**TIPS FOR FIRST TIME RENTERS**

**1.  What should you look for when deciding whether to rent an apartment?**

Most importantly, you should look for an apartment complex that is right for you.

a. Noisy or quiet? Many large student-oriented complexes are very noisy, with lots of parties, and lots of visitors.  If you want to party every night, or are immune to noise, these places may be fine for you.  But if you want a quiet place to study and sleep, they will not.

b.  Well maintained. You should also look for a complex that is well maintained—not just on the outside, but on the inside as well.  Many complexes put a great effort into making the grounds and common areas look nice.  The model apartments they show you are beautiful. And apartment managers are almost always nice and accommodating when they are trying to rent you an apartment.  Sometimes they are not so nice when you are having problems.  The best thing to do is talk to other residents and see how living there is.  Ask whether problems get addressed quickly and whether complaints are addressed appropriately.

c. On campus or off? NAU now offers residences that are privately owned and located on the campus. There are also apartments only for students that are off-campus, but close. These residential options require a year lease, unlike rooms in a residence hall on campus.

**2.  What is a lease?**

A lease is a written contract between you and the landlord.  The landlord agrees to rent you a place to live for a certain amount of time at a certain rent and you agree to stay there for that period and pay the agreed-upon rent.

**TIPS**:

\* Read the lease before you sign it.

\* Don't sign a lease unless all the blanks are filled in.

\* Don't sign the lease until you have seen and inspected the actual apartment you will be renting.

\* Get any additional promises in writing.

\* Make sure you get a copy of the lease signed by the landlord.

\*  Seriously consider renters’ insurance.

**3.  What can I do to make sure my landlord returns my security deposit?**

Most landlords charge some kind of deposit in addition to the rent.  These are sums that will be held until the end of the lease (or the end of your tenancy, if it is a month-to-month arrangement).  A security deposit may be used to pay for damage to the premises, cleaning or unpaid rent.  If any part of the deposit is to be nonrefundable, that fact and the reason must be stated in writing in the lease or rental agreement. Your security deposit (the legal definition of “security” includes last month's rent, but not cleaning or redecorating deposits) cannot exceed one and one-half month's rent. Under the Arizona Residential Landlord Tenant Act, the landlord must return your security deposit or give you an itemized explanation of why it is being withheld within 14 business days of the day you terminate your tenancy, return the keys and ask for the deposit back. If the landlord violates this statute, you can file a claim in small claims court asking for the security deposit plus twice that amount as damages.

**TIPS:**

\* Document with photos and move-in checklist before moving in.

\* Before moving out, clean thoroughly and make sure to leave it as clean as it was when you moved in. Remove all of your belongings, including trash and things you no longer want. Replace any burned out light bulbs and change the air filter, if the lease requires it.

\* When moving out, give the landlord a written request to be present at the move-out inspection.

\* When moving out, give the landlord a written request for return of the security deposit with the address you want it sent to.

**4.  How can I break my lease?**

If you break your lease, there may be negative consequences.  A lease is a contract.  If you don’t keep up your end of the bargain, you are responsible for any damages the landlord suffers as a result.   The landlord, on the other hand, must make a good-faith effort to minimize the damages by trying to re-rent the place as soon as possible.  You are only responsible for the rent the landlord actually loses until the apartment is rented again.

**TIPS:**

\* If you think you might need to or want to break your lease, consult with ASUA Legal Services.

\* Let the landlord know, in writing, as soon as possible that you plan to move.

\* Ask the landlord if he/she is willing to negotiate an early termination date for of your lease.

\* Try to find someone else to rent your apartment/house.

That brings us to subleases.  If you are living in a house or apartment under a lease and you find a substitute tenant to move in your place, the agreement between you and the substitute tenant is called a sublease. The disadvantage of a sublease for the original tenant is that the original tenant stays liable to the landlord under the lease, but has no control over whether the subleasing tenant pays the rent or takes care of the place.  A much better option if you need to move out, is to find a new tenant and get your landlord to agree to let them sign a new lease.  This will release you from your lease and any further liability to the landlord. Beware that many leases do NOT allow for subleasing. Read your lease before you proceed.

Questions: Call 523-4971 to schedule an appointment with the NAU Student Legal Counsel.

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