



## Tenants - 15 Costly Mistakes

1. **Signing a lease agreement without reading it carefully.**

There is a lot more to the lease agreement than how much you pay each month and how long you'll live there. Your lease agreement is a legally binding document that contains a lot of Do's and Don'ts about where you live and yet a lot of renters don't actually read their lease agreements.

2. **All Notices must be in writing.**

Per the Texas Association of REALTORS Residential lease agreement, all notices must be in writing. Saying I told the Person at the front desk or someone at the property management company is not a valid or acceptable defense. Be sure to put all requests and notices in writing.

3. **Not taking Pictures when you first move in**

Almost everyone has a digital camera or cell phone these days and should use it to document the state of the property at move-in.

4. **No Move-in Inspection Form**

You'll also want to document pre-existing damage on the landlord's move-in checklist. Don't stay in your home for more than few days without inspecting it fully and completing the Move-In Inspection Form immediately. Go through each room and list damages that you find. Notate even the slightest problem, as it may become a larger problem down the road. This protects you when it's time to receive your security deposit. That way you won't have to pay for damages for something that was already damaged when you moved in. Failure to complete this report, however, makes it difficult to prove that you didn't cause the damage, especially if you rent the home for a long time.

5. **You let your cousin Joe crash on your couch for a few weeks while he finds a new apartment.**

Most standard lease agreements have a place for the landlord to set a guest policy, but tenants either don't read their lease agreement or read it and forget it by the time Joe needs somewhere to stay. That's fine if he's there only a few days. Your lease agreement will specify how long a guest can stay before you are in violation of the agreement and he becomes an Unauthorized Occupant. A lot of renters don't realize they are in violation of their lease agreement by letting guests overstay. The specific time is stated in your lease agreement and you can be charged fines or be evicted for violating this section.

6. **Not getting renter's insurance.**

A landlord's insurance policy doesn't cover the tenant's personal property. If there's a flood, fire, or drain line backup and your valuables are damaged, you're responsible for your personal property. After you sign the lease agreement, make getting a renters policy the first item on your list. These policies usually offer theft coverage and are relatively inexpensive: Premiums usually range from \$200 to \$300 per year.

Ask yourself, "Why do I need renter's insurance?" Then ask:

- "What if a candle tips over or we have a cooking fire that causes damage to my home?"
- "What if I have a major flood from a broken water pipe or backed-up drain line?"
- "What if our home is burglarized?"
- "What if someone is injured on the property?"

Everyday these "What if" scenarios occur in homes. What happens if a "What If" occurs to you? If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions. And, even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable even to the owner of the property!

So, why do you need Renter's Insurance?

- To protect yourself from liability.
- To protect your possessions and to replace them in the event of a loss.
- To protect yourself financially.
- To provide you with temporary lodging if your residence is damaged.
- To you will have someone on your side when the unexpected happens.

The owner's insurance DOES NOT cover your personal property, food spoilage or costs associated with loss of use of the property. (i.e., lodging, if needed.) You should verify that your renter's insurance policy covers such events.

#### **7. Making Alterations and Painting without Prior Approval**

Tenants need to get permission before going ahead and making any alterations, renovations, or attaching any fixtures and fittings. Unnecessary conflict can arise if a tenant goes ahead without the landlord's permission, and ill feeling by the tenant can result from having to rectify the issue afterward. The easy way to avoid this situation is to always get approval from the landlord prior to making any changes or painting in writing! This will significantly reduce the chances of conflict and problems later on. You should also make sure you understand whether a major improvement or alteration stays with the property or goes with you when you leave. You may be responsible for restoring the property to its original condition after you leave. Seems like a great idea to paint the walls in your home to match the decor you want to create? It is a mistake to paint without permission. The home doesn't belong to you, and your paint job may not be marketable to future tenants when you move out. The owner would have to pay to restore the home to its original state, and they'll use your security deposit for that purpose. Some owners will allow you to paint as long as you paint it back to the original colors before you move out. Check the lease agreement first, ask the landlord before you paint and get everything in writing.

#### **8. Denying the landlord Access to the property**

According to the Texas Association of REALTORS Residential lease agreement the Landlord or anyone authorized by the Landlord may enter the property at reasonable times to survey or review the property's condition or to show the property to prospective tenants or buyers. If access to the Property is denied or the property is not accessible because of the Tenant's failure to make the Property accessible, it is a violation of the Residential lease agreement. Not only may Landlords charge the Tenant a trip charge, but Tenants will also be in default of their lease agreement. Consequences besides charges may include eviction and the associated legal fees. Future landlords ask if you broke any conditions of the lease agreement and we will have to say yes. By not cooperating with routine access, they may be reluctant to rent to you. Good communication and accommodating requests for access will prevent any of this from happening.

#### **9. You set up shop in your spare bedroom as a freelance graphic artist**

Millions of Americans run home-based businesses. If you're one of them, you should make sure your lease agreement doesn't specify that the rental is for residential purposes only. Of course, it may also depend on what kind of a business you're running. If your business consists of you, your computer and a telephone, you probably have nothing to worry about. But if your home-based business involves clients or deliveries coming by on

a regular basis, you'll want to discuss the issue with your landlord before you sign the lease agreement and check the local zoning laws and HOA restrictions.

**10. Be advised if you have Outside Storage.**

Your lease agreement or rental agreement likely says that you are responsible for keeping your rental home clean, safe and in good condition. Yes, that includes taking out the trash regularly. But did you know that there are laws that regulate what you may accumulate in the yard and around the outside of the property, even if it's out of sight? Items such as tires, car parts, business equipment, old appliances, etc. are just a few examples. Outside storage of these is a violation of city/county regulations, homeowner's association rules, and your lease agreement. Please store all items lawfully.

**11. Pets without Permission**

Don't assume that your landlord is okay with you having a pet on the premises without first obtaining written permission. This mistake is costly to you, and the pet will be out of a home if your landlord does not want pets in the home. If you plan on having pets, get the details of pet ownership spelled out in the lease agreement or pet agreement before moving in. If you decide you want a pet after you move into the home, check with your landlord before you get the pet. Some properties have a no pet policy, and other properties have pet or breed restrictions. A Friend brings over her new, cuddly little Puppy. This one seems obvious: Your lease agreement says "no pets," so you don't have a pet. But if your friend stops by for a few hours with the new puppy, that's still a violation of your lease agreement. The same goes for homes that allow yours but not any additional pets because the lease agreement contains a pet limit. When your friend brings their pet over you are in violation.

**12. Not changing A/C Filters**

Tenants often are surprised that inaction can be considered a lease agreement violation. Your lease agreement states that you are responsible for changing the air-conditioner or furnace filter every month, for example. Not only are residents violating the lease agreement by not changing their AC filters timely, but their inaction could cost them several hundred of dollars or more. For instance, if the AC system were to break down and the failure be contributed to a clogged filter that was not changed timely, you could end up with the cost of the whole repair. Please be sure to keep your AC filters changed on a regular basis.

**13. Not Maintaining the Yard properly.**

Many Tenants want the benefits of renting a house versus an apartment or condo, but then fail to maintain the yard properly. If you're renting a home or property that has a yard, your duties include yard maintenance. Mowing the lawn and raking the leaves are relatively common responsibilities.

**14. Not Notifying the Landlord**

The next time you notice something that needs repair in your home, do not simply ignore it because you think it's no big deal. Not saying anything to the landlord may come back to haunt you. An example would be that small drip under the kitchen sink reported timely would be a small repair, left unreported turns into a large costly repair of also cabinet damage. The additional costs of the repair becomes your responsibility.

**15. You sign up for that amazing introductory Satellite TV offer.**

Your lease agreement may state that no satellite TV dish can be attached to the building, or it may restrict where one can be attached. It's up to you to make sure the installation is allowed; the installers aren't going to warn you that you need permission. Be sure to get all approvals and permissions in writing from the Landlord and the Homeowners Association if the home you are renting is in an HOA.