

# A College Student's Guide to

## Renting an Apartment

be done when you first rent the apartment and before you actually move in. If the apartment is not ready when your move-in date comes, you can cancel the lease. Be sure to take pictures of everything, though, in case the landlord refuses to return your prepaid rent or security deposit.

## Leases and Subleases

What should be in a lease?

It is best that leases are written down. The law does not require written leases, but tenants are strongly encouraged to insist on a written lease to avoid problems down the road. A lease is a verbal or written understanding between a property owner (the "landlord") and a renter (the "tenant") giving the renter





Do I really have to obey all of the apartment rules?

Yes. Landlords sometimes give out apartment complex rules and regulations when you sign a new lease. These rules and regulations are considered part of the lease. Potentially you could be evicted if you do not follow the apartment rules. (See below) It will be up to the judge to determine if the rule violation is serious enough to justify eviction, but landlords are given a fair bit of freedom to set the rules of their buildings, and it is generally a better idea to follow the rules than to risk eviction.

Landlords cannot make any significant changes to the rules during the period your lease is in effect. If you are on a month-to-month lease, then the landlord can change the rules with 1 month's notice.

When can I be charged a late fee?

Some people think they have an automatic grace period of 5 days or a week to pay their rent. This is not correct. Unless a grace period is specifically written into the lease, your rent is due in full on the day specified in the lease, usually the first day of the month. Many landlords will informally give tenants a grace period to pay rent, but the landlord is not required to do this.

Any late fee charged by a landlord must reasonably approximate their own expenses caused by the rent being late. A late fee cannot be imposed merely as a penalty. Late fees can be either a reasonable flat fee or a small daily amount.

Can my friends come live with me?

Check your lease. Many leases include limits on the number of days guests can stay in your apartment. Yes, this applies to boyfriends and girlfriends too. If you have someone staying in your apartment in violation of your lease, the landlord might be able to evict you. Your landlord may be willing to let you have friends visiting from out of town stay longer than otherwise allowed by the lease, but make sure you talk to your landlord first. Get permission in writing if you can.

Can I use my security deposit to pay my rent?

No. Even if you have paid a security deposit or "last month's rent," you cannot skip a monthly rent payment and just assume the landlord will use the security deposit to pay your missing rent. The purpose of the security deposit is to protect the landlord against both unpaid rent and damages to the apartment. The security deposit is set aside and only used when you move out. If you do not pay your rent, the landlord can evict you for non-payment of rent even if you have enough money in your security deposit to cover the unpaid rent.

## Problems with the Apartment

What should I do if something is broken in my apartment?

staying in the place below what you were supposed to pay. If the judge agrees, then you would only have to pay the reduced amount of rent. You will also avoid eviction, provided you pay the reduced amount the judge decides is appropriate. For example, if your rent is \$1,000 per month and you have leaks in your bathroom that the landlord won't fix, then if you are being evicted for non-



and friends are being treated differently, then it is possible that the landlord is discriminating

wording of the lease. So, you could be evicted for violating your lease by not paying for damages (see below), even if you paid all of your regular monthly rent.

The law is unclear about whether the landlord can or should use a security deposit to pay for tenant-caused damage to the apartment before the tenant moves out. It is possible that if a landlord tries to evict you for not paying for minor damages that a judge, instead of evicting you – will require the landlord to take the money out of the security deposit either now or when you move out.

Of course, if you are not responsible for the damage, then the landlord should be responsible for paying for the damage. However, there is nothing to prevent landlords from increasing the rent (see above) if their costs go up because of damages to the apartment building. There is also no requirement that landlords increase the rent uniformly across all apartments, though generally landlords do this to avoid claims of discrimination.

Can my landlord or property manager come into the apartment?

A landlord or property manager can only enter your apartment to: (1) inspect the apartment for damage; (2) repair any damage to the apartment or to fix the utilities; (3) remove the landlord's personal property; or (4) show the apartment to potential buyers, renters, or repair workers. Even then, the landlord or property manager is required to give you 24 hours' notice that he or she will be coming into the apartment and must plan on visiting at a reasonable hour. You cannot refuse entry to the landlord unless you have a good reason to do so.

If the landlord or property manager makes an unauthorized entry into your apartment, you can recover 1 month's rent for each unauthorized entry. However, you'd have to sue the landlord in small claims court to get this money. You could also go to court to get an order to prevent the landlord from entering your apartment again. You also have the option, if the landlord is harassing you by entering your apartment too many times, of giving the landlord a





landlord forgot to write down a payment you made or got the math wrong. Maybe you and the landlord are interpreting the rules in the lease differently. Perhaps you can determine where the misunderstanding is and figure out how to avoid violating the lease in the future.

If you and the landlord cannot come to some sort of agreement that resolves the issue for which the landlord is trying to evict you, the landlord will probably go to court to file an eviction case against you.

How do evictions work?

A landlord cannot remove a tenant from an apartment without first obtaining a court order telling the tenant she or he has to leave. This process of forcing a tenant to leave an apartment is called an eviction. To start an eviction action with the court, the landlord must file a complaint with the court that says why you are being evicted. The landlord must then give you a copy of the court paperwork telling you when you need to appear in court for your eviction. If you've already left the apartment, then the landlord can get permission from the court to post the paperwork to the apartment door rather than be required to track you down.

Evictions then take place in two stages before the court. The first stage is called the "possession" phase. The possession phase takes place about a week after the landlord files the court case to evict you. As the name implies, the possession phase only determines whether you can stay in the apartment. If you move out of the apartment before the court date, there will be no need for a hearing on possession of the apartment. If you are still in the apartment, though, the landlord will try to say that you should be evicted because of the reasons on the complaint and the Notice to Quit. If you think these reasons are wrong, then you will have the opportunity to explain to the judge why you should not be evicted, call witnesses to support your case, and show the judge any relevant documents you have. If the judge agrees with you, then you will not be evicted and will get to stay in your apartment. If the judge agrees with your landlord, you will be ordered to move out in 2 days or the police can come and remove you if you do not leave.

How do I get my things out of my apartment if I've been evicted?

Your landlord is required by law to give you a written notice that you have 15 days to remove any abandoned property left in your apartment after you move out of your apartment, including if you are evicted. However, the landlord can charge you rent for the days your property remains in the apartment. Your landlord can also move all of your things to a storage unit and charge you the cost of the storage unit. Your landlord is not allowed to keep your property to pay off unpaid rent or to pay for damage you may have done to the apartment.

After the 15 days are over, the landlord can sell anything that you have not removed. Many landlords are not aware of this law and do not immediately sell anything you have left behind. Or, the landlord might not let you back into the apartment to remove your things. If this happens, and the landlord did not give you proper written notice, you can sue the landlord in small claims court for the value of what the landlord sold or threw away. Of course, it is best to avoid this. So, if you are moving out and cannot remove all of your property in time, try calling your landlord to arrange a time to come and remove the rest of your things.

## Moving Out

How do I tell my landlord that I want to move?

If you want to move out of your apartment, you are required to give your landlord a written notice that you intend to leave. This is true even if your lease is expiring because most leases turn into month-to-month leases after the initial lease period ends. You must give your written notice to your landlord at least 30 days before the next day on which your rent is due. For example, if you want to move out at the end of May and your next rent payment is due on June 1, you would need to give your landlord written notice of your intent to move by May 1. Your written notice does not need to be complicated: all you need to do is write that you intend to move, provide the address and apartment number (if there is one), give the date by which you will leave, and sign it.

Can I move out before my lease is up?

If you move out of your apartment before your lease has ended, you are still legally responsible to the landlord for the remaining time on your lease, even if you give your landlord proper notice that you are leaving. So, if you move out in the middle of September and your lease runs until the end of November, you are responsible for the rent for the rest of September, all of October, and all of November. The landlord, in turn, has an obligation to make a reasonable effort to try to find a new renter to take over for you. If the landlord does find a new renter, you are off the hook for the rent once the new renter moves in. But until someone else starts paying rent, you are responsible for all of the rent until lease expires.

Landlords are allowed to take unpaid rent out of your security deposit. The landlord can also sue you in small claims court for any unpaid rent. If this happens, you should ask what the

landlord did to try to find a new renter. If the judge determines that the landlord did not do enough to try to find a new renter, he or she might reduce the amount of unpaid rent you owe to the landlord.

Can I stay longer if I need extra time?

Because you need to give your landlord notice that you intend to leave a month before you actually do move out, it is possible that you will not be ready to move out by the date you said you would. Maybe you are not completely packed. Or maybe you have not found a new place to live.

The landlord is not required to give you extra time to stay in your apartment after the date on which you said you would move. Many landlords might be willing to let you rent the apartment for an extra couple of weeks or an extra month if you give enough advance notice and are willing to pay rent for the additional time. However, if the landlord does not want to extend your time and you do not move out, the landlord can charge you one-and-a-half times your actual rent for the days you stay in the apartment past your move-out date.

Things to know when you move.

It is your responsibility to make your apartment reasonably clean when you move out. At the very least, this requires removing all of your things and taking out any trash. You should also clean the toilets, sinks, appliances, countertops and vacuum the floors. You cannot be required to shampoo the carpets or wash the walls unless you did any damage that goes beyond normal use; shampooing the carpets and washing walls is considered the responsibility of the landlord. Your goal when cleaning should be to make sure the apartment is at least as clean as when you moved in.

Hopefully you took good care of your apartment and did not cause any serious damage to it. Just to be on the safe side, you should take pictures of your apartment when you move out to show that it is in good condition. This way, you have proof if the landlord takes you to court for damage done to the apartment.

nonabusive living.” So, if an appliance breaks because it is old and not because of anything you did, then it is the landlord’s responsibility—not yours—to fix it. Or if the carpets get no more dirty than they would from normal, everyday use, it is the landlord’s responsibility—not yours—to clean them. The landlord is also responsible for any damage he or she causes and for any damage resulting from a failure to perform routine maintenance on the property.

If you move out with proper notice (either from you or from the landlord), then the landlord is required within 14 days to give you an itemized list of any deductions from your security deposit and to return to you any remaining money from the security deposit. The landlord has 30 days to do this if you move out without giving proper notice. It is a good idea to give your landlord your new address or a parent’s address so that the landlord will know where to send any security deposit refund. You should be able to figure out from the itemized list what is being deducted and why.

If you think that the landlord has deducted too much from your security deposit, or if the landlord either refuses to return any of your security deposit or provide an itemized list of deductions, you can sue the landlord in small claims court for twice the amount of the security deposit that the landlord should have returned to you but didn’t.

## Public Housing

What is subsidized housing?

Subsidized housing refers to a situation where either a government agency or a nonprofit organization pays part of your rent if you qualify financially. Subsidized housing can take many forms.

The most common is what is known as a “Section 8” housing voucher. This is a federal program that is run in Alaska through the Alaska Housing Finance Corporation (AHFC). The housing voucher will pay for a portion of your rent to any private landlord who accepts housing vouchers; the amount varies depending on your income and the number of people in your family. Once you obtain a voucher, you will be able to shop around to find an apartment that fits your needs, though there will be a limit on the monthly rent that you will be allowed to pay. You can apply by going to a local AHFC office or looking online at [www.ahfc.state.ak.us/rental/application\\_instructions](http://www.ahfc.state.ak.us/rental/application_instructions). There is usually a waitlist to receive a voucher, and it may take several months to over a year after you apply before you actually receive a housing voucher.

AHFC also owns several apartment complexes that it rents at reduced rates to families and seniors who are low income. In other words, AHFC would be the landlord, not a private individual. There are other nonprofit organizations that offer similar subsidized housing for low income individuals and families. This includes NeighborWorks Anchorage and several Alaska Native nonprofit organizations. And, the federal government provides various loans to landlords, especially in rural areas, for apartment complexes that offer low-income housing; these landlords in turn offer subsidized rent to qualified families and individuals.



How can I lose my public housing voucher?

Because the Section 8 housing voucher is a federally funded program, there are several laws that determine when someone has a housing voucher taken away from them. These reasons can include not paying your rent, doing serious physical damage to your apartment, or engaging in various illegal activities such as dealing drugs or violent criminal activity. Any federally subsidized housing program must offer you the chance for an administrative hearing before an administrative judge instead of in court before terminating your housing voucher or evicting you. You are allowed to bring an attorney to these hearings, but it is not required, and most people do not.

If your housing voucher is terminated, you may be ineligible to reapply for a housing voucher for several years, depending on the reason why you lost your voucher in the first place. Once you do reapply, you will go to the bottom of the waitlist.