

Applying to rent an apartment or house

Once you have found a home that meets your needs, your first step will be to fill out a rental application . The landlord may charge an application fee and will review the information you supply.

Information needed to fill out the rental application

- Identification with a picture .
- Social Security numbers, dates of birth, and full legal names of yourself and any adult(s) over 18 who will live with you .
- Place of employment for each adult, correct company name and address, the full names of immediate supervisors, and gross yearly or monthly income .
- Amounts of money in: Bank account(s), bank loans, and credit card debt for any adult named on the lease . The landlord uses these to check your credit rating and evaluate whether you can pay the rent .
- Driver's license and motor vehicle description if you have a car .
- Rental history, including the addresses and phone numbers of your former landlords or the people you lived with for the last few places you lived . This can help you in showing the landlord that you are a responsible individual .

To increase your chances of getting the apartment you want, have the information organized and ready . Be honest with all the information you give . Landlords have the right to obtain a credit report and do a criminal records check . If you lie on the application or give false information on purpose, you are committing fraud . Be prepared to explain how you have dealt with your credit problems, or evidence of rehabilitation or other appropriate counseling programs .

If the landlord rejects your application, the landlord may explain the reason, but often will not . A public housing authority must provide a reason for the denial and give an opportunity to appeal the denial . If you suspect that the landlord rejected you for a discriminatory reason or because of a policy that is discriminatory, you should consider talking to a fair housing advocate or an attorney or filing a fair housing complaint .

Negotiating with the landlord

If the landlord approves of your application to rent the apartment or house, you may be asked to sign a lease . Here are some things to look for in the lease:

LEASE CHECKLIST (be sure your lease covers the following)	
	Tenant(s) name?
	Landlord's name?
	Landlord's address and phone numbers?
	Full mailing address and unit number?
	How many people can live in the unit?
	Subletting allowed (renting to others)?
	Parking spot (on or off street)?
	Security deposit - how much?
	Who pays for utilities?
	Monthly rent?
	Due date for rent? Grace period? Late fees?
	Where to pay rent / who to pay?
	Lease period (start and end date)?
	Year lease? Monthly lease? Another term?
	How to renew lease?
	How to end/break lease?
	Penalties for ending lease early?

	Rules and regulations?
	Move in procedure - will landlord clean?
	Written agreement if repairs promised?
	How to request repairs?
	Requesting repairs procedure?
	Notice before for entering by maintenance?
	Lead paint notice? Lead paint removed?

You may be able to negotiate with the landlord to improve conditions in the apartment or provide more services. It may be harder to do this with apartment complex managers because of company policy, but ask! At some point, you may have to settle for what is offered, or you can decide to look elsewhere.

The time to make deals with the landlord is after you have been accepted as a tenant, but before you sign the lease. The landlord will usually ask for a security deposit (up to two months' rent) and require you to sign a lease . The lease should state clearly for which utilities the tenant is responsible . The landlord is responsible for maintaining the common areas in a multi-unit building . Beware if lease transfers these responsibilities to the tenant, especially if they would be difficult or costly for you .

Remember that once you sign the lease you are in a contract for the period of time listed in the lease . The only way you can make changes that will be enforceable in court is if you and your landlord both agree to change the contract in writing.

How much can a landlord charge for late fees?

Although the fees for paying your rent late may vary from landlord to landlord, the amount charged must be reasonable . As part of a contract, late fees are not supposed to be punitive . For example, a late fee of \$25 assessed after a five-day grace period may be reasonable, while a late fee of \$10 per day after the first of the month will likely be deemed excessive if the issue comes up in court . You should be careful about signing a lease that includes such charges .

*This handout contains a general statement of the law and should be used only as a guide.
It should not be considered legal advice because everyone's case is different.
The complete Self-Help Handbook for Tenants is available in electronic format
at <http://www.northpennlegal.org> in our Resources Section.
NPLS videos on rental housing are available on our website and at many area libraries.*