



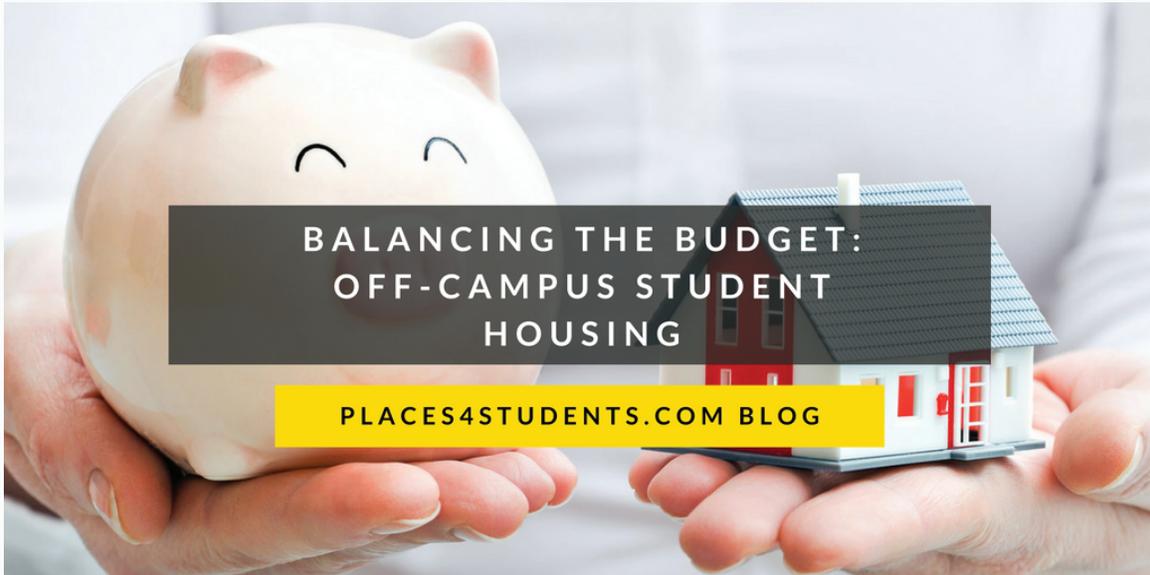
Places⁴
Students.com

A GUIDE FOR STUDENTS LIVING OFF-CAMPUS

Helping Students Find a Home Away From Home!



<i>Section:</i>	<i>Page:</i>
1. Budgeting For Off-Campus Housing	3
2. Fire Safety & Student Housing - Questions Students Should Ask	4
3. Joint Leasing (Group Leasing) vs. By-the-Bed Leasing	5
4. How To Form a Great Roommate Relationship	6
5. How To Write a Roommate Agreement	7 - 8
6. 7 Things Students Should Know Before Subletting	9
7. How To Write a Sublease Agreement	10 - 11
8. Can Student Tenants Evict Their Roommate?	12
9. What To Do If You Have Legal Issues With Your Landlord	13
10. Breaking Up With Your Landlord: How To End Your Tenancy	14



BALANCING THE BUDGET: OFF-CAMPUS STUDENT HOUSING

PLACES4STUDENTS.COM BLOG

While off-campus living is often cheaper, there are certain costs to factor in when creating a budget. Prior to moving off-campus, students should familiarize themselves with some of the costs and fees which are typically incurred. The following are some expenses to plan and budget for, when moving off-campus.

Application Fee:

This type of fee is more common in apartment buildings and communities. A tenant will be required to pay a fee for an application, before being considered for an apartment. The price varies from region to region, but it can be anywhere from \$50 to \$150+. This is an administration fee for management to conduct a credit check, background check, employment verification, etc.

First & Last Month's Rent:

First and last is pretty straightforward; however, students who are first-time renters may be unfamiliar with this common policy. Many landlords and property managers will require a tenant to pay both the first and last month's rent, before moving in. If the rent is \$600/month, the student tenant must provide \$1,200 before getting the keys.

Security Deposit:

It's often a requirement for tenants to pay a refundable (and interest-accruing) security deposit. The rental laws of each region determine the maximum security deposit allowed, but it's typically about half to a full month's rent.

Pet Deposit:

Some landlords and property managers will require another deposit for pet-owners. Much like a security deposit, the amount varies from region to region according to rental laws. Often the deposit will be more for larger dogs, in comparison to a small cat. If a tenant owns a pet, it's best to seek out a pet-friendly accommodation. Expect to pay anywhere from \$100 to a few hundred dollars for a pet deposit. It is refundable as well, given no damage is caused to the rental unit by the pet.

Utility Deposit:

Student renters may be required to set up their own utility accounts, if utilities are not included in the lease. The process of opening a new utility account will often require the tenant to pay a registration or account set-up fee. These fees are generally fairly small, ranging from \$20-\$50. But if the new account holders have a limited credit history, they may be required to pay a security deposit to each utility company. These deposits are typically a few hundred dollars, ranging from \$100 - \$400 and are refundable as well.

Parking Fee:

If student renters have their own car, they will likely need to buy one or two parking passes. The first will be for their college or university; and often costs a few hundred dollars for the full academic year. The second parking pass would only apply to renters who live in areas with limited parking, such as apartment communities.

Renters Insurance:

In most cases, renters insurance is very affordable and can be easily fit within a student's budget. Typically, a student can find renters insurance for approximately \$175 - \$300 per year (\$15 - \$25 per month). While this type of insurance is not mandatory for students, it can be an affordable investment with peace of mind.

Most of these costs are a one-time payment, many of which are refundable. Even after factoring in these fees, in most cases, off-campus housing is often still a very affordable option.



Before signing a lease, students are encouraged to ask their potential landlords some questions about fire and tenant safety. Several suggested questions are provided below.

1. Are smoke detectors installed outside all sleeping areas? Can I test them now?

It's not enough just to ask if they are installed; students should ask to actually test smoke detectors. Landlords should regularly be checking their smoke detectors, especially before they search for new tenants. If a student finds that there are smoke detectors that don't work, sometimes the solution is just new batteries. But other times, the smoke detectors will need to be replaced. This can be a red flag.

2. Does every single bedroom have a safe fire or emergency exit?

In some cases, having only one alternate exit is not enough (depending on the layout of the unit and location of bedrooms). It's imperative that every tenant has a means for safe escape in the event of a fire or emergency. This is especially important for basement units. Windows in a basement bedroom must be large enough for a tenant to crawl through, in case the emergency exit door is not reachable in the event of a fire. There are specific measurements that must be adhered to, in order for the basement unit to be a legal rental accommodation (this varies from region to region).

In addition, it's important to actually test alternate exits such as windows and doors.

For example, when a student is considering a basement unit, it's recommended to measure and open all of the windows to ensure they aren't sealed, painted shut or stubborn to open.

3. Is there a carbon monoxide alarm(s) installed? Can I test it now?

This question may not apply to all types of buildings, as some older buildings may not be required to have carbon monoxide alarms installed. Nonetheless, it's still a question that should be answered by a landlord; especially in newer buildings where it may be a legal requirement (this varies from region to region). Whether stipulated or not by a city's regulations, it's recommended to plug in a carbon monoxide alarm.

4. Are there GFC (ground fault circuit-interrupter) outlets installed in the bathroom(s) and kitchen?

For electrical safety, all outlets within close proximity to toilets, sinks and other running water faucets should have GFC style outlets (this may be a legal requirement in some regions). In addition, it's recommended to make sure there are enough outlets in the accommodation to avoid the use of multiple extension cords. Extension cords should not be used as permanent wiring.

5. Is there a fire extinguisher within the rental unit? If so, what type?

In most cases, landlords equip their rental

units with small fire extinguishers, especially within kitchen areas (this may be a legal requirement in some regions). There are three types of extinguishers: Class A, Class B and Class C. It's important that the correct class be used for specific type of fires.

- **Class A is for ordinary fires**
- **Class B is for flammable liquids**
- **Class C is for electrical fires**

It's also important that fire extinguishers are routinely inspected and tested to ensure functionality (inspection dates are usually documented on each extinguisher).

6. Has there ever been a fire in this residence? If so, what was the cause and outcome?

Knowing the history of a building or apartment is important. If there has been a fire at the residence previously, it's crucial to ensure that the property has been adequately repaired, inspected and approved by authorities that it meets safety guidelines.

7. Is this rental currently registered and certified (if required by the city)?

In some cases, municipalities have local by-laws in place that govern matters related to rental housing. This may involve having the fire department or a city inspector verify that the rental meets safety standards. Not all municipalities have licensing programs in effect, so this question may not be applicable in some regions.



So you're headed to college or university, eh? Time to live on your own! ...Or is it? If you're like most students, you'll be sharing your years of higher education (and your fridge) with roommates. There are two scenarios to choose from when deciding on the best off-campus housing roommate setup: Joint leasing or by-the-bed individual leasing. Wondering what's right for you? Let's weigh the options:

Joint Leasing

- You'll either head to the leasing office with friends to sign one lease together or use a third party service to connect with strangers and then lease together. (We recommend using a student focused off-campus housing website and roommate matching service!)
- The rent might be cheaper than individual leasing and the community might be more flexible on move-in timeframe.
- You'll all be equally responsible for the terms of the lease (meaning if one of you can't make rent, the rest of you will be on the line come the due date).
- When it comes to conflict, your community will probably not get involved. If you have a dispute with your roommates, you'll likely have to find a resolution on your own.
- These apartments are typically unfurnished (though some communities offer add-on furniture packages for a monthly fee).

- These apartments do not usually include utilities (electricity, water, television, internet) in the monthly rent. These are other expenses you'll need to agree upon with your roommates (and become jointly responsible for).

- Getting approved to lease will likely be different than a by-the-bed community. They may not require a parental guarantor. However, they might have a higher security deposit.

- If the community solely leases jointly, the atmosphere may be different than a by-the-bed community. By-the-bed communities tend to have scheduled community events and activities, while jointly leased communities tend to leave their residents to their own devices when it comes to social interaction.

By-the-Bed Leasing

- You will be renting only your bedroom (and possibly bathroom), and sharing a part of the common area in your apartment.
- The community will most likely offer a roommate matching service; although, you can also request to live with roommates you already know.
- You will not have control over who leases the other bedrooms in your apartment. If one of your roommates chooses to leave, your apartment management office reserves the right to lease it to anyone who meets their approval criteria.

- Because you are paying individually, the per person rent might be higher. However, if one of your roommates can't pay, it won't affect your responsibilities. The higher cost per person is a result of the convenience and financial security of individual leasing.

- Most by-the-bed communities have an on-site team ready and willing to support your success as a student and resident of their property. If they were the ones who matched you with your roommates, they'll probably aid in resolving major conflicts.

- These apartments are typically furnished.

- These apartments usually include all utilities (electricity, water, television, internet, and wi-fi routers) in the monthly rent.

- Getting approved to lease will likely be different than a jointly leased community. They will most probably require a parental guarantor. However, the application fees and security deposits may be less than jointly leased communities.

- The atmosphere will probably be collegiate with scheduled events, groups and activities designed to cultivate social interaction for students.



If you've never heard the term 'roommationship' before, it's a portmanteau that expresses the unique relationship forged between roommates. A roommationship is characterized as a living arrangement between two or more individuals in which they share many aspects of life: accommodations, bills, friends, food and more.

Here's a step-by-step guide on how to start roommate relationships on the right foot.

1. Creating a Roommate Wanted ad? Don't sugarcoat things – be yourself & be honest.

Do you ever notice how most roommate profiles read like the driest and most plain literature ever? Maybe it's because people want to present themselves as the most favorable and generic roommate, but by doing so, they often don't paint an accurate picture of their lifestyle. Many profiles will state the same basic stuff that is just content-filler; 'I like sports, I take my studies seriously, I like watching Netflix, etc.' You get the point. Instead of trying to carefully craft a favorable representation of yourself, just be honest. This will save headaches later when your roommate actually finds out you play the drums, enjoy talking to your cat and have a habit of sleepwalking; none of which you mentioned in your roommate ad.

2. Lurking a potential roommate on social media?

Let's be honest – everyone does some social media lurking. We spend countless hours trying to evaluate people's lives by scanning

through their Facebook, Instagram, Twitter and any other social channel imaginable. The problem is we can often cast judgments or create certain impressions based solely off of an online presence. This is not to discount the importance of doing roommate research through social media, but it's important not to judge someone solely on what you see online. People will not always show their true character through social media.

3. Contacting a potential roommate for the first time? This isn't an autobiography.

The first point of contact, whether through email, text, Facebook Messenger or whatever other channel, should have some substance but shouldn't be an autobiography. What this means is tell the potential roommate a little bit about yourself, beyond what they already know, but don't give them a chronological breakdown of the past eighteen years of your life. Keep it succinct and only tell them what you think is important and relevant. More particular details can be discussed if you actually meet in person.

4. Meeting a potential roommate for the first time? It's not a job interview – don't treat it like one.

Cut the formalities and trade the blazer for your favorite band t-shirt. Of course, you want to come off as a desirable and likable person who would make a potential roommate, but don't act like someone else in an effort to woo someone or create a more favorable impression. Be yourself. Your

roommate will eventually see the real you and it's better to be transparent from the start, instead of putting on an elaborate act, only to drop it after you've moved in.

5. Searching for places together? It's not an episode of one of those real estate TV shows on HGTV.

This isn't Love it or List It or House Hunters; don't expect to find that perfect place after only viewing three properties. The first thing to do is set realistic expectations within your and your roommate's budget, before ever going to see a place. Have a general idea of what amenities and features you'd like and the monthly rent you can afford (we previously talked about how much students should spend on rent). Also, be prepared for some minor disagreements and compromises. Searching for a place to live can be stressful, especially in competitive rental markets. To ensure your roommationship starts off well, it's important to work together towards finding a place and ensure all parties are content.

6. Settling on a place? Don't break the bank.

Next to stealing each other's food, finances are one of the biggest areas of disputes between roommates. The move-in period is full of financial surprises and an endless series of payments and deposits. It's best to establish a financial plan once a place has been chosen to avoid future disputes. This plan should outline how rent will be divided, how security and utility deposits will be paid, etc.



After roommates have been selected and a lease has been signed with the landlord, the next step is to start ironing out the specifics. These details include making decisions about how rent will be divided and paid, how bills will be split, how chores will be shared and much more. Some roommates will simply resort to an informal verbal agreement for these matters, but this may become an issue if a disagreement occurs and nothing is in writing. This is where a roommate agreement comes into play.

A roommate agreement goes one step beyond a verbal agreement and puts all the terms and conditions in writing. Each roommate comes to a mutual arrangement and signs the document. While a roommate agreement is not a legally binding document, putting rules and expectations in writing can help keep everything civil in times of disagreement.

Here's a sample roommate agreement which suggests some of the topics that should be covered. While this is not a comprehensive roommate agreement, it gives a general idea of how one is composed. Students are encouraged to create a contract with their roommates which include their specific requirements.

Places4Students.com - Roommate Agreement Template

This Roommate Agreement is made by the following individuals, [INSERT NAME] and [INSERT NAME], who will be referred to from hereon in as the 'roommates'. The roommates are co-tenants at [INSERT ADDRESS]. The roommates have all signed a lease with [INSERT LANDLORD NAME] for the period of [INSERT LEASE START & END DATE].

The roommates agree to the following rules and terms:

1. Lease Agreement:

All roommates agree to adhere to all of the lease conditions, as outlined in the lease agreement.

2. Rent:

The total monthly rent is \$ XXXX and is to be divided as follows: [ENTER HOW THE RENT WILL BE SPLIT]. Rent is payable on the __ day of each [WEEK/MONTH], directly to [ENTER LANDLORD NAME]. The roommates agree that they are both jointly and individually liable for the full amount of rent. This means if a roommate(s) stops paying rent, the other roommate(s) are still responsible for paying the full amount of rent to the landlord.

3. Security Deposit/Fees:

The total sum of the security deposit/fees is \$ XXXX and is to be divided as follows: [ENTER HOW THE SECURITY DEPOSIT/FEES WILL BE DIVIDED]. Any deductions from the security deposit/fees will be shared equally amongst the roommates, and whatever sum of money which is returned by the landlord will be divided equally amongst all roommates.

4. Utilities and Bills:

The following bills will be divided as follows, [ENTER EACH BILL NAME AND HOW IT WILL BE DIVIDED].

5. Living Arrangements:

The bedroom(s) will be allocated as follows, [ENTER THE BEDROOMS AND WHICH ROOMMATE WILL OCCUPY EACH].

6. Cleaning:

Household chores will be equally divided as follows, [ENTER CLEANING DUTIES AND RESPONSIBILITIES HERE].

7. Food:

Each roommate is responsible for providing his or her own food and will not use another roommate's food without permission.

8. Guests/Overnight Guests:

[ENTER A GUEST/OVERNIGHT GUEST POLICY AS AGREED BY ALL ROOMMATES].

9. Parking (if applicable):

The parking spaces will be allocated as follows, [ENTER # OF PARKING SPACES AND HOW THEY ARE DIVIDED].

10. Terminating a Lease Early:

If a roommate needs to terminate their agreement before the end of the lease period, they [WILL/WILL NOT] be responsible for their portion of rent and [WILL/WILL NOT] be required to find a replacement tenant. The other roommate(s) must approve **the replacement tenant, if applicable**.

11. Violations of the Agreement:

If a roommate repeatedly violates the roommate agreement after warnings, the other roommate(s) may ask the roommate to leave.

12. Other Terms:

[ENTER ANY OTHER RULES OR TERMS].

13. Signatures:

All roommates sign and date the roommate agreement.

Roommate's Signature

[Insert Roommate's typed/printed name]

Date

Roommate's Signature

[Insert Roommate's typed/printed name]

Date



THE LIFE OF A SUBLETTER: 7 THINGS STUDENTS SHOULD KNOW

PLACES4STUDENTS.COM BLOG

Entrance into a sublease agreement can be an enlightening, yet unconventional rental situation. For first time subletters, the experience can potentially cause some ambivalent feelings, being that a 'subletter (or sublessee)' involves living somewhere that your name isn't actually on the lease. You're technically not a 'tenant' in the eyes of the original lease agreement; rather, you're a 'subtenant'. As well, subtenants may feel a bit awkward at first, particularly when entering a sublet with someone else's roommates.

Despite all this, subletting is a very economic way to save money on a tight budget! In many college and university markets, property managers and landlords prefer a 12-month lease agreement, and it's uncommon to find more flexible leases which align with the academic year. If you're a student who is considering subletting, there are a few things to consider beforehand.

1. Make sure the original tenant has consent to sublet, before moving in.

While a student subletter may feel that it is not their responsibility to seek approval from the landlord (and it technically isn't), they should still ensure the original tenant has received consent to sublet. While the subletter would not be held accountable, he/she could be evicted with little or no notice, if the original tenant did not receive authorization to sublet. It's recommended to ask the original tenant and confirm that permission has been given.

2. The original tenant will be the one responsible for paying rent to the landlord.

Unless otherwise specified (and approved by the landlord), the original tenant is responsible for paying rent to the landlord. However, if the original tenant was not transferring the money to the landlord, it could result in the subletter being evicted.

3. The landlord has no contractual relationship with the subletter.

The subletter has no written contract or agreement with the landlord, so the landlord is under no legal obligation to communicate directly with the subletter. All correspondence would go through the original tenant to the landlord.

4. In most cases, the original tenant cannot charge the subtenant more than the original rental rate.

There are a few exceptions to this, but in most cases, the original tenant cannot legally charge the subtenant more than the rent specified in the lease agreement. In many cases though, sublets will actually be offered at a cheaper rental rate, in order to be more competitive. This is especially true during the summer months, when there are a significant amount of sublets available.

5. In most cases, the original tenant does have the authority to evict a subletter, but they must go through the formal eviction process.

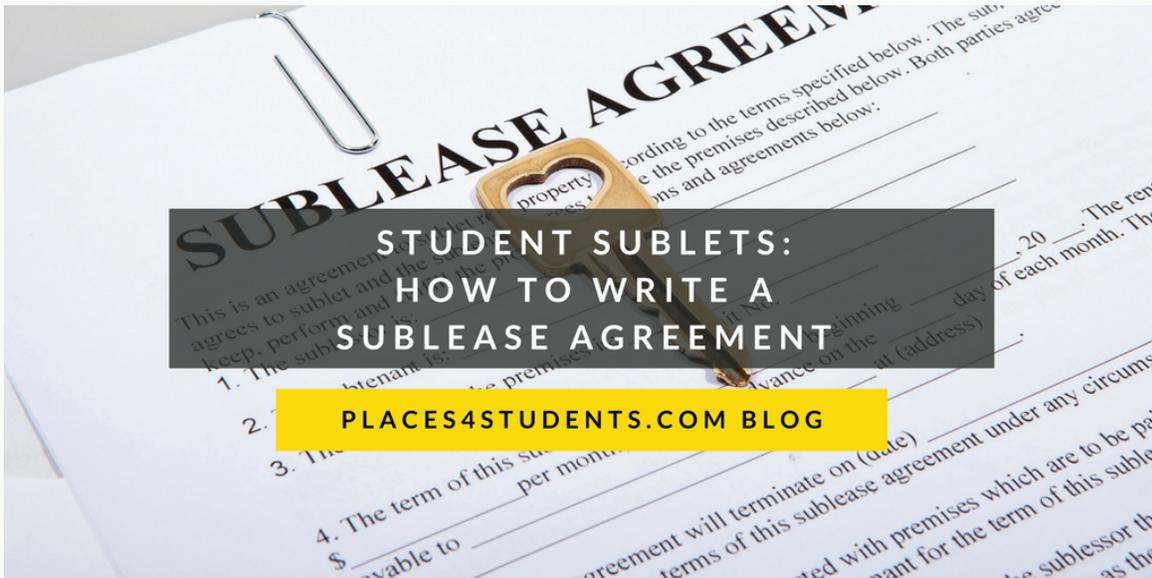
The original tenant usually has the authority to launch eviction proceedings, if a subletter is violating the sublease agreement. However, proper eviction notice would need to be provided. If a landlord wishes to evict a subletter, the original tenant's right to sublet the rental would need to be terminated first, which usually means the original tenant would need to be evicted beforehand.

6. A person who is not listed on the lease technically cannot sublet, unless receiving written consent from the master tenant.

In some cases, one person may sign the lease on behalf of other roommates who do not sign the lease; this person becomes the 'master tenant' who relays rental payment to the landlord for everyone. This essentially means that the master tenant has control over anything and is the only authorized person to deal with the lease agreement or sublets. If one of the roommates wishes to sublet a room, approval must be received from the master tenant first, who must already have permission to sublet from the landlord (usually there is a lease section, specifically about subletting).

7. A sublease agreement is recommended for all parties involved.

It's always best to have contractual obligations and responsibilities in writing, especially with rental properties. An original lease or sublease agreement is advised. In some cases, a subletter won't sign a formal



Much like a lease, a sublease agreement is an important document which a student should create before they choose to sublet. A sublease agreement is a legally binding contract that outlines the terms and applicable information about the arrangement.

The following is a guide to creating a sublease with the essential sections to include. A sample sublease agreement has also been provided on the following page.

Part I: Names of the parties signing the agreement and date

This step is pretty straightforward. Include the full (legal) name of the original tenant and the individual who will be subletting, as well as the date. The original renter is commonly referred to as the 'Tenant' and the person subletting is referred to as the 'Subtenant' in the agreement.

Part II: Property information

Include the full street address of the property. If the sublease isn't for the whole unit, be sure to specify this. For example, this applies if a person is only subletting a room within the house.

Part III: The term of the sublease

This section outlines when the sublease will begin and when it will conclude. It's important to include these possession dates, as to avoid any misunderstandings.

Part IV: The rental rate

Include both the amount of rent which will be paid each month and when it must be paid by. It's also important to specify who the subtenant is to pay rent to, whether it will be the landlord/owner or the original tenant. In many cases, the original tenant will collect the rent and pass it onto the landlord/owner.

Part V: Additional fees/security deposit

This section will outline any additional fees such as a security deposit, pet fees, application fees, or any other type of miscellaneous fees. It's important to be transparent about all fees, so that there are no surprises for the subtenant. It's also advised to include the terms and conditions of a security deposit and what is required of the subtenant, in order to get it back.

Part VI: Sign and date the agreement

As with any contract, make sure both parties sign and date the agreement.

Places4Students.com - Sublease Agreement Template

This sublease agreement is made for the sublease of [INSERT TYPE OF RENTAL DWELLING] between the original tenant, [INSERT NAME OF ORIGINAL TENANT], and the subtenant, [INSERT NAME OF SUBTENANT], made on [INSERT DATE]. The [INSERT TYPE OF RENTAL DWELLING] is located at [INSERT FULL STREET ADDRESS]. The parties agree as follows:

The sublease premises is to be used only for residential purposes.

The subtenant will take possession effective [INSERT DATE] at [INSERT TIME] and will vacate the premises no later than [INSERT DATE] at [INSERT TIME].

The subtenant will pay [THE LANDLORD OR THE ORIGINAL TENANT] \$ XXXX per [WEEK / MONTH] to be received on the [INSERT NUMBER] day of each [WEEK / MONTH].

If rent is not received by the [INSERT NUMBER] day of each [WEEK / MONTH], a penalty of \$XXX will be charged as a late fee and added to the amount of rent due. Rent is to be paid by [MONEY / CHEQUE / ONLINE / ETC] and is payable to [INSERT FULL NAME].

A security deposit of \$XXX is to be paid by the Subtenant to the [ORIGINAL TENANT / LANDLORD]. At the end of the sublease term, the landlord will examine the condition of the premises. Any damage done to the premise, beyond normal wear and tear, and caused by the subtenant will be deducted from the security deposit. (If there are any additional fees include that information here).

Tenant's Signature

[Insert Tenant's typed/printed name]

Date

Subtenant's Signature

[Insert Subtenant's typed/printed name]

Date

Landlord's Signature

[Insert Landlord's typed/printed name]

Date



CAN STUDENT TENANTS EVICT THEIR ROOMMATE?

PLACES4STUDENTS.COM BLOG

It's a few weeks into the first semester at college or university, but your new roommate has made it feel like an eternity! Your lifestyles completely clash. Your home environment is one filled with uncertainty and a lack of comfort. You thought after a few weeks you would adjust to each other, but that hasn't happened. As tensions rise and roommate conflict ensues, you're left wondering - *can I kick out my roommate?*

The answer is - ***probably not!***

However, there are a few circumstances in which one roommate can evict another. There are two key factors to consider.

1. Did your roommate sign the lease agreement with the landlord? If yes, the roommate is an 'official-tenant'. In this case, the student would likely be unable to kick out the roommate, as the landlord would only have the power to evict a tenant.

2. Is your roommate someone that lives in the rental but only you signed the lease? If yes, the roommate is a 'sub-tenant'. In this case, the tenant may potentially have the power to kick out the roommate; but it can be a difficult process.

In situation two, there is usually one of two ways a student tenant may have the power to evict a roommate.

- **One tenant is designated as a 'master-tenant'.**

In some cities, there are bylaws which allow landlords to select a particular tenant as the master-tenant. A master-tenant is typically a long-term renter who was granted certain authorities to act on the landlord's behalf for various matters. The master tenant still needs reasonable grounds to evict a roommate; but if the landlord has granted this person the power to remove tenants from the premises, it would be considered legal.

- **Only a 'single-tenant' is listed on the lease agreement.**

If only one tenant is listed and has signed the lease agreement, the other roommates are not technically tenants of the landlord. Since their names are not on the lease, they are not considered a tenant. In this case, the single-tenant who signed the lease may potentially be able to kick out a roommate, but it's extremely complicated.

The reason it's so complicated is because there isn't anything in writing which would cover key issues like lease termination and eviction. Not having anything in writing could work against the single-tenant listed on the lease and could make it even harder.

In some cases, the single-tenant will have to seek assistance from the landlord to evict the unwanted roommate. However, it's still very difficult. If the unwanted roommate has lived in the unit for an extended period of time and the landlord has never disputed this tenancy, then the roommate could claim to be a tenant. For example, in the state of California, if a person has lived in a dwelling for 30 days or more, they are considered a tenant, even though they didn't sign a lease.

Evictions are often costly, a difficult process to go through, and should be avoided if possible. Local tenancy laws vary widely from region to region, especially when it comes to lease terminations and evictions. Student tenants are advised to review the local laws which are applicable, before considering the removal of a roommate. In some cases, a subletter won't sign a formal document because the original tenant does not supply one. In such circumstances, the subtenant should take the initiative to create the sublease document.



WHAT TO DO IF YOU HAVE LEGAL ISSUES WITH YOUR STUDENT HOUSING LANDLORD

PLACES4STUDENTS.COM BLOG

Most student tenants only have a very basic understanding of the legal matters associated with renting and student housing. We seldom hear of students experiencing legal issues with their landlords; but when it does happen, they should become more informed.

1. Know your rights as a tenant.

Student renters are highly encouraged to educate themselves on their rights and responsibilities as a tenant. Before ever confronting a landlord about a legal matter, the tenant should research the local landlord and tenant laws.

2. Try to diplomatically resolve the legal issue without a third party.

If a legal issue arises, try to settle the situation directly with the landlord first, before contacting a third-party for help. If the issue cannot be resolved between the tenant(s) and the landlord, then it would warrant seeking advice or assistance from an outside party.

3. Contact your school's student legal services.

Many colleges and universities have a service that will provide legal counsel and advice to students (often free-of-charge). They will listen to your side of the story and provide legal advice on how to proceed.

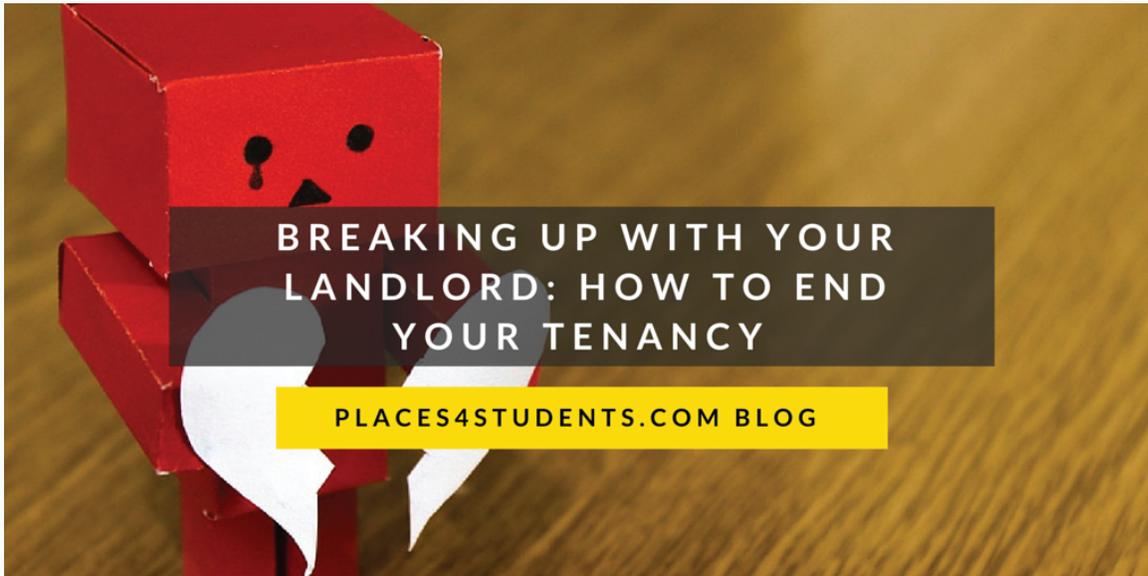
4. No student legal services? Contact your local landlord and tenant board.

The local landlord and tenant board is responsible for helping to resolve disputes between landlords and tenants, provide advice regarding the applicable laws and gives both parties information about their rights and responsibilities. The board also directs landlords and renters through the necessary steps to file a complaint.

5. Worst case scenario? Hire a lawyer.

If all else fails and the legal issue is severe enough to warrant a court case, it might be reasonable to seek legal representation.

Most landlord and tenant issues are resolved without the need for third-party involvement; however, students should be aware of the resources available to them regardless.



Rewind nearly twelve months ago - remember that important document your landlord had you sign? That document you may or may not have read, called a lease? Well now is the time for students to start rummaging through their drawers to find their lease agreement, if they are thinking about ending the tenancy early.

Most lease agreements have a section that outlines the responsibilities of a tenant who chooses to terminate their lease. This section is particularly important, as it will contain vital information about the process of ending the lease and what is expected before moving out.

Unfortunately, for this type of break-up, paperwork will be involved. Unlike other types of break-ups, a tenant can't simply say it's over and expect everything to be settled. Below is a step-by-step guide with suggestions for student tenants when they decide to end their lease.

1. Before doing anything at all, review the lease agreement!

There are two things in particular that student's will need to find in their lease agreement. The first is the notice provision and the second is the termination provision.

The notice provision pertains to how much notice (time) a tenant must provide a landlord before moving out. In addition, this section will identify how the notice is to be delivered. Almost always, it will need to be in writing and signed by the tenant(s). Some landlords will not accept notice in email

format and will require a hard copy. As a general rule of thumb, tenants usually have to provide between 30-90 days notice before moving out.

The termination provision will include important details like whether or not your lease will automatically terminate or renew at the end of the period. This section may also include information about early lease termination or violations. It's important to know if a lease automatically renews, and if so, what the deadline date is to cancel the renewal.

2. Find a new place before terminating the lease.

The last thing any student wants to do is terminate a lease before they've made plans to move somewhere else. If a student terminates the lease before signing another one, this could be a bit of a gamble to find alternate suitable housing.

3. Provide written notice to vacate for the landlord.

This document should be straightforward and simply lets your landlord know that you'll be terminating the lease.

4. Review the lease agreement fine print for security deposit deductions, before moving out.

Chances are, there may be some specifics that were overlooked which may result in security deposit deductions. For example, if a tenant put any nails or holes in the wall for

hanging pictures or fixtures, they may be required to fill/patch these holes before moving. Failure to do so could result in a small deduction from the security deposit.

5. Ask the landlord to do a final walkthrough of the rental.

While the landlord isn't necessarily obligated to do this, most will be more than willing to. This way the landlord can indicate any things which may have been overlooked and are required to be done before moving out. This will help minimize the possibility of losing portions of the security deposit.

6. Return the keys!

Sounds pretty self-explanatory right? Well believe it or not, a lot of tenants forget or do it incorrectly. A landlord may specify exactly when and how the keys are to be returned. If they are not returned on time or in the manner specified, this might constitute as grounds for a security deposit deduction, in order to change the locks.

BONUS: Ask your landlord for a reference letter!

It's not uncommon for other landlords and property managers to ask for previous landlord references when they are considering you as a tenant. If you end your tenancy on a good note, it's recommended to ask the landlord for a brief written reference letter for future use.



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