



# Rental Curriculum

Name: \_\_\_\_\_

Date: \_\_\_\_\_

*In an area where housing is not widely available, there are often multiple generations of families living in the same household. People want to continue to live on the reservation, but often have a hard time purchasing a home. The ability to find a safe, affordable rental is crucial to stability. This course is to help facilitate the process of finding a place to rent.*

## Course of Study: **Rental**

### Instructions for Warm Springs community members and WSCAT staff members:

This course of study is to provide Warm Springs community members with the tools to find safe, affordable rental housing, per Oregon IDA Initiative program requirements. The course is broken into three parts: Part 1 to be completed before searching for a rental, Part 2 to be completed during the search process, and Part 3 to be completed when signing the lease.

### Goal:

To provide participants the opportunity to understand the process of finding and maintaining rental housing.

### Objectives:

1. To provide participants with a clear timeline and plan of action for enrolling and saving in an IDA program.
2. To help participants understand what they can afford.
3. To provide participants the opportunity to make a considered choice when finding a place to rent.
4. To provide participants with the knowledge about their rights and responsibilities as a renter.
5. To provide participants with the ability to maintain safe affordable housing.

### Time Required:

Part 1: 2 hours\*\*

Part 2: 6.5 hours\*\*

Part 3: 1 hour

Total: 9.5 hours

**\*\* Meet with a WSCAT Staff member after completing Part 1.  
Schedule a second appointment after Part 2 is complete.**

# Part 1: Research and Planning

## Tracking Rental History

(0.5 hours)

Answer each of the following questions to help you begin thinking about your rental history.

Describe your rental history

-Have you rented before?

-If yes,

- Who did you pay (rental agency or individual)?

\_\_\_\_\_

- How much did you pay? \_\_\_\_\_

- How long did you live there? \_\_\_\_\_

- Did you live alone or with others (roommates, family, etc.)?

\_\_\_\_\_

- Did you make all your payments on time? \_\_\_\_\_

- Have you ever been evicted? \_\_\_\_\_

Additional information about rental history (if applicable):

Qualifying for a rental:

Do you have credit history? \_\_\_\_\_

Are you employed? \_\_\_\_\_

How long have you been at your current job? \_\_\_\_\_

Do you have plans to change jobs? \_\_\_\_\_

Do you have plans to move to another city in the near future? \_\_\_\_\_

Do you have money saved? How much? \_\_\_\_\_

If needed, is there someone that would co-sign a lease with you? \_\_\_\_\_

NOTE: Various factors could impact your ability to rent, including if you were not in good standing with a previous landlord, income, credit, criminal history, debt, and more.

This course will help you understand the rental process and evaluate the rental options for your situation.



# Budgeting for Housing

(0.5 hour)

Let's calculate your household's monthly income to see what you might qualify for, according to common rental practices.

What is your household's yearly income? \$ \_\_\_\_\_

**Hourly wages:** multiply how much you make per hour by the number of hours you work per week. Multiply that number by 12.

**Bi-weekly wages:** multiply how much you receive every 2 weeks by 26.

**Semi-monthly:** multiply how much you receive every paycheck by 24.

**Seasonal or business:** this may be more difficult. You can use your tax return to estimate. If you still aren't sure, contact the WSCAT Financial Counselor for assistance.

What is your household's monthly income? (divide your yearly income by 12) \$ \_\_\_\_\_

Many rental companies look for income to be 3x the rent, in order to approve you for a unit. Also, paying 1/3 of your income on rent leaves money available for all your other expenses.

Multiply your monthly income by 0.33:

\$ \_\_\_\_\_ X 0.33 = \$ \_\_\_\_\_  
(monthly income)

Can you reasonably find a rental in your area for under this amount? \_\_\_\_\_

If **YES**, based on your current income, you should be able to qualify for a rental at this price.

If **NO**, you may need to ask rental companies about their income requirements before applying for a rental with them, since different places have different income requirements. You may also qualify for subsidized affordable housing or voucher programs such as Section 8.

# Housing Voucher Programs

(1 hour)

Review the HUD website to learn about Housing Choice Vouchers:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/about/fact\\_sheet](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/about/fact_sheet)

Review this website for more information on eligibility and applying for Section 8 Housing: <https://eligibility.com/section-8>

Have you tried applying for Section 8 before? \_\_\_\_\_

Do you qualify for a voucher? \_\_\_\_\_

Do you intend to apply for a voucher? \_\_\_\_\_

Follow the steps on these websites to apply for a voucher, if applicable.

What questions do you have for WSCAT about accessing/applying for a voucher?

Follow up: In Financial Skills for Families we discuss your monthly spending plan. Use the information discussed in that class and with a Financial Counselor to determine what your current income/expenses look like and what changes you might need to make before renting.



**STOP:** Schedule an appointment with a WSCAT Counselor to review Part 1 before continuing.

## Part 2: Finding a Home

### Making Housing Decisions

(1 hour)

Answer each of the questions below and fill out the tables based on your housing requirements. Consider both your needs (deal breakers) and wants (additional benefits) when answering the questions. There are no wrong answers.

How many people will you be renting with? \_\_\_\_\_

Are you planning to rent on or off the reservation? If you can't find something where you are interested in looking, how far are you willing to go?

\_\_\_\_\_

Would you prefer to sign a yearly lease or find somewhere where you can rent month-to-month? \_\_\_\_\_

Neighborhood	Need	Want	Not Important	Unsure
Safe neighborhood				
Affordable cost of living				
Native American community				
Strong disability community				
Good schools				
Sidewalks				
Distance from work, childcare, parks, friends, family, etc.				
Close to health care providers				
Access to public transportation				
Other:				

Space	Need	Want	Not Important	Unsure
My own bedroom				
My own bathroom				
My own kitchen				
Certain number of bathrooms: _____ (add #)				
Certain number of bedrooms: _____ (add #)				
Living room				
Dining room				
Family room/Recreation room				
Workspace/Office				
Wheelchair accessible				
Yard				
Garage				
Secure doors and windows				
More than one exit to the outside				
Other:				

Additional Features	Need	Want	Not Important	Unsure
Affordable utilities				
Furnished				
My own washer/dryer				
Large countertops				
Large storage areas				
Allow pets				
Other:				

What other requirements do you have, if any?



Read pages 14-16 in MoneySmart Module 12: Making Housing Decisions (Below)



## Apply It: My Housing Options

The following list explains different housing options. Check those you think might be options for you now.

Keep in mind that neither renting nor buying may be options for you right now. There may be other options available to you, such as living with family or friends without paying rent.

If you have decided to rent, explore options for renting in this chart.

### Renting

Renting Options	What Is It?	Watch Out For!	Key Criteria
<p><b>A room in an apartment or home</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>	<ul style="list-style-type: none"> <li>A room that is yours to use, generally a bedroom.</li> <li>You rent one room. Use of the kitchen, living room, or other common areas may be included.</li> <li>This generally means living with other people.</li> </ul>	<ul style="list-style-type: none"> <li>Ask if there is a lease.</li> <li>If yes, ensure the lease allows for subleasing. Ask to see the lease agreement or call the landlord and ask if the renter can rent out a room to you.</li> <li>As someone subleasing a room, your name should be added to the lease.</li> <li>The rent may include the cost of some or all utilities.</li> <li>When you sign the lease, understand your responsibility for utilities. For example, if your name is added to the utility bill, you will likely be responsible for utility bills other roommates fail to pay.</li> <li>The landlord might not accept a Housing Choice Voucher.</li> </ul>	<ul style="list-style-type: none"> <li>May check credit.</li> <li>May verify income source.</li> </ul>

## Apply It: My Housing Options *continued*

Renting Options	What Is It?	Watch Out For!	Key Criteria
<p><b>An apartment</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>	<ul style="list-style-type: none"> <li>▪ A room or group of rooms owned by someone else.</li> <li>▪ You can rent a unit in a small building, a condominium from a private owner, or a unit in a large complex.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understand the terms of the lease.</li> <li>▪ The rent may include the cost of some or all utilities such as water, sewer, gas and electric, or you may need to pay the cost of some or all of the utilities in addition to paying the rent.</li> <li>▪ The landlord might not accept a Housing Choice Voucher.</li> </ul>	<ul style="list-style-type: none"> <li>▪ May check credit.</li> <li>▪ May verify income source.</li> </ul>
<p><b>A house</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>	<ul style="list-style-type: none"> <li>▪ A house owned by someone else.</li> <li>▪ This would also include a duplex—a house divided into two units each with its own entrance.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understand the terms of the lease.</li> <li>▪ Understand what access you have to the features of the home. For example, can you use the garage?</li> <li>▪ Find out if homeowner's association benefits transfer to you.</li> <li>▪ Understand how you are supposed to pay for utilities.</li> <li>▪ If you have roommates, ensure they are on the lease. Find out your responsibility for rent and utilities if roommates don't pay their share.</li> <li>▪ The landlord might not accept a Housing Choice Voucher.</li> </ul>	<ul style="list-style-type: none"> <li>▪ May check credit.</li> <li>▪ May verify income source.</li> </ul>

**Apply It: My Housing Options *continued***

Renting Options	What Is It?	Watch Out For!	Key Criteria
<p><b>Privately owned, subsidized housing</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>	<ul style="list-style-type: none"> <li>▪ Apartments offered at reduced rents to people with low income.</li> <li>▪ Government programs can help landlords offer reduced rents.</li> <li>▪ May be called “Affordable Dwelling Units” or “Workforce Dwelling Units” or something else.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Because affordable housing is in short supply throughout the U.S., it may be difficult to find a unit. There could be long waiting lists.</li> <li>▪ Understand the terms of the lease.</li> </ul>	<ul style="list-style-type: none"> <li>▪ May check credit.</li> <li>▪ May verify income source.</li> <li>▪ Income Eligibility: You may need to have a minimum income that does not exceed a maximum income. You will need to provide proof that you meet those requirements.</li> </ul>
<p><b>Public housing</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>	<ul style="list-style-type: none"> <li>▪ Decent and safe housing for people with low income, senior citizens, and people with disabilities.</li> <li>▪ May be a single-family house, an apartment, or an apartment complex that includes other supportive services.</li> </ul>	<ul style="list-style-type: none"> <li>▪ You must work with your local public housing authority to get public housing. There could be long waiting lists.</li> <li>▪ Understand the rules of the public housing as well as your responsibilities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Income eligibility.</li> <li>▪ May be other criteria based on availability of housing.</li> </ul>
<p><b>Additional options that I know about:</b></p> <p><input type="checkbox"/> <i>Check if this could work for you</i></p>			

Which options would work for you?

What option is best for you? Why?

List 2 Pros and Cons of the option you chose:

Pros	Cons



# Renters Rights

(2 hours)

First, know that Federal law protects you from being discriminated against for your race, color, national origin, religion, sex, family status and physical and mental disability. Oregon law also forbids these kinds of discrimination. In addition, Oregon law forbids discrimination based on your marital status, sexual orientation, the source of your income, the fact that you are a victim of domestic violence, sexual assault or stalking, or the fact that you have won an eviction case brought by a former landlord.

Review the website: <https://www.oregonrentersrights.org>

Answer these True/False questions based on the answers you find on the website

	True	False
<b>Security Deposits</b>		
The landlord can refuse to return my security deposit without a written explanation as to why		
The landlord must provide a written statement of the amount of rent and fees (including security deposit) at move in		
When moving out, the landlord can claim part of the security deposit for cleaning and/or repairs		
<b>Disability and Reasonable Accommodation</b>		
The landlord is required to make reasonable changes to rules and policies in order to give someone with a disability equal opportunity in housing		
The landlord cannot deny reasonable accommodation requests for any reason		
You can make a legal claim against your landlord if they deny a reasonable accommodation request		
<b>Repairs</b>		
Your landlord is required to make necessary repairs to keep the unit habitable		
You can withhold rent if the landlord doesn't make repairs, even if you don't have a request in writing		
You must keep all areas that you control clean and free from any buildup of garbage or junk		
The landlord is required to check the smoke detectors in your unit		

<b>Mold and Infestation</b>		
The landlord is required to make any repairs necessary to stop the growth of mold in your unit		
You are not responsible for preventing mold growth		
You don't need to document infestations with photographs		
You should keep records of all written communication with the landlord		
Your landlord should prevent re-infestation		
<b>Lock-outs and Unlawful Ousters</b>		
Your landlord can lock you out of your rental housing without warning		
You may be able to file a lawsuit if your landlord changed the locks to your unit without warning		
<b>Termination Notices and Eviction</b>		
A termination notice is the same thing as an eviction		
All For Cause Notices must include a specific move out date and time		

What is eviction? When might you get evicted?



**What would you do in each of the situations below?**

Continue to use the Oregon Renter's Rights website to guide your answers.

There's mold in the unit

There's a mouse in the unit

The landlord threatens to evict me for no reason

My neighbors are super loud late at night

The heater stops working

The dishwasher is leaking

**Let's think more about what it means to be a responsible renter:**

Watch this *video explaining new limits to rent increases and no-cause eviction in Oregon*:

<https://www.youtube.com/watch?v=U3Az76EH7mk>

What limits exist on rent increases?

What is a no-cause eviction?

When can your landlord evict you?

**Answer the questions below about what being a responsible renter means to you.**

What happens if you don't make on-time payments?

Why is it important to communicate with your landlord? What might you communicate about?

What are 2 things you plan to do to maintain a healthy and safe home

1. \_\_\_\_\_

2. \_\_\_\_\_



# Security Deposits

(1 hour)

Review the *Renter’s Handbook on Security Deposits* (attached)

Watch this video **What is a Security Deposit?:**  
<https://www.youtube.com/watch?v=m5zD9BHSI1A>

What is a security deposit?

Answer True/False for the following:

I am more likely to get my full security deposit back if:	True	False
The apartment is not clean		
I follow the move-out guidelines		
I leave stuff in the house		
I return the keys		
I complete small repairs		
Give my landlord proper notice of moving out		
I am behind on rent payments		

In many cases, the landlord requires a security deposit that is 1-3 months’ rent. You will need to save money for this up-front cost. If you maintain your home, you’ll likely get most, if not all, the money back. The Rental IDA can help cover these up-front costs.



Watch this video ***What to Check on an Apartment Walk-through (AllState)***:  
[https://www.youtube.com/watch?v=o\\_-MPjYOk5U&feature=emb\\_title](https://www.youtube.com/watch?v=o_-MPjYOk5U&feature=emb_title)

What is the benefit of a move in checklist/walk-through?

How do you check for damages when you move in? What are some things to look for?

\*\* See Part 3 for an *Inventory and Condition Report* (to be used when doing a walk-through of your new place) .



# Renter's Insurance

(0.5 hour)

Renter's Insurance helps you financially recover from losses to your personal possessions. It does not cover the physical building. Many rental agencies also require Renter's Insurance. Even when not required, it is definitely something to consider.

The cost can vary depending on your rental history and the size of the place you are renting.

Watch this video *Insurance 101 – Renters Insurance* and answer the questions below: <https://www.youtube.com/watch?v=8y23U2VkyDA>

Why may renter's insurance be important?

What is covered under renter's insurance?

Is renter's insurance something you are going to get?

Yes

No

Unsure

If yes, or unsure, a good next step is to request a quote from a few different insurance companies. List 3 companies that offer renter's insurance:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

# Interviewing a Landlord

(1 hour)

Now that you have begun to think about what you are looking for in a home, it's time to start the process of finding a home that meets your needs.

List the property rental agencies or property management companies in your area.

List the details about one property that you might be interested in (such as number of bedrooms, size of place, and other basic features) .

Watch this video ***Top 11 Questions To Ask When Touring an Apartment:***

<https://www.youtube.com/watch?v=1sOA1SzflbE>

Write three questions you have for the property owner:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

Contact a rental agency or landlord and answer the following questions:

Who did you talk to? \_\_\_\_\_

Write the answers to each question you listed above:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**Who is in charge of each of these activities?**

Activity	Landlord	Renter	It depends
Day-to-day cleaning			
Replacing light bulbs			
Major repairs			
Landscaping			
Smoke detectors			
Snow removal			
Appliance repairs			
Pest control			
Common areas			
Utility costs			

Note: Even if the landlord is responsible for maintenance, you can be charged if the issue is due to negligence.

**What are the pros and cons of this property?**

Mark whether each item is a pro or con:

	Pro	Con	Unsure or N/A
Location			
Quality			
Pet-friendly			
Amenities			
Yard			
Garage			
Security			
Number of bedrooms			
Number of bathrooms			
Landlord was friendly			
Other:			
Other:			

What other questions did you have about the property? Write the questions and answers below.

Would you be willing to rent this property? \_\_\_\_\_

Why or why not?



## Reading a Lease Agreement

(1 Hour)

Review the lease agreement on pages 33-34 of *MoneySmart Module 12: Making Housing decisions* (pages 25-26 of this packet). Answer the questions below based on the Rental Agreement.

Who are the parties in the lease?

Where is the property?

What parts of the property does Paulo have access to?

How much is his rent? When is it due?

When is his rent late? If he pays rent late, how much will this cost him?

How long is the lease?

What is the process for getting repairs done?

Are there any rules concerning guests?



### Example Rental Agreement

**Important note:** This is an example rental agreement only for purposes of this training. Rental agreements vary based on the requirements of state or local law. Your rental agreement will look different from this one.

#### 1. Parties

The parties to this Agreement are Shawnice L. Johnson, hereinafter called the "Landlord," and Paulo Ramirez, hereinafter called the "Tenant."

#### 2. Property

The Landlord hereby lets the following property to the Tenant for the term of this Agreement: (a) the real property known as: 3536 First Street, New City, AZ, 12345 and (b) the following furniture, features, and appliances on said property: driveway, garage, front porch, back yard, first floor of the home, all of the appliances found within it including the dishwasher, refrigerator, stovetop, oven, microwave oven, garbage disposal, washer, and dryer.

The Tenant does not have access to the second or third floor apartments.

#### 3. Term

This agreement shall run: 1 year for the period of August 1 to July 31.

#### 4. Rent

The monthly rental for said property shall be \$1,000, due and payable by check or money order on the 1st day of each month. Payment is considered late on the 2nd day of each month. The Tenant will be charged \$10 if the rent is late 1 – 4 days, \$20 if late 5 – 10 days. If the rent payment is late over 10 days, the Tenant will be charged \$100.

#### 5. Utilities

**Landlord agrees to furnish the following services and/or utilities:**

- Electricity  Gas  Garbage Collection  Snow Removal  Water
- Satellite Television (Subscription fee only. Pay Per View charged to the Tenant.)

#### 6. Deposits

The Tenant will pay a security deposit of \$1,000.

This amount will be refunded (plus interest) within 30 days following the termination of the tenancy; unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

#### 7. Repairs

All repairs are subject to the approval of the Landlord. Should something need repair, the Tenant should call the Landlord and report the issue either over the phone or by leaving a message. In case of an emergency such as a broken water line or sewage back up, if the Landlord cannot be reached, the Tenant may call repair services from a list provided by the Landlord.

**Try It: Reading a Rental Agreement *continued***

**Example Rental Agreement (continued)**

**8. Pets**

One cat or dog is allowed on the premises. The Tenant shall pay for damages caused by pets.

**Additional provisions:**

- A. The Tenant shall not lease, sublease, or assign the premises without the prior written consent of the Landlord (but this consent shall not be withheld unreasonably).
- B. The Landlord may enter the premises at reasonable times for the purposes of inspection, maintenance, or repair, and to show the premises to buyers or prospective tenants. In *all* instances, except those of emergency or abandonment, the Landlord shall give the Tenant reasonable notice (at least one day) before such entry.
- C. The Tenant agrees to occupy the premises and shall keep the same in good condition, except for reasonable wear and tear, and shall not make any alterations thereon without the written consent of the Landlord.
- D. The Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. The Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
- E. The Tenant shall, upon termination of this Agreement, vacate and return the dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- F. In a dispute between the Landlord and the Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney's fees of the successful party.
- G. Additional Terms:  
\_\_\_\_\_

We, the undersigned, agree to this Rental Agreement:

Landlord:

Tenant:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

—End of Example Rental Agreement—

**STOP:** Schedule an appointment with a WSCAT Counselor to review Part 2 before continuing.

## Part 3: Final Steps

### Final Walk-Through

(0.5 hours)

Use Page 7 of the *Renter's Handbook on Security Deposits* (below) when you do the walk-through of your new place.

#### Form A: INVENTORY AND CONDITION REPORT

Use this report to record the contents and condition of your place when you move in and before moving out. If you mark anything as being dirty or damaged, describe it fully on an additional sheet. Use the blank before each item to indicate how many there are. Ask the landlord to sign your copy.

		Dirty		Damaged				Dirty		Damaged	
		Yes	No	Yes	No			Yes	No	Yes	No
<b>LIVING ROOM</b>											
Couch											
Chair											
Table											
Lamp											
Light fixture											
Window treatment											
Carpet or Rug											
Floor											
Ceiling											
Walls											
<b>BEDROOM</b>											
Bed											
Dresser											
Night Stand											
Light fixture											
Window treatment											
Carpet or Rug											
Floor											
Ceiling											
Walls											
<b>KITCHEN</b>											
Stove											
Oven											
Refrigerator											
Sink (Hot & cold water)											
Dishwasher											
Cabinets & drawers											
Counter tops											
Light Fixture											
Window treatment											
Carpet or Rug											
Floor											
Ceiling											
Walls											
<b>BATHROOM</b>											
Towel rack											
Tissue holder											
Cabinets											
Mirror											
Counter top											
Sink (Hot & cold water)											
Shower											
Tub											
Toilet											
Light fixture											
Ceiling fan											
Carpet or Rug											
Floor											
Ceiling											
Walls											
<b>MISCELLANEOUS</b>											
Door key											
Windows											
Window screens											
Mailbox											
Thermostat											
Other:											
Other:											
Other:											
Do all the windows work? _____											
Does the heat work properly? _____											
_____ Tenant Signature						_____ Date					
_____ Witness Signature						_____ Date					
_____ Landlord Signature						_____ Date					

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Created by Legal Aid Services of Oregon, Updated January 2018

# Reading Your Lease Agreement

(0.5 hours)

Use *pages 35-37 of MoneySmart Module 12: Making Housing Decisions* (below) to help guide your understanding of the agreement. Lease agreements can be extremely long and hard to read and understand. Before signing, you can ask the landlord to show you where in the lease each thing is addressed.



## Apply It: My Lease or Rental Agreement Checklist

You can use this checklist to review your lease or rental agreement before you sign it. Make sure you can find and understand each of these items. They may not be listed with the same titles. If you do not understand your lease or rental agreement, ask questions and make sure you get help before you sign it.

### Rental Agreement or Lease

Check off box when you have reviewed and understand.

- Names of the parties to the agreement**  
This will be the property owner or landlord, you, and anyone else responsible for the rent such as roommates.  
  
If roommates are not listed, they will not be held responsible for the rental under your lease. They may have their own lease agreements with the landlord.

---

- Location and description of the rental**  
This is the address of the rental. The description should also name features included such as: parking, access to a garage, use of a fitness facility, use of storage units, and so on.

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- Rent amount and due date**  
Look for penalties for late or missed payments. Look for when a payment is considered late. For example, rent payments may be due on the 1<sup>st</sup> of the month and considered late if they are not paid by the 5<sup>th</sup> of the month.

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- Included/not included in the rent**  
Look for what is included as well as what is not included in the rent. For example, the rent may include electricity and water but not gas or internet. Or perhaps garbage pickup fees are required but extra.

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- Term of the lease**  
This is the length of the lease or rental agreement. It could be six months or one year or something different. If no term is specified, it's a month-to-month agreement.  
  
Penalties for moving out before the end of the term should also be explained.

---

- Options to renew**  
This should spell out your options when the lease term ends.  
  
You may need to give the landlord notice that you will not be renewing your lease by a certain time before the end of the lease.  
  
If you do not provide notice within that time, your lease may automatically renew. Or your lease may automatically change to a month-to-month agreement at the end of your current lease term.

## Apply It: My Lease or Rental Agreement Checklist *continued*

### Rental Agreement or Lease

Check off box when you have reviewed and understand.

- 
- Increases to rent**  
If you have a month-to-month agreement, the landlord can raise the rent with written notice.  
  
If you have a lease term, the landlord can't raise the rent until the lease term expires unless the rent increase is already built into the lease.  
  
State or local laws may govern the rent increases, particularly how far in advance the landlord has to tell you about the increase before it takes effect.
- 
- Maintenance responsibilities**  
This should explain what the landlord will and will not fix.  
  
State and local laws outline what landlords must do to keep the space you are renting safe and livable.  
  
If you feel the information in your lease regarding maintenance and repairs is unclear or unfair, visit your city's/county's housing department or public housing authority, a Department of Housing and Urban Development (HUD) approved housing counselor, legal aid attorney, or pro bono attorney. They may be able to review your lease with you and explain what your rights are under state law.
- 
- Limits to modifications**  
This will describe whether you can paint the apartment or add built-in shelves, for example. The agreement should state who pays for these modifications or how to get permission to make any modifications. It may also include what you cannot do, such as pound nails into the walls.
- 
- Reasonable modifications**  
This will note that federal law permits a resident with a disability to make reasonable modifications at his or her expense to the interior of an apartment and to common/public areas of the building. A reasonable modification is a structural modification that is made to allow persons with disabilities the full enjoyment of the housing and related facilities. Examples include widening a doorway, lowering kitchen cabinets, or replacing flooring to facilitate wheelchair use.
- 
- Reasonable accommodations**  
This will also note that federal law requires housing providers to make reasonable accommodations for persons with disabilities. A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space. An example is providing a reserved parking space near a building's entrance for a tenant with a mobility impairment, even though all parking is unreserved.
-



## Apply It: My Lease or Rental Agreement Checklist *continued*

### Rental Agreement or Lease

Check off box when you have reviewed and understand.

- 
- When the landlord can enter the property**  
Since the landlord owns the property, they have the right to enter it. But, you also have the right to privacy. Make sure this is clearly spelled out in your rental agreement.
- 
- Notice of termination**  
What is the process if either you or the landlord needs to terminate the agreement? This should be spelled out in the rental agreement or lease.  
  
There are also special rules for terminating the agreement if you enter active duty service in the military. This may or may not be included in the lease, but this right exists due to the Servicemembers Civil Relief Act. For more information, visit [www.servicemembers.gov](http://www.servicemembers.gov) and search for "SCRA."
- 
- Rule concerning guests**  
Some rental agreements will include rules regarding guests. This is to make sure that guests are really guests and not roommates.
- 
- Rule regarding pets**  
This section will describe what kinds of and how many pets you can have. It will also describe any additional fees you may have to pay if pets are allowed and you have one.  
  
Rules regarding service animals may be different depending on where you live. If there is a rule against pets and you have a service animal, ask for a reasonable accommodation. If the landlord still does not permit the animal, consider contacting a state or local agency responsible for handling fair housing complaints, or you can file a complaint with HUD at [www.hud.gov](http://www.hud.gov).  
  
You may also want to get assistance from legal aid or an attorney. Find a legal aid office by visiting [www.lsc.gov](http://www.lsc.gov) or a pro bono attorney by visiting [www.lawhelp.org](http://www.lawhelp.org).
- 
- Subleasing clause**  
This section will describe if you can rent to someone else. A person may want to sublet her apartment if she is going to be away for a period of time or she has an extra room. Some leases prohibit subleasing. Some will require a new agreement with the person you want to sublet the rental to. Be sure you read your lease to see if this practice is allowed.
- 

If you don't understand your lease, get help. Check with a trusted friend, a tenant resource center in your community, an attorney, or legal aid.

Are there any areas that you need to follow up on? Do you have additional questions about the rental agreement?

Basic summary of costs:

<b>Responsibility</b>	<b>Cost to me</b>
Security Deposit	
Pet Fee	
Monthly Rent	
Electricity	
Water	
Garbage	
Internet	
Other: _____	

# Verification of Completion

## Rental Curriculum

Give this page to your IDA Provider after completing this IDA Rental Curriculum. You keep the rest of this packet.

Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

*Sign here to verify that you have completed the Rental Curriculum packet!*

Signature: \_\_\_\_\_

Is there anything related to renting that you would like to learn more about or discuss with your IDA Provider?

Do you have any recommendations to make this curriculum better?

THANK YOU!

**IDA Provider:** I have reviewed the participants curriculum and answered any questions they have.

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_