

TENANT'S CHECKLIST FOR APARTMENTS/RENTAL HOMES

The following information is provided to bring your attention to the some of the areas where misunderstandings in rental contracts frequently cost tenants both time and money. This list is not all inclusive. It is ultimately your responsibility to know and understand the lease you are signing along with applicable state/federal laws. For legal assistance please contact the base legal office for guidance.

Currently, there are no command sanctioned landlords or housing areas in the Sheppard AFB (SAFB) commuting area. HOWEVER, not all landlords, homes, apartment complexes, subdivisions, or areas may meet your standards. Please research and use your judgment when finding suitable housing.

Landlords/Property Managers may request assistance from the Housing Management Office (HMO) and leadership with any problems associated with your tenancy.

DOD DOES NOT TOLERATE DISCRIMINATION IN COMMUNITY HOUSING: Please immediately report any suspected discrimination to the HMO.

ATTENTION Wichita County Code Red Emergency Notification System is available at www.co.wichita.tx.us/emo/codered.htm and will notify you by telephone in the case of an emergency situation that requires immediate action.

HMO staff is available to assist you with landlord/tenant disputes. Please don't let small problems turn into big issues that might cost loss of money, time, and credit. If you have any questions or problems with a landlord, please contact HMO staff at 676-1840.

SPONSORSHIP: Should you need a sponsor to provide assistance in getting settled into the community, please see your squadron commander for assistance.

BEFORE YOU MOVE IN:

READ AND UNDERSTAND YOUR LEASE BEFORE YOU SIGN: You, and the landlord, must abide by the terms listed in the agreement. If the landlord cannot answer all of your questions about the lease, bring a copy to the HMO before you sign it so we can explain it to you.

TEXAS DOESN'T HAVE A BUYER'S REMORSE LAW: As soon as you sign, it's binding.

MILITARY CLAUSE: Make sure your lease has this clause. **This clause only applies to the military member receiving PCS orders, deploying over 90 days, separating the service, or retiring and not staying in the local area.** The clause does not apply if you already have orders before you sign the lease. The military member must be primary on the lease. **The military clause does not give the member the right to move out and into privatized housing without orders.**

RESEARCH: Do your research before committing to a home/apartment. We do our best to ensure the properties listed in our data base meet military standards. Currently, the Commander has not placed restrictive sanctions any housing areas or landlords but not all properties or areas in our community will meet your standards. WFPD Crime Prevention officers can be reached at (940) 720-5007 or 5019 for crime statistics. Drive by the property during different times of day and note any activities. Trust your instincts, you will be the one living there and you have to feel comfortable.

SECURITY DEPOSITS: Most leases require you to pay a sum of money to be held as security against damages or breaking your lease. A special Texas Security Deposit Law, which cannot be waived, requires the landlord to refund the security deposit within 30 days after you vacate the rental unit, providing you have complied with the lease (written notice, forwarding address in writing, up-to-date rent, etc.). If the landlord retains all or part of the security deposit amount, the landlord must provide you with a list of deductions no later than 30 days after you leave. You cannot use your deposit for the last month's rent. **NOTE:** If you break your lease, you may lose the security deposit and also be liable for a reletting fee and still be liable for rent due for the remainder of the lease.

APPLICATION OR HOLD DEPOSITS: This is a fee paid to the landlord in exchange for holding a rental unit available for a certain period of time. If you decide not to take the rental unit, you will more than likely lose that money. If you do take the rental unit, the hold deposit will be applied to the security deposit. Have a written agreement on what will happen to the hold deposit.

ANIMAL DEPOSITS: Read the pet addendum carefully. Most landlords who allow pets in a rental unit will require a separate pet fee/deposit. Find out if all or any portion of the money is nonrefundable. If after moving into a rental unit you desire to get a pet, check your rental agreement and check with the landlord before getting the pet. You could be evicted for having a pet in the rental unit without permission from the landlord.

INCENTIVES: Many complexes offer move-in specials like rent discounts. If you do not fulfill the terms of your lease, you will be required to pay that money back.

LOCKS, LATCHES AND SMOKE DETECTORS: You are entitled to certain rights under Texas State law and the Texas Property Code. Please check the windows to ensure they are all capable of being latched. Also check to ensure that there are working smoke detectors near the bedrooms. The landlord is required to provide at least one keyed lock, one keyless bolting device (most residences) and a peephole on each exterior door and they must change the locks within 7 days of move-in.

OTHER AGREEMENTS: Any other agreements made between you and your landlord should be in writing and signed by both parties. A copy should be kept by both of you. Due to a high turnover in property manager/landlords, you need written verification of your rental agreement.

NOTE: Warranty of habitability. Check your lease prior to signing to determine which repairs you will be liable for and what the landlord will cover. Do not sign a waiver of warranty of habitability. This may release the owner from maintaining the property in a habitable condition and could cost you a great deal of money.

RENTER'S INSURANCE: Highly encouraged. Most leases recommend that you obtain renter's insurance to cover damage to or loss of your personal property due to leaking roofs, plumbing problems, burglaries, etc. The lease may waive any liability for such damage on the behalf of the owner/landlord. If you cause damage - you could be liable.

AFTER YOU MOVE IN:

DO A WALK THRU AND ANNOTATE DISCREPANCIES: Do this right after you move in. Write down any and all discrepancies with your unit. **Take pictures.** Make sure both you and your landlord sign and date and you both get copies. This protects you from paying for damages that aren't your responsibility. Have the landlord put in writing any promises of repairs that are to take place once you move in.

REPAIRS: If it says a reasonable time frame it could be anywhere between 5 and 7 days. Take into consideration the ordering of parts if necessary. Make sure you put all your maintenance requests in writing. Sign and date your request then keep a copy for your records. You can send it certified mail if you prefer.

COMMUNICATE WITH YOUR LANDLORD: Don't let minor issues turn into major problems. Try to work things out with them. If problems persist, then contact the housing office.

RENT INCREASES: If you are on a month-to-month rental the landlord is required to give you a 30-day written notice prior to raising the rent. If you are in a lease, the landlord cannot raise the rent prior to the termination of the lease, unless there is a clause in your contract allowing the landlord to do so.

WHEN MOVING OUT:

ADVANCED WRITTEN NOTICE OF LEASE TERMINATION: How much notice does your lease require you to give your landlord? **Most leases require a 30 day written notice.** Check to see if you are required to give a full calendar-month verses a 30 day notice. If PCSing, you will need to provide a copy of orders with your written notice. If you are not sure as to whether you will have your hard copy orders in enough time, talk to your landlord about giving them a copy of your official notification of orders until you receive your hard copy orders.

READ CLEANING INSTRUCTIONS & FOLLOW ALL: If you do not, they can deduct the charges from you security deposit. You can be responsible for any charges above and beyond the total amount of your security deposit.