

RENTING TIPS THAT CAN SAVE YOU TIME AND \$\$

**Housing Management Office (HMO)
1060 South Patrick Drive
Patrick AFB FL 32925**

FAIR HOUSING RULES: The Fair Housing Amendments Act of 1988 states it is illegal to discriminate against any person because of race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), or disability in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, and in the appraisal of housing. Blockbusting is a form of unlawful housing discrimination. More information is available at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/yourrights

Military personnel are prohibited from buying, renting, or leasing property from an owner/agent under restrictive sanction.

If a service member believes they have been discriminated against in housing, they are advised to immediately report the incident to the HMO. More information on policies and procedure is contained in AFI32-6001, DoD 4165.63-M, DoDI 1100.16, DoDD 1020.1 and 45SWI 31-213. A member may take *any* of the following steps in making a housing discrimination complaint:

1. File a complaint through command channels, starting with the Housing HMO. Be sure to include a detailed statement of the facts in the case. The problem can often be resolved at this level.
2. File a complaint with the Fair Housing Continuum, Inc. at 4760 N US Highway 1, Suite 203, Melbourne FL 32935. Phone number: (321) 757-3532.
3. File a complaint directly to the Department of Housing and Urban Development (HUD) using HUD Form 903 (1/02) and/or to the Department of Justice (DOJ) in the United States. To file a complaint online with HUD go to:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint
4. File a lawsuit in civil court.

THE SEARCH PROCESS: Once you have decided what community you want to live in, drive around the block/area where the rental is located. You should get to know the surroundings areas at all times of the day. Most of us look for housing during the daytime hours. When you have narrowed down your choice of rentals, go back in the evening to see how the atmosphere has changed, how much lighting is in the area, the noise level, etc.

When visiting the apartment communities, you will probably be shown a model. If you only see a model, then ask if all the apartments are like the model or if each apartment has a different layout, colors, carpet, etc. You should always see the unit that you will be renting to make sure it is acceptable BEFORE you sign the lease. Be sure to walk through/around the property, check the laundry rooms, and if possible, ask other tenants for their opinion.

When looking at houses for rent, the landlord will normally set up an appointment for you to tour both the house and the grounds. While viewing the property, make a list of any questions you may have to discuss with the landlord/owner.

PRIOR TO MOVING IN: Be careful about making any deposits unless you have definitely decided to move into the unit. A tenant who puts down a deposit or holding money, but then decides not to occupy the unit, may not be entitled to a refund.

All parties should sign a condition checklist BEFORE the lease is signed or put a clause in the lease stating both you and the landlord/manager will sign and date a condition checklist that will then become a part of the lease. Upon termination of your rental you should complete the move out inspection on the original form with the same individual if possible or their designated representative. Having a condition checklist signed and dated by the landlord/manager could make a difference in getting your deposit back.

Before you sign, make sure you thoroughly understand the terms of the rental lease/contract. If you don't understand something in the lease, DO NOT sign it. Make sure all blanks are filled in before you sign any type of paperwork. Anything that the landlord has agreed to do or allow must be in writing. Always get a copy of what you've signed, immediately. Once you sign a lease, you usually cannot cancel the lease without paying some hefty early termination fees.

REMEMBER: If you need legal advice contact an attorney. If you are eligible for legal assistance on base, the Legal Office is located in building 562, and the phone number is 494-7357.

MILITARY CLAUSE: Florida has now incorporated a provision for the military into the Florida Statute Chapter 83 "Florida Residential Landlord and Tenant Act", paragraph 83.682. Please read the paragraph carefully, **it is not a catch all.**

Since it is voluntary to move into privatized housing from off base, you may want to consider including a separate clause to your agreement/contract to permit you to vacate the rental property in order to take privatized housing as long as you provide notice within 30-days.

MAKE SURE YOU KNOW IF THERE IS A TERMINATION FEE OR PENALTY FOR NOT FULFILLING THE LENGTH OF THE LEASE. READ THE LEASE!!!, THEN HAVE AN ATTORNEY REVIEW THE LEASE BEFORE YOU SIGN IT.

LIVING IN THE RENTAL: When you get the keys to your rental, tour your apartment/home and make a thorough checklist of the condition of the property, inside and out. Do this within the first 48 hours unless your contract states otherwise. Items to check for include carpet stains, cuts or burns on the countertops and floors, chips in porcelain, damage to wallpaper, overall cleanliness, and anything else that you might be held liable for when you move out.

If the damages are really noteworthy, take pictures. Remember that the person you deal with moving in might not be the person you deal with when moving out. Get the landlord to acknowledge receipt and date YOUR COPY of the condition checklist. This is usually your only protection when you move out for not being charged for damages that you did not do.

If there are any disputes, you will need to prove your case. CONDUCT ALL BUSINESS IN WRITING, GET ALL AGREEMENTS IN WRITING, and if you need a witness they should not be related to you.

Always pay your rent on time. If you're going to be out of town, make prior arrangements with the landlord. If something unexpected comes up and you know you're going to be late with the rent, don't wait for the landlord to track you down, go to the landlord as soon as you know there's going to be a problem. Hopefully your landlord will work with you, if not; the landlord may terminate the rental agreement.

If you sign a lease for a specified amount of time, you are legally obligated to pay rent for the entire time. If you receive orders, please review Florida Statute 83.682, Termination of rental agreement by a service

member. Breaking a lease can be extremely expensive and aggravating. There could even be more penalties involved depending on what's in your contract. If an agreement is reached to let you out of the lease, it **MUST BE IN WRITING** (check with Base Legal on the correct procedure and proper documentation). Remember; always keep a copy of any paperwork related to your rental agreement.

What happens when your initial lease term expires? It could automatically be renewed for another lease term if notice has not been given, which may mean you then have a month-to-month lease, or you may have to vacate the property at the end of the term. How much notice must be given by either party? Does the rent change? **MAKE SURE YOUR AGREEMENT CLEARLY SPECIFIES WHAT HAPPENS IN THIS SITUATION!**

STANDARD OF CONDUCT: A separate document is including in your briefing package.

INSURANCE: In many states the landlord is under no obligation to purchase any insurance coverage for the leased premises. You should always ask about any insurance coverage. If the landlord is to purchase the insurance, the tenant should inquire into the nature of the policy to be purchased.

Remember, if the premises are damaged or destroyed by fire due to the fault of the tenant and the landlord has insurance, the landlord will collect from the insurance company. In most of these cases, the landlord's insurance company will then sue YOU to recover the amount it paid the landlord. In addition, if the landlord has no insurance, then YOU may be sued directly.

At a minimum, you should consider obtaining fire insurance coverage. Many people choose to obtain a homeowner's policy specifically designed for rental property. These types of policies are offered by many insurance firms. Renters insurance not only protects against damage the tenant causes to the landlord's property, but also covers loss or damage to the renter's own furniture and belongings.

REQUESTING REPAIRS: Request all repairs in writing and have the landlord acknowledge receipt and date your copy. If you have to mail correspondence to the landlord, send it **CERTIFIED** mail (**RETURN RECEIPT REQUESTED**).

THE MOVING-OUT PROCESS: Don't forget to give the required written notice. Be sure to check your lease/agreement for any specified conditions or time periods. When giving your notice, **ALWAYS** put it in **WRITING** and get the landlord to acknowledge receipt and date **YOUR COPY**. Make sure to include a good forwarding address. If you mail your notice then make sure you send it **CERTIFIED** mail (return receipt requested).

It is usually a good idea to talk with the landlord in person. There are normally three different times when a landlord may require notice to be given: prior to rental due date, no later than the rental due date, and 30-days notice at any time during the month. The following are examples of how each type of notice will work in a given situation. Assume in each situation a 30-day notice is required and the rental due date is the first of the month.

1. If notice must be given **PRIOR** to the rental due date, in order to be out of the rental by 31 July, you must give notice **BEFORE** 1 July. If you wait until the 1st of July, you can be obligated until 31 August.
2. If notice must be given no later than the rental due date, then in order to be out by 31 July you must give notice no later than the 1st of July.
3. If 30-day notice can be given at anytime of the month, and you gave notice on 10 July, then you would need to be out of the rental by 10 August. However, make sure this is how it works with your landlord. The landlord might actually count exactly 30-days, which means if you count the 10th of July your notice would expire 8 August.

Vacate notices can be tricky so make sure you understand exactly what is required of you.

Prior to moving out of your rental, schedule a checkout appointment with your landlord. Walk through the unit together. This way, if something is wrong you will be able to resolve the situation right away. Schedule your appointment a day or two prior to your actually having to turn in the keys, this way you have time to correct any problems.

SECURITY DEPOSITS: When you move out, your landlord must either return your deposit (plus interest if applicable) within 15 days of lease termination, or justify in writing, within the 30-day period, why he is keeping a portion or all of the money. The justification must be sent by certified mail to your last known mailing address. If the notice is not sent as required within the 30-day period, the landlord forfeits his right to impose a claim UNLESS you failed to give proper notice prior to vacating. If the tenant objects to the landlord retaining all or a portion of the deposit the matter may be taken to Small Claims Court.

PROBLEMS/LANDLORD DISPUTE: Report any problems or complaints you may have regarding a rental to the Housing Management Office (HMO) 494-2594. We hope that the tips provided will prevent most of the potential problems that can be encountered in the rental market.

This rental briefing is not intended to be used to answer your individual problems, but merely to acquaint you with issues often raised when renting property. Legislative changes, court interpretations, and agency regulations may significantly affect this material. Since it is easier to advise a person how to stay out of or avoid trouble than it is to assist that person after he or she has gotten into it, you should make every effort to be conscious of those areas of the law which may affect you.

If you have any doubts or questions at all about the full consequences of anything you are contemplating, or are involved in, please contact an attorney. Remember, there is no reason to commit yourself to something you do not fully understand when professional help is available.

UTILITY REDUCTION PROGRAM FOR ELECTRIC SERVICE: Once you have made your housing choice and need to call to establish your utility connections, please be advised that HRO has a program with Florida Power and Light (FPL) to reduce the deposit to \$100.00 for all active duty members assigned to Patrick or the Cape. When you establish your electric service you will be told if you have a deposit and if you do the amount of the deposit. If the amount is more than \$100.00 then you should let the FPL representative know that you are active duty military. The utility service needs to be in the active duty member's name, and the active member would bring in a copy of their orders assigning them to Patrick or the Cape to the housing office to complete the forms needed to reduce the deposit. You pay your deposit up front and when FPL receives the reduction paperwork, they will post a credit to your electric account for the difference between what you paid and the \$100.00. We have no programs for gas or water services.

Florida Power and Light: <http://www.fpl.com>

City of Cocoa Utilities: <https://egoveast.aspgov.com/cococ2qcx/Index.jsp>

Melbourne Utilities: <http://www.melbourneflorida.org/watercon>

Other Useful Links:

School information <http://www.brevard.k12.fl.us>

Automated Housing Referral Network (AHRN): <http://ahrn.com>

Brevard MLS (Public site): <http://www.brevardmls.com/brv/pubmain.php>

Apartment Websites: www.Apartments.com / www.forrent.com / www.apartmentguide.com

DISCLAIMER: This rental tip handout is for information purposes only and is not, nor is it intended to be, legal advice. The Base Legal office number is 494-7357.