NO PREP

Moving Out

The First Apartment Checklist

Includes: Student reading, case study, differentiated questions, teacher key

MORE LESSONS LESS PLANNING

MLLP

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Name: Period: Date:

Moving Out: The First Apartment Checklist

The Number That Decides Everything

The first apartment conversation almost always starts with rent and almost always starts in the wrong place, because monthly rent is only one line of what an apartment costs. The number that actually decides whether a place is affordable is total monthly housing cost, which adds electricity, gas, water, sewer, trash, internet, renters insurance, parking, and any pet or amenity fee to the rent itself. In many buildings that has added a hundred and fifty to three hundred dollars a month, and utilities are seasonal, so a January heating bill can be triple an October one. The common guideline is to keep total housing cost at or under thirty percent of gross monthly income, which is the standard lenders and housing agencies use. It is a guideline rather than a law, and in expensive metropolitan areas plenty of households exceed it because there is no cheaper option, but crossing that line means something else in the budget has to shrink. Move in costs are the second surprise. A tenant typically owes first month's rent plus a security deposit equal to another month,

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Reading a Lease Before You Sign It

A lease is a binding legal contract, and the single most expensive mistake a first time renter makes is signing one without reading it. Certain clauses deserve attention every time. The term states how long you are obligated, and breaking a lease early usually triggers a penalty that may run to several months of rent. The rent due date and the late fee structure matter, including exactly how many days of

grace exist. The security deposit section should state the conditions for return and the deadline by which a landlord must return it or provide an itemized list of deductions, since state law sets that deadline. Maintenance and repair language should say who is responsible for what and how requests are submitted, because a verbal promise from a landlord is nearly impossible to enforce later. Look for rules on guests, subletting, pets, smoking, and alterations such as painting or mounting a television. Understand whether utilities are included and which ones. Find out whether the lease automatically renews and how much notice you must give to leave, which is commonly thirty or sixty days. Never sign a lease with blank spaces in it. Ask for every promise in writing and added to the document itself. If something in the lease is unclear, ask before signing, because after signing the document controls and what either party remembers saying does not. It is also reasonable to ask for a copy of the lease to read overnight before signing, and a landlord who refuses that request has told you something useful about how the rest of the tenancy will go.

The Walkthrough That Protects Your Deposit

Security deposit disputes are one of the most common conflicts between tenants and landlords, and most of them are decided by evidence created on day one. Before moving anything in, walk the entire unit with a written condition checklist and document every existing problem, including stained carpet, scuffed walls, cracked tile, burned out fixtures, torn screens, and anything that does not work. Photograph and video everything with a timestamp, including inside cabinets, appliances, and closets. Test the things people forget until it is too late: water pressure and how long hot water takes, whether every outlet works, whether windows lock, whether the heat and air conditioning actually run, and whether there is cell reception. Note the condition in writing, have the landlord sign it if possible, and keep your own copy rather than relying on the landlord's file. The same discipline applies on the way out. Clean thoroughly, repair what you damaged, take a second set of photographs after the unit is empty, and provide a forwarding address in writing so the deposit and the itemized statement can reach you. Understand the difference the law recognizes between normal wear and tear, which a landlord may not charge for, and damage, which they may. Faded paint and worn carpet from ordinary use are wear. A hole in the drywall is damage, and the paperwork you created in the first hour is what proves which is which.

Renters Insurance and the Myth of Coverage

A large share of renters skip renters insurance because they believe the landlord's policy covers their belongings, and that belief is simply wrong. The landlord's insurance covers the building. It covers nothing a tenant owns. If a fire, burst pipe, or theft destroys a tenant's possessions, the loss falls entirely on the tenant unless they carry their own policy. Renters insurance is inexpensive relative to what it protects, with premiums that have commonly run ten to twenty dollars a month, and many leases require it. A policy typically covers three things. Personal property protects belongings, and coverage frequently extends to items stolen from a car or while traveling. Liability protects the tenant if someone is injured in the apartment or if the tenant accidentally damages the building, such as a kitchen fire or an overflowing tub that reaches a downstairs unit, and this portion often matters more than the belongings coverage. Additional living expenses pays for temporary housing if the unit becomes uninhabitable. Two details are worth learning before buying. Actual cash value pays what an item is worth today after depreciation, while replacement cost pays what it costs to buy new, and the second is worth the modest extra premium. High value items such as instruments, jewelry, or professional equipment may exceed standard limits and need to be listed separately. Take a photo inventory of your belongings and store it somewhere outside the apartment. Most people badly underestimate what they own, and adding up a laptop, a phone, a bicycle, clothing, and a few pieces of furniture usually produces a replacement figure in the thousands, which is the number that makes the monthly premium look small.

Roommates, Rights, and the Paper Trail

Roommates make an apartment affordable and are the source of most first year housing conflict, and nearly all of it is preventable with agreements made before anyone moves in. Understand joint and several liability first, because it is the rule that catches people. When multiple tenants sign one lease, each is legally responsible for the entire rent, not a share of it. If a roommate leaves in March, the landlord may pursue whoever remains for the full amount, and an informal agreement between roommates does not bind the landlord. That is why a written roommate agreement covering rent shares, utility splits, guest policies, cleaning duties, quiet hours, food arrangements, and what happens if someone moves out early is worth the awkward hour it takes. Whose name is on each utility account matters too, since that person

carries the credit consequences. Tenants also have rights that many first time renters never learn. Landlords generally must provide reasonable notice before entering except in an emergency, commonly twenty four hours. The implied warranty of habitability requires a rental to be fit to live in, meaning working heat, plumbing, and safe conditions, and it cannot be waived by a lease clause. Fair housing law prohibits discrimination in renting based on protected characteristics including race, color, national origin, religion, sex, familial status, and disability. Retaliation against a tenant for requesting repairs or filing a complaint is prohibited in most states.

Key Information: First Apartment Essentials

Detail	Information
Total Housing Cost	Rent plus utilities, internet, insurance, parking, and required fees
Thirty Percent Guideline	Housing kept at or under thirty percent of gross monthly income
Move In Cash Needed	First month, security deposit, application and utility deposits, moving
Lease Term Penalty	Breaking a lease early can cost several months of rent
Move In Walkthrough	Timestamped photos and a signed written checklist of existing damage
Wear and Tear	Ordinary aging a landlord may not charge against the deposit
Renters Insurance	Covers personal property, liability, and additional living expenses
Joint and Several Liability	Each signer owes the entire rent, not a fractional share

Case Study: The Deposit Kayla Did Not Get Back

Kayla moved into her first apartment in August with two roommates and moved out fourteen months later. The unit had a stained bedroom carpet and a cracked bathroom tile when she arrived. Nobody photographed anything, because the landlord seemed friendly and said not to worry about it. When one roommate moved out in March without notice, the other two covered his share for two months before the landlord informed them that all three had signed one lease and the full rent was owed regardless. After move out, the landlord kept the entire eighteen hundred dollar deposit, citing carpet replacement and tile repair. Kayla has no photographs from move in, no signed condition checklist, and no written record of the conversation where the landlord said not to worry. She does have a group chat from August in which someone typed that the carpet was already gross. Her mother asks whether the carpet stain was there when she arrived, and Kayla says yes, obviously, everyone saw it. That is the problem.

1. Identify the specific steps from the reading that would have protected Kayla's deposit, and explain what each would have proven.

2. Explain how joint and several liability turned one roommate's departure into a problem for Kayla, and what could have reduced that risk.

Multiple Choice

1. What does the reading say a landlord's insurance policy covers?

    a) Tenant belongings but not tenant liability claims

    b) The building only, and nothing a tenant owns

    c) Temporary housing when a unit becomes uninhabitable

    d) The building and each tenant's personal property

2. Under joint and several liability, what is each roommate who signed one lease responsible for?

    a) Only the months they personally lived in the unit

    b) The portion the landlord assigns at move in

    c) An equal share of the monthly rent owed

    d) The entire rent, regardless of private agreements

3. Which protection does the reading say a lease clause cannot waive?

    a) The requirement to give sixty full days notice to vacate

    b) The landlord's right to enter during an emergency

    c) The implied warranty that a rental is fit to live in

    d) The tenant's obligation to carry renters insurance

Matching

Write the letter of the correct definition on the line next to each term.

Term	Definition
1. ___ total housing cost	A) Ordinary aging of a unit that a landlord may not charge a tenant for
2. ___ security deposit	B) The requirement that a rental have working heat, plumbing, and safe conditions
3. ___ wear and tear	C) Rent combined with utilities, insurance, parking, and required fees
4. ___ replacement cost	D) Money held by a landlord and returnable under conditions set by state law
5. ___ warranty of habitability	E) Insurance paying what an item costs new rather than its depreciated value

Fill-in-the-Blank

1. Housing is often kept at or under _____ percent of gross income.

2. Faded paint from ordinary use counts as wear and _____.

3. One lease with three signers creates joint and _____ liability.

Short Answer

Answer each question in 2-4 complete sentences.

1. Explain why the reading says a verbal promise from a landlord is nearly worthless.

_____

_____

_____

2. Why does the reading argue that liability coverage often matters more than belongings coverage?

3. Explain what the move out photographs accomplish that the move in photographs cannot.