

LANDLORD/TENANT RESPONSIBILITIES



A Charleston Public Safety Council Publication

About the Charleston Public Safety Council

The Charleston Public Safety Council was formed in April 1994 as one of only ten City projects in the US to be selected to participate in a US Department of Justice program to promote community self-reliance in the fight against crime. The CPSC was formed through an alliance of business, local government, and social agency leaders. The CPSC is incorporated as a 501c (3) nonprofit. The mission of the CPSC is to address public safety issues community-wide, and to work with individual neighborhoods by bringing people, their resources and energy together to create a safer community.

The Charleston Public Safety Council has actively sought to create solutions too many public safety issues in Charleston through the development of Task Forces. Past accomplishments include:

Reduction of the frequency and severity of acts of Domestic Violence, reducing expenses and personnel drain in the Charleston Police Department by instituting a false security alarm calls fine system, reducing teen pregnancies and substance abuse by implementing unique youth programs and activities, rededication and ongoing support of "Safety City", restructured METRO 911 reducing expenses dramatically for the City of Charleston, developed and distributed Charleston Newspapers supplements targeting Substance Abuse and Domestic Violence and Sexual Assaults for students in Kanawha and Putnam Counties, the publication of this handbook, the Community Resource Guide, and much more.

Currently, the work of the CPSC is focused to: Improve Landlord /Tenant relations and housing needs for low/moderate income residents, continue to decrease Domestic Violence incidents including elderly abuse, assist the City of Charleston and the Charleston Police Department with specific needs, work with the U.S. Attorney's program labeled "Hard Time for Gun Crime", support "Safety City", reduce youth violence and substance abuse, reduce teen pregnancy and offer training for teen parents, reduce rape and robbery crimes in high crime neighborhoods of Charleston, and expand programs within the Roosevelt Community Center.

Upon request the CPSC may be available to assist neighborhood associations and tenant councils in resolving specific problems and/or obtaining community resources to improve their public safety.

Your comments and suggestions in the improvement of this handbook should be directed to:

Executive Director, Charleston Public Safety Council
P.O. Box 146
Charleston WV 25321
(304) 348-8143

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INTRODUCTION

Landlords and tenants have different responsibilities, and it is important for everyone to understand their relationship to make it work. This handbook is intended to be a resource for the community, helping those who own rental property and those who pay rent understand their roles. All of us can accomplish so much more in our homes, our neighborhoods and our communities by working together. This information serves as a valuable tool for the citizens of Charleston and the community at large.

One of the most common complaints of Charleston residents, especially in the west side and east end neighborhoods, is the problem that surrounds rental properties. These problems range from the appearance of the building, crimes committed by rental residents or the illegal conversion of a house into apartments. The more informed landlords and tenants are of their rights and responsibilities, the easier it is for these problems to be resolved. The Landlord-Tenant Responsibilities Handbook provides much needed basic information to help guide landlords and tenants in their relationship. By using this handbook rental units will increase in value and in turn so will the neighborhood

In renting a home or an apartment, a legal relationship is established between the owner of the property, (the landlord), and the person who rents the property, (the tenant). The landlord and tenant enter into a contract, which may be oral or written, which imposes duties and liabilities on each of the parties. Before entering into a contract to lease an apartment or home, certain factors should be determined by the prospective tenant. An investigation should be made of the property to determine its condition before rental; and if possible, the tenant should attempt to learn certain facts about the landlord, find out about his/her reputation in keeping the premises in a proper state, making repairs, requiring and returning security deposits, etc.

The City of Charleston Building Department endorses this handbook for all property owners and tenants. As code enforcement officials, City of Charleston building inspectors investigate thousands of complaints involving landlord/ tenant disputes. The information enclosed will help eliminate many questions on responsibilities of owners and tenants. Additionally, this will educate all parties involved in obtaining decent, safe, and sanitary conditions for housing in the City of Charleston. In closing, we strongly recommend following the suggestions described in this handbook.

This handbook was prepared solely to be used as a resource and is in no way a legal document. The Charleston Public Safety Council cannot and does not guarantee either the correctness of all information furnished herein, or the complete absence of errors and omission.

ACKNOWLEDGMENTS

A special thanks to those individuals who served on the committee of the Charleston Public Safety Council that updated this handbook. Without their dedication and support this publication would not be possible.

The Charleston Public Safety Council in conjunction with the Charleston Human Rights Commission, the Charleston Renaissance Corporation and the U.S. Department of Housing and Urban Development prepared this handbook for your convenience

Printing made possible by the Charleston Human Rights Commission, the Charleston Renaissance Corporation -Housing Task Force and the U.S. Department of Housing and Urban Development.

TENANCIES

Basically, there are two types of tenancy rental agreements which could be created by a lease. They are:

1. A fixed period tenancy which is created where the lease states a beginning and ending date, and is therefore, for a fixed period. The rent may be stated as the total amount. For example, \$1,200.00 for one year, payable on the 1st day of each month by a payment of \$100.00 per month.
2. A periodic lease exists if the time is year to year, month to month and week to week. For example: a month to month tenancy would be for successive one month periods. In the lease, it would appear as "a lease for \$100.00 per month" with no date given as the end of the term. If a lease has no provision for termination, it may be terminated by either party by written notice to the other party, one full rental period in advance of termination. Termination must occur at the end of the rental period and not in the middle.

APPLICANT SCREENING AND FAIR HOUSING RIGHTS

Landlords are sometimes confused over how much right they have to turn down applicants. A few even believe that civil rights laws require them to accept virtually any applicant. **This is not the case.**

Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply. Federal fair housing guidelines prohibit discrimination based on race, color, religion, sex, handicap (disability), national origin, ancestry, blindness, or familial status (presence of children

18 years and younger). [Many state and local governments add more categories – marital status, sexual orientation, and source of income are common examples.] The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids landlords from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that every person belongs to these various classes – each of us can be defined in terms of our race, color, sex, ancestry, national origin, familial status, etc. So any time the landlord denies an applicant, the landlord may have, in a sense, denied someone who belongs to a protected class. *The question is whether or not the landlord treats applicants or tenants adversely because of the class to which they belong.* If the criteria the landlord sets are neutral to class issues and the landlord applies them consistently, the landlord may turn down an applicant who does not meet equally applied standards.

TENANT APPLICATION INFORMATION *WHAT TO INCLUDE*

These requirements and others will be on many standard forms:

- Full name, including middle;
- Date of birth;
- Driver's license/legally accepted ID card (number and state);
- Social security number (LANDLORD needs it for the credit check);
- Name, date of birth, and relation of all people who are going to occupy the premises;
- Name, address, and phone number of tenant's past two (2) landlords;
- Income/employment history for the past year. Income/salary, contact/supervisor's name, phone number, address. If tenant is self-employed, landlord should ask for a copy of business license, tax returns, bank records, or client references;
- Additional income-*it is only necessary to list income that the applicant wants included for qualification*;
- Credit and loan references. Auto payments, department stores, credit cards, other loans;
- Bank references. Bank name, account number, address, phone number
- Police Department Background Check;
- AS APPROPRIATE: Name and phone number of a relative to call in case of emergency; information about pets and deposit rules; other information required for application.

See Appendix A for Sample Rental Application

SCREENING CRITERIA

1. **A complete application**: One for each adult (18 years of age or older). If a line isn't filled in, or the omission not explained satisfactorily, landlord will return it to applicant.
2. **Two pieces of ID may be required**: Landlords may require a photo ID (a driver's license or other government issued photo identification card) and a second piece of ID as well. Present with completed application.
3. **Rental history verifiable from unbiased sources**: If tenant is related by blood or marriage to one of the previous landlords listed, or tenant's rental history does not include at least two previous landlords, landlord will require: a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant's screening criteria) or an additional security deposit of \$X amount. It is tenant's responsibility to provide landlord with the information necessary to contact your past landlords. Landlords reserve the right to deny tenant's application if, after making a good faith effort, the landlord is unable to verify tenant's rental history. If tenant owned – rather than rented – tenant's previous home, tenant will need to furnish mortgage company references and proof of title ownership or transfer.
4. **Sufficient income/resources**: If the combination of tenant's monthly personal debt, utility costs, and rent payments will exceed X% of tenant's monthly income, before taxes, landlord will require a qualified co-signer on tenant's rental agreement (or an additional deposit of \$X amount). If the combination exceeds X + Y% of tenant's monthly income, tenant's application will be denied. Landlord must be able to verify independently the amount and stability of tenant's income. (For example: through pay stubs, employer/source contact, or tax records. If self-employed: business license, tax records, bank records, or a list of client references.) For Section 8 applicants, the amount of assistance will be considered part of tenant's monthly income for purposes of figuring the proportion.
5. **Section 8 information access**: Section 8 applicants must sign a consent form allowing the local Public Housing Agency to verify information from tenant's file regarding tenant's rental history.
6. **False information is grounds for denial**: Tenant will be denied rental if tenant misrepresents any information on the application. If misrepresentations are found after a rental agreement is signed, tenant rental agreement will be terminated.
7. **Criminal convictions for certain types of crimes will result in denial of tenant's application**: Tenant will be denied rental if, in the last ___ years, tenant has had a conviction for any type of crime that would be considered a serious threat to real property or to other residents' peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.

8. **Certain court judgments against tenant may result in denial of tenant's application:** If, in the last__ years, tenant has been through a court ordered eviction, or had any judgment against tenant for financial delinquency, tenant's application will be denied. This restriction may be waived if there is no more than one offense, the circumstances can be justified, and tenant provides a qualified co-signer on tenant's rental agreement.
9. **Poor credit record (overdue accounts) may result in denial of tenant's application:** Occasional credit records showing payments within __ to __ days past due will be acceptable, provided tenant can justify the circumstances. Records showing payments past X days are not acceptable.
10. **Poor references from previous landlords may result in denial of tenant's application:** Tenant may be turned down if previous landlords report significant complaint levels of noncompliance activity such as: repeated disturbance of the neighbors' peace; reports of prostitution, drug dealing, or drug manufacturing; damage to the property beyond normal wear; reports of violence or threats to landlords or neighbors; allowing persons not on the lease to reside on the premises; failure to give proper notice when vacating the property. If tenant feels that the reference was unfair, tenant should request an opportunity to explain the situation and give alternate references.
- Also, tenant may be turned down if a previous landlord would be disinclined to rent to tenant again for any reason pertaining to lease violating behavior by tenant, tenant's pets, or others allowed on the property during tenant's tenancy.
11. **There is a \$ XXX earnest deposit, conditionally refundable:** If tenant is accepted, the deposit will be applied to tenant's security deposit, if tenant withdraws the application after landlord has incurred screening expenses, landlord will not refund tenant's deposit. In all other cases, the deposit will be refundable.
12. **Landlord will accept the first qualified applicant.**

LANDLORDS SHOULD NOT BEND RULES

- Fix habitability and code violations at the property quickly.
- When aware of a serious breach, take action before accepting the next rent payment.
- If someone other than the tenant tries to pay the rent, get an explanation.
- If a person not on the lease may be living in the rental, pursue the issue immediately.
- When a tenant doesn't pay rent, address the problem.
- If neighbors call to complain of problems, pursue the issue.

LEASE

The contract between the landlord and tenant is called a lease. A binding and valid lease can be either oral or written. However, if a lease is for a term of more than one year, it must be in writing. Even if the lease is to be for less than a year, it should be in writing to protect the parties in the event any problems or disagreements should arise. A written lease is preferable to an oral one, since the rights and duties are clearly stated. A written lease avoids several of the problems that may arise from an oral lease because of the vagueness of the terms and the difficulty of proving those terms should a disagreement arise. The basic agreement in the lease is that the landlord agrees to allow the tenant the use of the property and tenant agrees to pay the landlord a certain amount of money for the exclusive use of that property. A written lease normally includes the specific rental period (e.g. one year, beginning on the 1st day of January, 200_, up to and including the 31st day of December 200_). An oral lease will normally be a month to month tenancy.

One of the major problems of an oral lease is the termination of the agreement by either party. Notice requirements must be met when either party wishes to end the rental agreement. *West Virginia law provides that notice to terminate a month to month tenancy must be given in writing one full rental period in advance of termination.* For example, if the rent is due on the 1st of each month and the tenant desires to move out of the leased premises on September 30th, the tenant must give notice in writing, to the landlord before the 1st day of September or the tenant will be liable for an additional month's rent. The same is true when a landlord wishes to terminate the lease.

It is very important for a tenant to move completely out of the leased premises at the expiration of the term of the lease. If the tenant stays longer than the term, even as little as an extra day, this can be regarded as trespass or as an indication that the tenant chooses to remain for a new term which is normally a month to month tenancy. The interpretation applied is the landlord's choice and the holding-over may cause the tenant to be held liable for payment of rent for a complete additional term, although these damages should be reduced by the amount of rent collected from a new tenant at the same apartment.

A person signing a lease should be certain that all matters agreed to between the tenant and the landlord are contained in the lease. If a provision is not stated, the tenant should insist that it be included in the lease. This is particularly important if the landlord promises to make certain repairs or improvements in the leased premises. If these provisions are not contained in the lease in a manner that one can rely upon the specific agreement, there is virtually no way that these additional provisions can be enforced. It is important that the tenant obtain a copy of the lease signed by the landlord for his/her own records. If a tenant desires to enforce a lease provision, it is imperative that he/she have a copy containing the specific agreement which is signed by the landlord.

Before a tenant signs a lease, it is extremely important that the whole lease is read carefully and completely. If a tenant does not read the lease and signs it anyway, he/she will be legally liable. Before signing a lease, it is a good practice to have an attorney read the lease to determine rights and duties of all parties. This is particularly important if there are provisions in the lease which the tenant does not understand. At the very least, the tenant should understand what the lease says or does not say. Particularly about the following items:

1. Deposits. The amount and designation that is applied to it. (Damages, security, etc.) Also the date and conditions upon which said deposit will be returned or forfeited.
2. Pets.
3. Penalties for late rents.
4. Conditions surrounding subletting.
5. How long does the lease run? What is the beginning date and termination date of the lease?
6. Alterations and Improvements. Who is to make them? Which can be made by the tenancy? Which are guaranteed to be made by the landlord?
7. Conditions upon which the lease may be terminated.

There are many clauses that appear in the lease which the tenant should be very reluctant to include. If any of these appear, a tenant would be well advised to seek legal advice before signing the lease. These clauses include:

1. The tenant waives defects in the building.
2. The landlord is not liable for damages arising from the premises.
3. Unless written notice is given thirty days prior to termination, the lease extends to that equal of the original lease.
4. The tenant is liable for attorney fees and all litigation arising from the lease.
5. The tenant agrees to default judgment on controversy arising from the lease.
6. The tenant agrees to replace the premises if they are destroyed.

It is, of course, best to avoid the inclusion of these clauses in a lease, but courts of law will recognize the unequal bargaining power between landlords and tenants when asked to enforce lease clauses. If a landlord includes blatantly unfair conditions in a written lease, a court of law should refuse to enforce them. For example, many of the above lease clauses may not be enforceable.

There are a number of clauses which the tenant should try to include in the lease. These clauses include:

- A. No deduction from the security deposit for normal wear and tear.
- B. Deposits to be returned on a stated date or within a certain period of time after termination of the lease.
- C. The premises are suitable for the purposes for which they are rented, although this is now apparently covered without being specifically stated in the lease.

- D. The lessor shall make all repairs and arrangements necessary to maintain the dwelling unit in as good a condition as it was at the beginning of the tenancy.
- E. The landlord shall maintain electrical, plumbing, and other facilities supplied by him in good and proper working order.
- F. The landlord shall maintain and keep in good repair the fixtures, furniture, and equipment belonging to the landlord.

CONDITIONS OF THE LEASED PREMISES

Often tenants lease premises after making only a quick inspection. When tenants take possession of the premises, they may find conditions which they had not observed on their first visit, such as broken steps, insects, faulty electrical systems or generally shabby conditions. Tenants then try to find a way to break the lease. Under current West Virginia law, the landlord has a duty to warrant premises that are fit and habitable.

The landlord's duty under implied warranties of habitability require the landlord to deliver the premises in a fit and habitable condition and the covenants to pay rent and the warrant of habitability are mutually dependent. Therefore, if the premises are not habitable, there is no duty to pay the rent. However, enforcement of these duties of the landlord, may require lengthy time and costs. Therefore, it is very important that the tenant make a careful inspection of the premises before entering into a written or oral lease agreement.

FIRE SAFETY

1. All units **MUST** have **WORKING** smoke detectors, check that it works weekly, and change the batteries twice a year. (when you change the clock)
2. Do not block exit ways. (Halls, door ways, etc.)
3. Make fire escape plans with 2 ways out of every room, a meeting place, don't reenter the burning house and practice it at least 4 times a year.
4. Maintain cooking and heating equipment. Do not place space heaters close to flammables (bedding clothing etc.).
5. Have at least one portable fire extinguisher, first aid kit in the homes.
6. Don't store flammables (gasoline, kerosene, etc.) in the living areas or close to cooking or heating equipment or the water heater.
7. Keep matches and lighters away from areas that children play.
8. Teach children to **STOP, DROP, and ROLL / CRAWL LOW in SMOKE / 911 for EMERGENCIES / FEEL DOORS for HEAT BEFORE OPENING.**

SEE APPENDIX B FOR SAMPLE RENTAL MOVE-IN CHECK LIST

RESPONSIBILITIES DEFINED

LANDLORDS

- Prior to move-in, provide the tenant with a clean, sanitary, and safe rental unit.
- After move-in, make sure the unit remains “habitable”.
- Respect the tenant's right to private enjoyment of the premises.
- Avoid retaliation against a tenant.
- Avoid illegal discrimination.
- Enforce the terms of the rental agreement and landlord/tenant law.

TENANTS

- Do basic housekeeping, comply with the rental agreement, and avoid harming the unit.
- Pay the rent on time.
- Enforce the terms of the rental agreement and landlord/tenant law.

WARRANTIES

The law imposes certain responsibilities upon the landlord, whether they are stated in a written lease or not. These responsibilities are called implied warranties.

1. **Warranty of Habitability:** This means the landlord must provide premises suitable to live in. Exactly what is necessary to any particular case is an issue to be decided by the Court. If the landlord creates conditions on the premises which make them unfit for the tenant to use, the tenant may leave the premises and be excused from rental payments. When this situation arises, it is called constructive eviction. An example of this type of situation created by the landlord would include failure to provide adequate heat in the winter.
2. **Warranty of Quiet Enjoyment:** This means that the property, during the term of the lease, belongs to the tenant and no one, including the landlord, is permitted to enter without the consent of the tenant, while the tenant is using the premises. No one, including the landlord can disturb the tenant and neither the landlord nor his employees are permitted to enter unless the terms of the lease would provide otherwise.

REPAIRS

One of the most common complaints in the landlord-tenant relationship relates to questions concerning repairs. Most tenants assume that the landlord is responsible for all repairs. This is not so, unless it is specifically set forth in the lease. Tenants are

responsible to see that the premises are kept in attendable shape. This means that the tenant may have to replace such things as broken windows. Before signing a lease, a tenant should always have clear understanding of his rights and what is expected to be repaired or replaced by the tenant.

Often promises are made by the landlord that certain improvements such as painting will be made, and the tenant executes the lease with that understanding in mind. There is virtually no way such promises can be enforced unless they are in writing in the lease. **The lease is the controlling document** and as such if it says nothing about said improvements, then it is presumed that there was no agreement to them. **It is very important that the written lease contain every agreement made between the parties as to repairs and improvements.**

SEE APPENDIX C FOR SAMPLE RENTAL AGREEMENT

DEPOSITS

Many times the tenant and the landlord fail to come to a clear understanding about the extent of the deposit. Legally, there are many different kinds of deposits with varying terms. In practice, a deposit, no matter what it is normally called, covers breaking the lease, cleaning costs, damage to the unit, etc.

The two most common problems involve the failure of the landlord to return the deposit within a period that the tenant considers reasonable and how much of the deposit should be kept for cleaning, etc. These problems can be prevented or reduced by certain precautions of the tenant. The tenant should require that the lease specify the time period in which the deposit will be returned.

Another method of reducing these problems is by having a check list, and or pictures which note the cost of common exiting damages and providing the tenant a copy of all documentation, lists and/or pictures before occupancy.

A landlord is allowed to retain that portion of the security deposit necessary to make repairs, above ordinary wear and tear, and for other damages – such as a holdover beyond the lease term. However, a landlord is not allowed to keep the whole security deposit regardless of the amount of damages caused by the tenant – just as a landlord would be free to sue a former tenant for damages above and beyond the amount of a security deposit.

SEE APPENDIX D FOR SAMPLE RENTAL MOVE-OUT CHECK LIST

SEE APPENDIX E FOR RELEASE OF SECURITY DEPOSIT DOCUMENT

ABANDONMENT

The tenant has a duty to pay rent on the leased premises for the term of the lease. When a tenant abandons a residence, the law provides the landlord with three options:

1. The landlord can accept the abandonment and not hold the tenant liable for the rent as it accrues.
2. The landlord may hold the tenant liable for the rent as it accrues. The landlord has the duty to try and reduce the lost rent by attempting to re-lease the premises.
3. The landlord can re-let the apartment with the tenant being liable for any difference in the rent.

HOLDING-OVER

It is extremely important for a tenant to be completely out of his/her residence at the expiration of his/her term. Staying as little as an extra day can be regarded by the landlord as trespassing or as an indication that tenant wishes to remain for a new term. This is normally considered to be a month-to-month tenancy. This interpretation is the landlord's choice.

THE COURT PROCESS

A popular belief is that an eviction notice is sufficient to force a tenant to move out by the date specified on the notice. ***In fact, the notice is just the first step.*** Technically, the landlord's first notice to vacate means that, should the tenant not move out by the date specified, then the landlord may file suit to regain possession of the property. While many tenants will move out before the initial notice expires, if the tenant does not move out by the specified date, the landlord will need to start a legal action with the local courts to regain possession of the property.

In cases where a tenant wishes to resist eviction, the tenant will be allowed to remain on the premises, until a landlord has received a court judgment against a tenant. Then, if forced physical removal of the tenant is required, it will be done by a local law enforcement official – often a sheriff. The actual procedure varies significantly by jurisdiction, as does the length of time required.

Perhaps the most compelling point we can make about the entire eviction process - from service of notice to arguing in court – is this: Eviction is an expensive, time-consuming way to “screen” a tenant. The landlord will save much heartache and considerable expense if they screen their tenants carefully before renting to them, instead of discovering their drawbacks after a lease is signed.

STEPS TO FILING AN EVICTION

1. The landlord must send a notice to the tenant outlining his/her violations from their lease and explain why the tenant must vacate the premises by a specific date or sooner.
2. The landlord must obtain a court order in either circuit court or Magistrate Court. The Circuit Clerk or Magistrate Clerk can help you obtain the papers. The landlord must prove that tenancy has been properly terminated in court in order to obtain a court order granting possession of the property. The tenant has the right to appear in court with representation to present evidence in his/her defense.
3. If an order of possession is obtained, the sheriff's office will assist in enforcing the order if necessary.

LEGAL AID

The Legal Aid of West Virginia (343-4481) may be able to assist tenants facing eviction, having difficulties with subsidized housing, or who feel they are being treated unfairly by their landlord – such as failure to repair sub-standard conditions.

THE HUD SECTION 8 PROGRAM

The most important benefit of participating in the Section 8 program is that, if done responsibly, it helps the entire community. Those landlords who meet their responsibilities and require Section 8 tenants to do the same, provide a valuable service – by renting decent housing to good citizens who otherwise could not afford it. In addition to the satisfaction of serving the public good, landlords can enjoy additional direct benefits for their business:

1. **Reliable rent** – A large portion of the rent, and sometimes all of it, is guaranteed by the federal government. So, once the paperwork is processed, you will get the subsidy portion on time, every month. Also, assuming you screen your applicants responsibly, your tenants should be able to pay their portion on time since the amount is predetermined to be within their means.
2. **“Fair Market Rent”** – HUD and local Public Housing Agencies work to ensure that subsidized rents do not exceed comparable private rentals in the area. For landlords who are not aware that higher rents are more typical, it may be a pleasant surprise to discover the room to raise your rates. Those who are charging rates comparable to other nearby rentals will receive similar amounts under Section 8. Those who attempt to “lead” the market in price may suffer somewhat.

B & O TAX RULES

Sec. 110-59. Business of furnishing property for hire. Upon every person engaging or continuing within the city in the business of furnishing any real or tangible personal property which has a tax status in the state, or any interest therein, for hire, loan, lease or otherwise, whether the return is in the form of rentals, royalties, fees or otherwise, the tax shall be one percent of the gross income of any such activity.

CITY ORDINANCES

Sec. 78-212. Noise: No person shall make, continue or cause to be made by the use of any horn, bell, radio or loud speaker, or by the operation of any instrument or devise, any unreasonably loud, disturbing and unnecessary noise of such a character, intensity and duration as to disturb the peace and quiet of the community or to be detrimental to the life or health of any individual, and no person shall unwillingly conduct himself in a noisy, boisterous or other disorderly manner by either words or acts which disturb the good order and quiet of the community.

(Zoning)Kennel: Any lot on which three or more dogs, six months old or older, are kept. A kennel may be for either private or commercial use.

Sec. 98-48. Curbside Collection: Location and time for placement; handicapped and informed residents:

- a) All garbage, refuse, yard waste, bulky waste, and source separated recyclables shall be placed for collection either at the curb or at a point not more than five feet from the curb on collection day. In areas where there are no curbs, all waste materials shall be placed not more than five feet back from the edge of the traveled roadway. Except for the collection and removal of the materials under this Article (b), it shall be unlawful for any municipal employee to collect or remove, at city expense, any refuse from the premises of any person, or tenant thereof.
- b) Garbage (as defined in Sec. 98-41) to be collected shall not be placed for collection before 7:00 p.m. on the day preceding the collection day nor after 6:30 a.m. on the day of collection.

International Property Maintenance Code

Adopted Charleston's Building Commission April 01, 2003

Responsibility . The owner of the premises shall maintain the structures and exterior in compliance with these requirements, except as otherwise provided for in this code. Occupants of a dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit or premises they occupy and control.

305.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of structure shall be free from any accumulation of rubbish or garbage.

305.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

305.2.1 Rubbish storage facilities. The owner of every occupied premise shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

305.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage container.

305.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

305.5.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

Extermination Section 306

306.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

306.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

306.3 Single occupant. The occupant of a one-family dwelling or of a single tenant nonresidential structure shall be responsible for extermination on the premises.

306.4 Multiple occupancy. The owner of a structure containing 2 or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

306.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

The above references are excerpts from Chapter 3 of the 2000 IPMC handbook and meant only as a guide if questions arise from items listed above please contact the City of Charleston's Building Commission for clarification or inspection of premises

FEDERAL LAWS AND GUIDELINES

Fair Housing Act

The Fair Housing Act, as amended in 1988, prohibits housing discrimination on the basis of race, color, religion, sex, disability, familial status, and national origin. Its coverage includes private housing, housing that receives federal financial assistance, and state and local government housing. It is unlawful to discriminate in any aspect of selling or renting housing or to deny a dwelling to a buyer or renter because of the disability of that individual, an individual associated with the buyer or renter, or an individual who intends to live in the residence. Other covered activities include, for example, financing, zoning practices, new construction design, and advertising.

The Fair Housing Act requires owners of housing facilities to make reasonable accommodations in their policies and operations to afford people with disabilities equal housing opportunities. For example, a landlord with a "no pets" policy may be required to grant an exception to this rule and allow an individual who is blind to keep a guide dog in the residence. The Fair Housing Act also requires landlords to allow tenants with disabilities to make reasonable access-related modifications to their private living space, as well as to accommodate spaces. *The landlord is not required to pay for the changes.* The Act further requires that new multifamily housing with four or more units be designed and built to allow access for persons with disabilities. This includes accessible common use areas, doors that are wide enough for wheelchairs, kitchens and bathrooms that allow a person using a wheelchair to maneuver, and other adaptable features within the units.

Complaints of Fair Housing Act violations may be filed with the U.S. Department of Housing and Urban Development or the City of Charleston Human Rights Commission, whose law is substantially equal to the federal housing law.

Are You or Someone You Know a Victim of Housing Discrimination?

It is Unlawful to Discriminate in Housing Based on These Factors...

- **Race**
- **Color**
- **National Origin**
- **Religion**

- Sex
- Familial Status (families with children under the age of 18 or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Housing Rights Have Been Violated within the City Limits of Charleston...

Charleston Human Rights Commission
 915 Quarrier Street, Suite 6
 Charleston, West Virginia 25301
 348-6880 / 348-6844 (TDD)
hrc@cityofcharleston.org

Or

Fair Housing HUD
 U. S. Department of Housing and Urban Development
 The Wanamaker Building
 100 Penn Square East, 12th Floor
 Philadelphia, Pennsylvania 19107-3380
 (215) 656-0663, ext. 3260
 1-888-799-2085
 TTY (215) 656-3450

Additionally, the U.S. Department of Justice can file cases involving a pattern or practice of discrimination. Fair housing laws can also be enforced through private lawsuits.

100.202 General prohibitions against discrimination because of handicap: (a) It shall be unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap.

100.203 Reasonable modifications of exiting premises: (a) It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over

a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

100.204 Reasonable accommodations : (a) It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices or services, when such accommodation may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

WARNING SIGNS OF DRUG DEALING

- Ø High volume of traffic from both vehicles and pedestrians.
- Ø Visitors don't stay long and appear to be only acquainted with the occupants of the home.
- Ø Visitors are seen bringing in electronic items (i.e. TVs, VCRs, etc.), weapons and other items to trade in exchange for their drugs.
- Ø Visitors stay in their cars a short time after leaving the house or occupants of the house may run to the cars and sit with the driver for a short period of time.
- Ø "Lookouts" are observed standing around the perimeter of the house.
- Ø Visitors may exchange small packages or money with occupants, or shake hands with only one person.
- Ø Visitors who park one block away, or around the corner, then walk to the house.
- Ø Failure to pay utility bills and general failure to maintain the unit.

CLANDESTINE LABORATORIES

METHAMPHETAMINE LABS

- Strong ammonia smell/similar to cat box odor
- Smell of other chemical odors
- Chemical drug containers or drums
- Residents going outside to smoke
- Maroon colored residue on aluminum or other metals
- Presence of chemistry equipment

MARIJUANA LABS

- Evidence that wiring has been tampered
- Powerful lights on all night in the attic or basement
- High humidity inside the house
- Big jump in utility bills

- Unusual wiring, such as tapping into a utility pole
- Musty smell in the house
- Numerous potting items such as: planting pots of various sizes, fertilizer bags, and bags of soil

Recommendations for Home/Apartment Security

Tenants:

1. Lock your doors, even if you are close-by your apartment or home, and even when you are at home, to keep intruders from walking in.
2. Don't "hide" keys, don't open the door if you can't see or speak to the caller. Keep close track of who has copies of your keys.
3. Do not hold open doors to lobbies or common areas in apartment buildings. Don't do anyone you don't know "a favor" by allowing them in to wait for a tenant in your building, no matter what excuse they may give. Don't prop doors open when you are moving or expecting a delivery to your building. Anytime you do this you may be responsible for allowing access to someone who intends to do harm to another tenant or yourself.
4. Keep porch, entry, and hall lights on at night for your safety, and notify landlord if they do not function or if their light upon a doorway is blocked by awnings, bushes, or trees.
5. If you possess guns and other weapons in the home, keep them safe from children or from theft by installing gun locks.
6. Report suspicious activity such as prowling, or if you believe someone is following or watching you or another resident in your building.

Landlords:

1. Keep locks in good working condition and change them when tenants change.
2. Use strong locks, such as dead-bolts, combined with strong exterior doors that can't be easily broken down.
3. A peep-hole is more secure than a window in an entrance door, exterior doors with windows should have a minimum of a 30" reach from the glass to the lock.
4. House Addresses and Apartment Numbers must be clearly visible upon the building, not only on mailboxes outside.
5. Vacant apartments or houses can become an open invitation to vandal, arsonists, and vagrants. Take measures to give vacancies the appearance of being lived-in to protect them from attracting such activities.

Screen applicants for criminal history; utilize eviction process upon tenants found to be involved in criminal conduct. If you are aware of criminal or drug activity upon your property, your complacency may lead to forfeiture of that property.

Rental Assistance Programs

If tenant's family income is within the following limit (effective 01/29/04) tenant may be eligible to receive assistance in paying tenant's rent: *(Note these figures change annually)*

1 Person	2 person	3 person	4 persons	5 person	6 person	7 person	8 person
\$30,200	\$34,500	\$38,800	\$43,100	\$46,550	\$50,000	\$51,500	\$56,900

The Charleston Housing Authority's, and Kanawha County Housing and Redevelopment Authority's rental assistance programs are designed to assist low to moderate income families in renting private housing in good condition. It provides monthly payments to property owners or managers on behalf of qualified families. The amount of tenant's assistance is based on tenant's income and family size

To find out more about the Charleston Housing Authority's Section 8 Rental Assistance program, please call 348-6451, Monday through Friday from 8:00 a.m. to 4:30 p.m. For the Kanawha County Housing and Redevelopment Authority's programs call (304) 344-5141

IMPORTANT NUMBERS TO KNOW

City Police Department	
Emergency-----	911
Non-emergency for police -----	348-8111
Reports & Records-----	348-6400
Charleston Building Commission -----	348-6411
Charleston Fire Department	
Emergency-----	911
Non-emergency fire-----	348-8137
Charleston Housing Authority -----	348-6451
Kanawha County Housing Authority -----	344-5141
Charleston Human Rights Commission -----	348-6880
City of Charleston Planning Department -----	348-8105
City of Charleston Building Inspectors-----	348-6833
Health Department-----	348-8069
Refuse Collection & Recycling, and trash bag distribution	
in City of Charleston-----	348-6831
Fire and Refuse Fees-----	348-8018
Sanitary Board-----	348-1084
American Electric Company-----	746-2600
Allegheny Power (Gas) -----	1-800-255-3443

APPENDIX A

SAMPLE RENTAL APPLICATION

Applicant's Full Name _____ Spouse's Name _____
Applicant's Soc. Sec. # ____ - ____ - ____ Spouse's Soc. Sec. # ____ - ____ - ____
Driver's License # _____ What State? ____
Present Address _____
Street City State Zip Code
How long at present address _____ Phone Number _____
Amount of rent currently paying _____ Reason for Moving _____
List last 3 landlords and phone numbers 1) _____
2) _____ 3) _____
Employed by _____ How long? _____
Position _____ Work Phone # _____ Gross Salary Per Month _____
Total of other income per month _____
Other residents who will reside with you and their relationship: _____
Do you have any pets? Yes__ No__ If yes, what kind? _____
In case of an emergency notify: _____
Name Phone Number
Credit References 1) _____
Bank/Credit card 2) _____
**Personal References 1) _____ Phone # _____
2) _____ Phone # _____

** These should be Supervisors at work or non-relative friends.

WE WILL RUN A CREDIT CHECK ON THIS APPLICATION THROUGH THE LOCAL CREDIT BUREAU AND WE WILL ALSO RUN THIS APPLICATION THROUGH RENTER'S DIRECTORY SYSTEM. ANY FALSE STATEMENT WILL BE CAUSE FOR IMMEDIATE REJECTION OF THIS APPLICANT.

I, _____, give _____ permission to
Applicant's Signature Landlord
verify the information given on the application. DATE ____/____/____

APPENDIX B

SAMPLE RENTAL MOVE-IN CHECK LIST

Tenant: _____

Address: _____

Move-In Date: _____

Welcome to your new residence. We thank you for choosing to rent from us. Please check off each of the following areas of the rental unit to confirm with us that each area prior to you moving in is in satisfactory condition. If there are any areas or items that require cleaning or repairs, please note in the section designated below. Any additional notes to this list must be submitted to the management within 3 days of the date this checklist is signed and returned to the management. Thank you for your cooperation.

	Satisfactory			Satisfactory	
	Yes	No		Yes	No
Entrance Door			Bedroom #1		
Knocker/Bell	_____	_____	Ceiling	_____	_____
Peephole	_____	_____	Walls	_____	_____
Deadbolt Lock	_____	_____	Floors –Carpet	_____	_____
Living Room			Windows	_____	_____
Ceiling	_____	_____	Screens – Mini Blinds	_____	_____
Walls	_____	_____	Electric Fixtures	_____	_____
Floors	_____	_____	Bedroom #2		
Windows	_____	_____	Ceiling	_____	_____
Screens – Mini Blinds	_____	_____	Walls	_____	_____
Electric Fixtures	_____	_____	Floors – Carpet	_____	_____
Dining Room or Extra Bdrm #3			Windows	_____	_____
Ceiling	_____	_____	Screens	_____	_____
Walls	_____	_____	Electric Fixtures	_____	_____
Floors	_____	_____	Bathroom		
Windows	_____	_____	Exhaust Fans	_____	_____
Screens – Mini Blinds	_____	_____	Ceiling	_____	_____
Electric Fixtures	_____	_____	Walls	_____	_____
Kitchen			Floors	_____	_____
Stove	_____	_____	Screens – Mini Blinds	_____	_____
Refrigerator	_____	_____	Electric Fixtures	_____	_____
Cabinets	_____	_____	Medicine Cabinets	_____	_____
Sink	_____	_____	Mirror	_____	_____
Counter Tops	_____	_____	Tub	_____	_____
Ceiling	_____	_____	Sink	_____	_____
Walls	_____	_____	Commode	_____	_____
Floors	_____	_____	Shower	_____	_____

Windows	___	___	General		
Screens – Fixtures	___	___	Porch/Balcony	___	___
General			Heating System	___	___
Back Door	___	___	Water Heater	___	___
Mail Box	___	___	Front Yard	___	___
Smoke Detectors	___	___	Back Yard	___	___
Garbage/Trash Pick-up	___	___	Garage/Driveway	___	___
Instructions	___	___	Air Conditioner	___	___
Special Remarks (Cleaning or Repairs needed) _____					

Weekly garbage and trash pick-up for this unit is _____

We hereby acknowledge that we have inspected the above-mentioned rental unit and have found everything to be in satisfactory condition except as stated otherwise. We understand that we are liable for any new damages that may occur during our occupancy. We also acknowledge that we have received ____ keys.

Tenant(s) Name(s) _____ Date _____
 Owner/Manager _____ Date _____

APPENDIX C

SAMPLE RENTAL AGREEMENT

This agreement is made in duplicate the ___ day of _____, 200__, by and between landlord and tenant hereby described:

Tenant's Name(s): _____

Soc. Sec. No. ____-____-____ Home Phone # _____ Work Phone # _____
____-____-____ Car License # _____ Make of Car _____

List of all persons who will be residing in the unit: _____

Last Address: _____

Employed by _____

Emergency # _____ Name _____ Relationship _____

Landlord's Name: _____

Address: _____ Phone # _____

Landlord and Tenant covenant and agree to and with each other as follows:

1. In consideration of the monthly rent of \$_____, the landlord agrees to rent to the tenant with a One (1) year lease the following premises _____
2. Rent is to be paid on or before the ___ day of each month, payable in advance unless otherwise stated. _____ utilities to be paid by _____.
3. The Tenant certifies that he/she has inspected the premises, on the above date and finds all plumbing and fixtures in working order and no evident damage except those noted on the reverse side of this agreement.
4. Tenant hereby agrees to be responsible for and pay to the landlord any damages to said premises outside those resulting from normal wear and tear.
5. Tenant hereby agrees that any item permanently fixed to or attached to those premises are to be left intact when vacated by the tenant. No such alterations, painting, etc. are to be made without approval of landlord.
6. All activities of the tenant or those of his/her guest are to be conducted in a quiet, dignified manner, and not to disturb other tenants by creating a nuisance in any way. Absolutely no ANIMALS or PETS except service animals for people with disabilities may be kept on or about the premises without written permission of the landlord.
7. Tenant hereby agrees to keep the premises and it's equipment and contents in a reasonably clean and neat condition at all times. The tenant is to check the smoke detector and battery weekly to insure they are in good working order.

8. Tenant agrees not to assign or sublet. Tenant agrees to permit the landlord to show the unit with a 24 hour notice when either parties has given notice to terminate the rental contract.
9. The security deposit cannot be used as the last month's rent!
10. It is understood that the landlord has made no promises not contained herein and the tenant accepts the premises as they are on the date hereof. The landlord has no knowledge, reports, or records of lead based paint and/or lead based paint hazards in the housing unit.
11. A late charge of \$_____ per day will be charged for late payments of rent after the _____ of each month. After the _____, tenant will be charged a \$_____ fee for processing of eviction papers in Magistrate Court. Landlord reserves the right to refuse any money due after the _____ of the month.
12. Trash is to be taken to curbside on morning of trash pick-up, a violation of trash ordinances are the responsibility of the tenant and will be paid by the tenant. Trash pick-up day for this unit is _____.

Deposit Paid \$ _____
Rent 1st Month \$ _____

Tenant's Signature _____

Total Received \$ _____

Landlord's Signature _____

APPENDIX D

SAMPLE RENTAL MOVE-OUT CHECK LIST

Tenant: _____

Address: _____

Move-In Date: _____

We thank you for choosing to rent from us. Please check off each of the following areas of the rental unit to confirm with us that each area is in satisfactory condition. If there are any areas or items that require cleaning or repairs, please note in the section designated below. Any additional notes to this list must be submitted to the management within 3 days of the date this checklist is signed and returned to the management. Thank you for your cooperation.

	Satisfactory			Satisfactory	
	Yes	No		Yes	No
Entrance Door			Bedroom #1		
Knocker/Bell	_____	_____	Ceiling	_____	_____
Peephole	_____	_____	Walls	_____	_____
Deadbolt Lock	_____	_____	Floors –Carpet	_____	_____
Living Room			Windows	_____	_____
Ceiling	_____	_____	Screens – Mini Blinds	_____	_____
Walls	_____	_____	Electric Fixtures	_____	_____
Floors	_____	_____	Bedroom #2		
Windows	_____	_____	Ceiling	_____	_____
Screens – Mini Blinds	_____	_____	Walls	_____	_____
Electric Fixtures	_____	_____	Floors – Carpet	_____	_____
Dining Room or Extra Bdrm #3			Windows	_____	_____
Ceiling	_____	_____	Screens	_____	_____
Walls	_____	_____	Electric Fixtures	_____	_____
Floors	_____	_____	Bathroom		
Windows	_____	_____	Exhaust Fans	_____	_____
Screens – Mini Blinds	_____	_____	Ceiling	_____	_____
Electric Fixtures	_____	_____	Walls	_____	_____
Kitchen			Floors	_____	_____
Stove	_____	_____	Screens – Mini Blinds	_____	_____
Refrigerator	_____	_____	Electric Fixtures	_____	_____
Cabinets	_____	_____	Medicine Cabinets	_____	_____
Sink	_____	_____	Mirror	_____	_____
Counter Tops	_____	_____	Tub	_____	_____
Ceiling	_____	_____	Sink	_____	_____
Walls	_____	_____	Commode	_____	_____
Floors	_____	_____	Shower	_____	_____

Windows	___	___	General		
Screens – Fixtures	___	___	Porch/Balcony	___	___
General			Heating System	___	___
Back Door	___	___	Water Heater	___	___
Mail Box	___	___	Front Yard	___	___
Smoke Detectors	___	___	Back Yard	___	___
Garbage/Trash Pick-up	___	___	Garage/Driveway	___	___
Instructions	___	___	Air Conditioner	___	___
Special Remarks (Cleaning or Repairs needed) _____					

Was weekly garbage and trash pick-up for this unit satisfactory _____

We hereby acknowledge that we have inspected the above-mentioned rental unit and have found everything to be in satisfactory condition except as stated otherwise. We understand that we are liable for any new damages that may occur during our occupancy. We also acknowledge that we have turned in ____ keys.

Tenant(s) Name(s) _____ Date _____
 Owner/Manager _____ Date _____

APPENDIX E

RELEASE OF SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING

1. Full term of lease has expired and all provisions therein complied with.
2. A full thirty (30) day notice must be given to management in writing prior to vacating the apartment for nonrenewable lease.
3. Entire apartment including range, oven, refrigerator, bathroom, closets, and cabinets must be cleaned.
4. No damage to residence beyond normal wear and tear.
5. No unpaid late charges, delinquent rent or deficiency in security deposit.
6. Forwarding address must be left with management.
7. No indentations or scratches in wood on resident floors caused by furniture or other means. Carpeting shall be in a condition showing only normal wear and tear.
8. No wall covering, stickers, scratches or large holes in walls.
9. All keys, including mail box keys, must be returned. If keys are lost, tenant must pay the cost of replacing locks.
10. All debris and discard must be placed in the proper rubbish containers in designated areas.
11. All carpeting must be vacuumed. If the carpet must be professionally cleaned, the cost will be deducted from the security deposit.
12. All screens and windows and other glass covers such as light fixtures are to be in the condition when occupancy was taken, or replacement or repairs will be deducted from security deposit.

THE SECURITY DEPOSIT CANNOT BE USED AS THE LAST MONTH'S RENT!

The security deposit will be returned by check and will be mailed to tenant's forwarding address within 20 days after move-out . I understand and agree to the above stated provisions.

Tenant's signature _____



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