

So, you're moving in to an apartment.

At some time in your life, and perhaps for your entire life you will be living in a rented home – most often this will be an apartment. What are the ins-and-outs of apartment living? What are the advantages, and disadvantages, the pitfalls and the responsibilities? What will make it a good experience?

Good neighbors

First let's look at the experience. Will it be a good one or a bad one? The answer to that is, "It depends." As with any communal living situation a lot of the answer depends on you as well as the actions and attitude of others with whom you share a complex. While landlords are ruled to a great extent by law, tenants are in the main expected to behave as good neighbors. Few laws govern how they live in an apartment complex. The exceptions are there to protect the innocent. There are laws against barbequing on a balcony or within ten feet of an apartment building, and for good reason. For example: a tenant using a deep fryer on a wooden stairwell caused an apartment fire, on Ingram Mill in 2002, while not a barbeque in the strict sense of the word the use of a deep fryer in such a way was certainly not within the spirit of the law, nor was it safe. Another set of laws that directly relate to tenant behavior are those that regulate nuisance noise. While these and other laws may vary from city to city, the common sense behind them does not. It's a concept called common courtesy.

One can pass laws to promote safety, encourage the use of simple common sense and concern for others, but one can never legislate effectively against thoughtlessness. Most, if not all apartment fires are caused by carelessness. Many people are injured each year by falling asleep while smoking. While their use is popular in a home, candles left burning unattended are another major cause of fire, as is the overloading of electrical outlets. A fifteen AMP circuit is just that. If loaded with more than fifteen AMPS the wires in the walls get hot – sometimes dangerously so.

Excessive noise and similar acts of nuisance are usually acts of thoughtlessness, acts that you as a tenant need to control in yourself. The basic rule of thumb is that if it's too loud, too late and too long it's just not acceptable in an apartment complex. And, it could merit a visit from the law. While to quote the golden rule of "do unto others as you'd have them do unto you" may seem a bit passé these days, it's a concept that works in the close community of an apartment block.

Rules

When it comes to safety your landlord probably has rules in the lease that are there for everyone's safety, and certainly for his own protection against liability suits. Some of the most common are stipulations that; children must be accompanied by a responsible adult in the swimming pool area, and rules that restrict rollerblading in the hallways and parking lots. It's important that you read your lease and understand the implications of your behavior, or those for whom you are responsible (including your guests) as the liability for damage and injury could come down on you. For the same reason many

landlords have rules regarding flowerpots on balcony rails where the wind could tip them off the edge onto someone's head or nice new vehicle below.

Talking of your lease, most include provisions against you operating a business (even a legitimate business) out of your apartment. That means that you could be in breach of the lease for holding a "Mary Kay" party on the property, or storing excessive amounts of merchandise in the apartment. In every lease you will find provisions preventing you from taking part in any illegal activities on the property. The reasons are obvious. You've seen on TV the devastation and destruction that can be caused by those cooking meth. Landlords are required to report their suspicion of such activities. Not only are such activities a breach of the lease and grounds for immediate eviction, but also may lead to serious jail time.

How to get your deposit back

The answer is simple – when you move out leave the apartment clean and tidy, the way you'd like to find it if you were moving in the same day. You cannot be held liable for reasonable wear and tear, but anything beyond that description is grounds for loss of part or all of your deposit and possibly further claims against you. Don't get mad if you don't get all your deposit back. The chances of getting ALL your deposit back depends upon what is written in your lease agreement. Ask before you sign if any portion will be held back for cleaning, a common and accepted practice. Once you've signed the lease and moved in you MUST report any pre-existing damages in writing to the apartment manager or you will be held liable for them when you move out. This must usually be accomplished within the first three days. Don't forget to check the walls for nail holes where pictures might have been hung. Some lease agreements specify the method whereby pictures may be attached to walls.

Remember also that you must have reached the full term of your lease before moving out or face penalties. These penalties will be spelt out in the lease. The only way out of these penalties is to negotiate a specific arrangement before moving in if you believe that you may need to move out because you intend buying a house, or your job may take you out of the area at short notice. These are important considerations. Here's a tip: if you do need to move out before the lease is up you may be able to save money by introducing a new tenant acceptable to the management. This does not always work but if it does it could save you the early termination fee that might be as much as two months rent plus the loss of your deposit.

Maintenance

While maintenance of the structure, plumbing and grounds is the responsibility of the landlord, those responsibilities are not all inclusive. For instance, light bulbs in your apartment, fuses in the oven and similar consumables are your responsibility, as is repair of damage to the property caused by you. Guess who will have to pay if your child blocks up the toilet and floods your apartment, and the one below trying to flush a teddy bear down the toilet? The landlord is required to keep the property up to code. This may include the provision of fire doors and other safety features, however many older structures may not be required to follow these standards. It's worth finding out before

you sign the lease whether the apartment complex has the latest automatic fire doors etc. That is the time to make your choice, and not after an unfortunate event. If you don't feel comfortable, don't sign.

The missing ingredient

The most common, and often tragic missing ingredient is RENTER'S INSURANCE. This vital coverage will help you get your life back together in the event of a fire or other loss. The landlord has no responsibility whatsoever for injury or loss of your personal belongings (or those of your guests), nor for any subsequent loss. The property owner's insurance covers only his property, not yours. He is not liable for the actions of tenants who may cause you loss, injury or damage. Remember the teddy in the toilet? Renter's insurance is up to you, and well worth the investment.

Bad feelings

Almost nothing creates more bad feelings than late fees. If you see that you are running into temporary financial problems speak up. Many apartment managers will waive a late fee if told of the circumstances before the event. It must of course not be a regular occurrence. Think of the rent you pay as the landlord's paycheck – for that's exactly what it is. You know how you'd feel if your employer paid you late. Being a late payer will probably end up on your credit report.

The advantages of the apartment choice

Home ownership comes with a whole crop of financial burdens, maintaining a yard for instance, or the lack of flexibility if you job is likely to move you around. Many find it more cost efficient to rent than buy if they intend staying in an area for less than three years. It is rare indeed for someone straight out of school to buy a home. The best way to buy a home is to build up a good credit rating. What better way than to pay your rent on time. Many apartments come with all or part of the utilities paid, some with free cable TV or Internet hookups. Those benefits can all add up to considerable savings.

There are as many good reasons to rent an apartment as there are people who live in them. You must decide what your needs are, and just as important, how to budget your finances to meet your needs and aspirations. It must not be forgotten, that like many aspects of our lives, such as apartment living, brings with it a host of responsibilities similar to those of home ownership and life itself - it comes come with the territory.

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