

HOUSING LAWS AND THE CONSUMER (PART TWO)

WEEK 5 ECONOMICS ONLINE INSTRUCTION

(Monday May 25, 2020 through Sunday May 31, 2020)

RENTAL AGREEMENT

The Tenant(s) known as _____, hereby agree to rent the located at _____

The premises are to be occupied by the above named tenants only. Tenant may not sublet

TERM The term shall commence on _____, at \$ _____ per month _____ of each month in full.

LATE FEES In the event rent is not paid by the _____ (5th) day after due date, Tenant agrees to charge of \$ _____

UTILITIES Tenant shall be responsible for the payment of the following utilities: water, electric, gas, Telephone.

APPLIANCES Appliances provided in this rental are: stove, refrigerator, dishwasher, washing machine, conditioner(s). _____
Repairs will be born by said Tenants if damage is due to negligence of Tenants.

SECURITY Amount of security deposit is \$ _____. Security shall be held by Landlord until Tenants have vacated the premises and Landlord has inspected it for damages. Tenant shall not have apply Security Deposit in payment of any rent. Security deposits must be raised proportionately with rent

INSURANCE Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven (7) days of execution.

NOTICES Should tenant decide to vacate the premises, a _____ day written notice to the landlord Should landlord decide to have tenants vacated, a _____ day written notice is required. Tenant premises to be shown at any and all reasonable times for re-rental.

REAL ESTATE COMMISSION (If applicable) In the event a commission was earned by a real estate shall not take possession of the premises unless all fees due broker are paid in full as agreed. when this lease is signed by the Tenant(s). It is solely for locating the rental for the Tenant and is not any circumstances regardless of any disputes or conditions between the Landlord and Tenant before occupancy is taken.

ACKNOWLEDGMENT Tenants hereby acknowledge that they have read, understand and agree to

Mr. Sapia

Directions: Read AND answer the five (5) questions on the answer sheet. Again, only record your answers on the answer sheet. Email me back only the answer sheet when assignment is completed. THANK YOU AGAIN.

Name/Class:

U.S History

Date:

Mr. Sapia

*WEEK FIVE ONLINE INSTRUCTION---HOUSING AND THE
CONSUMER, PART TWO*

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In many places such as New York City or Los Angeles, housing is in great demand and short supply. In this kind of market, landlords generally have the upper hand and can often tell tenants to "take it or leave it." Negotiating with the landlord about rent and other lease terms can be difficult, but it is worth a try, particularly if you know your legal rights and know what you want in an apartment or house. If you do try negotiating with the landlord, it is best to be assertive, yet tactful and polite. Landlords want to know you will be a good tenant. But tenants expect something in return--- namely, fair treatment and the clean, well-maintained place to live.

It may be possible to change parts of the lease. To strike a section from a lease, both the tenant and the landlord or rental agent should cross out the particular clause and put their initials next to the change. If anything is added to the lease, be sure the addition is written on all copies of the lease and is signed by both the landlord and the tenant.

Some landlords ask that you sign a standard form lease, because it is usually written to the landlords advantage. It may even contain clauses that are unenforceable in court. Since landlord-tenants laws differ from state to state, a few of the clauses that are legal in one state might very well be illegal in another. It would be in your best interest, to learn about the landlord-tenant laws in your particular state.

After a person signs a lease and moves into a rental home, both the landlord and the tenant take on certain rights and duties. Most of these are spelled out in the lease, but others exist regardless of whether or not they are expressly stated in the lease.

If the tenant violates a provision of the lease-- for example, does not pay the rent-- the landlord can go to court and attempt to have the tenant evicted. The tenant may be able to defend against the landlord in court and prevent the eviction.

A tenant's most important duty is paying the rent. Leases generally state the amount of rent to be paid and the dates on which is due. Most leases require payments on the first day of each month.

If you and the landlord agreed to a different day, be sure that it is written into the lease and that both parties have initialed the change.

Courts and legislatures in most states have decided that in situations in which a house or apartment is made unlivable by fire, landlord neglect, or other causes, the tenant cannot be forced to pay the rent. Keep in mind, however, that tenants have a duty to pay the rent and that landlords generally have a right to evict tenants who do not pay it. It is best not to assume that you are excused from paying rent.

Generally landlords cannot raise the rent during the term of a lease. When the term is over, the rent can normally be raised as much as the landlord wants. Some leases, however, include provisions that allow for automatic increases during the term of the lease. Many landlords include such clauses to cover the rising costs of fuel and building maintenance. A lease with an escalation clause is usually not favorable to a tenant.

Another factor that can affect whether the landlord may raise the rent is rent control. Many communities--- especially large cities--- have rent-control laws, which put a limit on how much existing rents can be raised. Cities with rent-control laws use various standards to control the rise of rents. Some places limit rent increases to a certain percentage each year. In other places, rent increases are tied to the cost of living or improvements in the building are allowed only when a new tenant moves in.

Rent-control laws slow down the rising cost of housing. However, there are many arguments supporting AND attacking rent control. Where ever it has been tried, it has been controversial.

In the past, landlords did not have a duty to maintain the premises or make repairs to a rented house or apartment. In the few places where this is still true, tenants have to make all repairs that are needed to keep the property in its original condition. As mentioned earlier, most states require landlords to keep houses or apartments they own in a condition fit to live in. The landlord is also responsible for maintaining common areas such as hallways and lobbies.

Many state courts and legislatures say that a **warranty of habitability** is implied in every lease. This means that the landlord promises to provide a place fit for human habitation. The warranty of habitability exists whether or not it is written into the lease. Thus, if major repairs are needed-- the furnace breaks down, the roof leaks, or the apartment is overrun by insects or rodents--- the landlord has a duty to correct the problems.

In addition to the implied warranty of habitability, many communities also have housing codes. These codes set minimum standards for repairs and living conditions within rental houses or apartments. Landlords are required by law to meet the standards of the housing code, and they may lose their license to rent if the standards are not maintained. Housing codes differ from

area to area, but in most places, tenants have the right to call in a government housing inspector to examine their apartment for code violations.

Although most places hold landlords responsible for major repairs, remember that the landlord's duty to make repairs differs from place to place and from lease to lease. It is always best to make sure the responsibility for repairs is spelled out in the lease. Also, remember that tenants have a duty to notify the landlord when repairs are needed. If someone is injured as a result of an unsafe or defective condition, the landlord cannot be held liable unless he or she knew or should have known that the condition existed.

Name/Class:

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*ONLINE INSTRUCTION WEEK 5 ECONOMICS ANSWER SHEET
HOUSING LAW AND THE CONSUMER , PART 2*

Directions: *Please record your answers in complete sentences in the spaces that are provided. Please write neatly. Email me ONLY the answer sheet. Thank you again.*

1. If you were a landlord, what repairs and maintenance would you expect the TENANT to perform? (Please list no more than three items). To receive full credit you must explain WHY you feel is the responsibility of the tenants.

2. If you are a tenant, what repairs and maintenance would you expect the LANDLORD to perform? (Please list no more than three items). To receive full credit you must explain WHY you feel is the responsibility of the tenants.

3. Why do many large community environments have rent-control laws in place?

4. Do you SUPPORT or ATTACK rent-control laws that exist in many large cities in the United States today? Explain in your answer in great detail to receive FULL credit.

5. Why do many state courts and legislatures enact a warrant of habitability for landlord-tenant rental agreements?

