHAT DO YOU NEED?

It goes without saying that people have to balance what they need vs. what's available. Before you start looking for a place, hopefully you've asked yourself (and answered) the following questions:

A. Where? Is the place quiet enough? Is it too quiet? Will I be close enough to work? Church? Is it near a bus line? Stores? Do I feel safe there? If I have a family, is it close to schools? Play space and recreation?

B. Does it match who I am? If I'm elderly, does it have too many steps? If I am young and entertain a lot, will I be able to do it? Can I plant a garden? If I like to work on my car, can I? Is there a garage or off-street parking? Can I have a pet? Take the time to think about your needs and wants before you start looking.

C. How much does it cost? It's generally recommended that you should not spend more than 30 – 40% of your monthly income on total housing cost, which means rent plus utilities. For people on limited incomes, this is often very hard to do. Things that are important to consider include what utilities you will be responsible for and whether there are other costs you'll need to figure in. Your landlord or your local utility companies should be able to tell you what utility usage and costs have been for the past couple of years. Are you responsible for cutting the lawn? If you are, and the landlord won't provide the mower, maybe you'll have to pay somebody to do it. You may have move-in expenses such as utility deposits, truck rental, and furniture and drapery purchases. Sometimes two people decide to rent a place together. You both should be sure of what happens if one of you decides to move out! You may be stuck paying everything if your roommate moves and you can't find someone else to share the cost.

D. How long do I want to live there? This question comes up when it's time to decide on a lease. If you think you might be moving, getting married or getting divorced, or if there is any uncertainty in your life which might make for a questionable length of stay, think twice about signing a long-term lease. You may want a written agreement but on a month-to-month basis. Everyone should check to see what provision there is for breaking a lease, if the need arises. Don't just accept a verbal promise of, "We can work it out if something happens." Know what it is, and have it in writing. If the terms aren't right, don't move in!

FINDING A PLACE

Once you've answered all these questions, it's time to find a place. The most common way is to check the newspaper or on the internet. Sometimes people post notices on public bulletin

boards in stores and laundromats or on websites. Real estate companies manage rental properties; you can call or check the websites of the ones listed in your phone book and ask them. If there's a neighborhood you particularly want to live in, it may be worthwhile to drive through it and see if there are any "For Rent" signs. If you see a place that looks vacant, but there's no sign, you can call or check with the County Clerk or County Appraiser's website to see who pays the taxes at that address and then contact them directly.

Housing is often rented by word of mouth. Plan ahead and let people know you're looking well in advance.

You could contact the local Landlord organization or association. These exist in many Kansas communities as both formal and informal groups. Some organizations may consist largely of the "Mom and Pop" landlords, persons who own and manage their own rental properties. For some, the rental business provides retirement income, for some it is a full-time job, and for many, it is a part-time activity in addition to a full-time job. Conversely, many large complexes are owned by corporations and the rental business is run by hired management. This can be important information for you when you are looking for a place to rent.

If you have anything in your rental or credit history that might keep you from qualifying to rent, the Mom and Pop landlords may represent your best chance for securing housing. The property owner can choose to be more flexible with his screening standards whereas a hired manager may not have that freedom. You can meet the landlord or property owner and present your case. If he or she accepts you as a tenant, you should be sure to live up to your promises.

Be wary if a place is for sale. Check out whether it is likely to remain a rental after sale. Be extra careful by having arrangements for showing the property to potential buyers in writing. If someone promises to take a property off the market because you have moved in, get that in writing too.

Don't accept a substandard place with promises that "it will be fixed." Get it in writing: what will be done? How soon? The Landlord is supposed to deliver a rental unit in compliance with your lease agreement, state law, and local codes. However, some judges have said that the Tenant is responsible to look out for himself and should not move into a place he can see is not ready to be lived in and that may be unsafe or unhealthy.

Look around and try to find what you want. Don't just settle on a place because you're out of time. You may regret it later.

CHECKING IT OUT

(1) Check the hallways and stairs. Are they lit at night? Are stairs wobbly or broken? Will you feel secure passing through the halls at night? Are they reasonably clean and in good repair?

(2) Check the locks on the doors. If there are no dead-bolt locks, you might want to request they be installed. What about fire exits? Does the building have security doors? Do they close and lock properly?

(3) Check the plumbing, including pipes around radiators. Are there any leaks? Test everything. Run the hot and cold water in all sinks, bathtubs, and showers. Flush the toilet. Examine all fixtures in the bathroom for leaks. Does the water drain freely? Is the hot water hot? How long did it take to get hot? Open cabinet doors and look under sinks. Are there drips, standing water, musty smell, and/or water stains? (Doing this might make you feel kind of silly, but when do you want to find out, now or later?)

(4) Check the electrical wiring. Look for exposed wires and frayed wiring. Are there outlets and are they where you will need them? Be sure there is enough electricity coming into the rental unit to run all the appliances you will want to use. If you have a 220 volt air conditioner, dryer,

or stove, check to see if there are outlets available. If not, you will want a written agreement with the landlord about whether appropriate outlets can be installed and who will pay.

(5) Check the floor, walls, and ceilings. Make sure there are no holes, cracks, or broken plaster. Look for spots or streaks on the ceilings and walls. They may mean rain water or water from pipes above is leaking through. Carefully examine basement apartments. They are more prone to bugs, water leakage, and mold.

(6) Look for signs of rodents and insects. Check for droppings in cupboards and corners of the kitchen and bathrooms. Go to the place at night and flip the lights on to see if bugs go scurrying. Ask the landlord if he or she sprays regularly. Shredded paper often means rats or mice are nesting nearby.

(7) Check the heat. It is advisable to have a way to control the heat within each dwelling unit (thermostat or controls on radiators or heating vents). Find out if circulation is adequate to heat all rooms. If you are worried about whether the heater is safe, you can get a professional to come out and inspect the unit. (There may be a fee.) If you are renting during the summer, you might ask other tenants in the building about the heat in the winter.

(8) Ask about utilities. Who pays for water? Gas? Electricity? You may find apartments where some or all utilities are included in the rent. If they are not included, be sure to figure these expenses into the monthly total that you will be paying. The local gas and electric companies can tell you how much the bills have been for the previous twelve months. This will give you an idea of what to expect if you move in. You will probably have to pay deposits to utility companies, including the phone company, before they will connect your services.

Occasionally, and most often in older, single-family dwellings which have been converted to apartments, there is only one utility connection. Beware of such an arrangement if you are

required to have the utilities in your name. When you rent the apartment and get the utilities turned on, you do not want to find yourself billed for the whole house!

Sometimes the landlord contracts for the utilities and then bills the tenants for their share in addition to rent. Kansas law addresses situations in which the landlord pays for water supplied through a master meter, then bills tenants based on usage to individual meters. If you will pay the landlord for water or other utilities, be sure to ask how the bill will be figured and when you will be expected to pay. This information should be in writing.

(9) Check for garbage or trash containers. Where are they? Is the area well kept? Is the landlord responsible for maintaining the containers and seeing that the trash is picked up?

(10) Do the appliances work? Check those that are provided (for example, stove or refrigerator). Do they possess all their parts (broiler pans, oven racks, shelves, drawers, etc.)?

(11) Check the windows and screens. Are they broken? Do they open? Do they lock? Are there storm windows?

(12) Check for lead paint. If the building was built before 1978, chances are good that there is lead-based paint. If the paint is peeling or flaking, there is a danger to young children. The taste of lead paint is sweet and children will eat it like candy. It can get into the air when repair work or sanding is done. If you have young children, do not move into a place that has exposed lead paint.

(13) If a rental unit is furnished, check exactly what is there and what condition it is in.

14) Exactly what are you renting? Is there any part of the rental property that you cannot use (for example: storage shed, garage, basement, etc.)? If an advertising brochure shows a pool and playground but you don't see them, ask, don't assume!

(15) Find out who is expected to take care of the yard, halls, and sidewalks (mowing, scooping snow, cleaning, etc.).

(16) Is parking available and/or guaranteed? Is the number of vehicles limited to one? Two?

(17) Is there a lease? If so, get a copy. Take it home and look it over. Ask someone to help you if you don't understand it. If the landlord doesn't have one and you want one, now is the time to mention it and suggest a model.

(18) Ask about "house rules." Rules and regulations are enforceable by the landlord as long as they are reasonable, applicable to all tenants equally, and disclosed to the tenant before he or she enters the agreement. If the landlord wants to change or add a rule or regulation, the tenant must consent, preferably in writing, or the landlord will have to wait until lease renewal time. Are pets allowed? What is the policy on guests? Look around and check with neighbors about noise and other living conditions.

(19) If possible, check with former tenants about any defects they know of in the rental unit. You might also talk with neighbors to get an idea of what kind of service you can expect from the landlord.

(20) Check anything else relevant to the dwelling you are renting. Take your time and look carefully. You should make notes of concerns or questions you have and go over all of them with the landlord before you decide whether or not you want to rent a particular place. Kansas law says that, if a place is not in compliance with Kansas law and/or your rental agreement on the day you are supposed to move in, you have the right to get all your money back and go elsewhere. Having promises in writing can make it easier to prove whether or not they've been kept.

GETTING ACCEPTED

Some landlords may decide whether or not to rent to you by just looking you in the eye; some

may ask you a few questions about where you work and who your current landlord is; and some may ask you to fill out very long, detailed application forms. All are acceptable ways of screening tenants.

At this time, there are almost no laws limiting what landlords may ask for on application forms, though Fair Credit Reporting laws require that the landlord not pass the information gathered on to anyone else and Fair Housing laws require that you cannot be turned down because of a need for accessibility modifications.

If you are asked to give information that seems unnecessarily personal, you may want to ask why that information is needed and possibly leave it out. Some landlords know exactly why they want certain information; some simply got the forms from someone else and only use a fraction of what you tell them. Obviously, the most important information a future landlord needs to know is whether you'll pay your rent, whether you'll take good care of the place, and if you'll keep from disturbing your neighbors.

Make sure what you write down is factual. Credit reports, court records, evictions, criminal history, newspaper reports, etc. are all available online; therefore, you can be rejected when application information does not agree with information found in public records. You can even end up losing a rental unit and having to move out if fraud is discovered later.

Many landlords charge a **nonrefundable application fee** when the application is turned in. You will NOT get this money back whether you move in or not. Some landlords pay a screening company to check the application information. If you are turned down because of a screening company's report, ask what information caused the landlord to deny you and what company was used. Before applying with another landlord, ask if he or she uses a screening service. You do not want to end up paying the screening fee several times only to get the same result.

Just as you can be rejected if you lie or fail to provide complete information, truthfulness could

make all the difference. If you know a landlord might discover negative information about you, you can address the issue with a landlord before applying and find out how much flexibility the landlord has. Many times landlords are not concerned about information you have given them, but they are troubled if you have not been upfront and honest.

A landlord has the right to select tenants on pretty much any basis as long as he or she does not illegally discriminate. (See Discrimination chapter.) If you are rejected, ask why. If the reasons don't seem good enough to you and you really want the place, make your case to the landlord. Maybe there are other references or additional information you can offer to convince the landlord that you (and your family or room-mates) are a good risk.

Some landlords ask for the security deposit with the application, others require that the full deposit be paid when the tenant is accepted, regardless of when the lease begins. You should be VERY SURE you want to live in a place before you pay the security deposit. If the landlord turns you down, he is normally responsible to return the full deposit amount; however, you may not get your money back for 30 days. If you pay the deposit and change your mind, you can be charged if you cause the landlord to lose money, even if you have not signed a lease. (See Security Deposit section in Rights and Responsibilities chapter.)

YES, WE'LL TAKE IT

So, it's a place you want, you're satisfied that anything that's not quite right will be, and the landlord has accepted you. You have probably paid a security deposit, you may have signed a lease, and you have a move-in date.

You can relax now, but you need to stay aware of what's happening and continue communication, preferably in writing, with your landlord. Remember, no matter how friendly you are with your landlord (and hopefully you are), you have

a **business relationship** with him or her. Your landlord will treat it as such, and so should you.

IF YOUR PLACE ISN'T READY WHEN PROMISED

Kansas law is very clear that if your place is not ready for move-in on the date promised in your verbal or written rental agreement, you have the right to get all of your money back and go somewhere else. If you want to (or have to) stay, the law says you don't owe rent until it's right.

Specifically, the law expects that whoever was in there before you will be out, that the place will meet minimum standards according to Kansas law and any local housing code (see Landlord Responsibilities section in Rights and Responsibilities chapter), and that any promises made to you by the landlord (your rental agreement) will have been fulfilled. If any of these things are not right, the law says that you don't owe rent (rent "abates") until they are. Then, you have two choices.

1) If you decide you don't want to live there, you can give a 5-day written notice to the landlord stating that you will not be living there, why, and that you want all of your money back. The law does not specify exactly when the five days are to start and end, so give the notice as soon as possible. If you have to use this provision, the law says you are entitled to any rent you paid and your security deposit back (less any deductions for physical damage you caused), and the landlord owes you for any cash losses you suffer.

2) If you decide to stay, you still don't owe rent until the place is available to move in and/or until things are as promised, and the landlord owes you for any cash losses you suffer. You can take legal action to force the landlord to make repairs or keep promises if you like. If the situation is willful and not in good faith on the part of a landlord or on the part of a tenant who did not get out on time, you can sue for 1½ times a month's rent or 1½ times your cash losses, whichever is greater. (Keep in mind... if you ever hold over, someone could also sue you!)

MOBILE HOME PARKS

The Kansas Mobile Home Parks Residential Landlord and Tenant Act (MHRLTA) is patterned after the Kansas Residential Landlord and Tenant Act and ***applies to owners of mobile homes renting lots***. Where the mobile home itself is rented, the Kansas Residential Landlord and Tenant Act (the law described in this book) applies. Most of this book applies to mobile home owners as well EXCEPT:

- The security deposit on a mobile home lot can be as much as two times the lot rent. Pet deposits are NOT addressed.
- The park owner is to maintain security deposits in a separate account. Payment of interest is not required.
- When a park is sold, the owners must notify each tenant in writing of the amount of the security deposit transferred to the new owners. Tenants have 20 days to dispute the amount in writing.
- A lease can be for a maximum of one year.
- When no written lease exists, 60 days' notice to terminate must be given by either party.
- Renewable, written 30-day leases may require only 30 days' notice to terminate.
- No move-in inspection of the lot is required, but it's a good idea.
- A mobile home owner can give a 14/30-Day Notice of Landlord Noncompliance for any period. It's not tied to the rent due date as with residential tenants.
- Any improvements on the lot, except a lawn, made by the mobile home owner are the property of the mobile home owner and can be removed at move out.
- A mobile home is considered abandoned if rent is more than 3 days late and the home owner is absent more than 30 days. The home owner is responsible for all past due lot rents, removal and storage costs, utilities due, and costs of serving any company that has a lien on the mobile home. Costs to the lienholder begin accruing from the date of written notification.
- A mobile home owner on active military duty renting a lot CANNOT give 15 days' notice to terminate a month-to-month rental agreement (as residential tenants can) when transfer orders have been received.

Tiedowns (anchors holding a mobile home to the ground) are required on any mobile home measuring 8' x 36' or larger that is not on a permanent foundation. Specifics on what is required and what has been approved for use in Kansas can be obtained from the Division of Architectural Services, Kansas Department of Administration, 900 Jackson, Room 107, Topeka, Kansas (785) 296-1318. It is a criminal offense in Kansas not to have proper tiedowns.

References: MHRLTA, K.S.A. 58-25,100 through 58-25,126; Tiedowns, K.S.A. 75-1226 through 75-1234. Some cities and counties have ordinances which set out standards for mobile homes and/or mobile home parks. Check with your own city or county for further information. Copies of the Mobile Home Parks Act may be ordered from Housing and Credit Counseling, Inc.