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[How To Look For An Apartment - Part I](#)

Wednesday, August 1, 2012 by [Doron F. Eghbali](#)

Looking for an apartment, finding for one and settling in one could be challenging. In a series of articles, we explore the very basics of looking for an apartment, finding a "suitable apartment", dealing with problems arising out of tenancy and terminating a landlord-tenant relationship. In this article, we explore how to intelligently find an apartment and how to negotiate intelligently for living in an apartment.

Some Guidelines

- Tenants and landlords should discuss their expectations and responsibilities before entering into a rental agreement.
- If a problem occurs, landlord and tenant first should try to resolve the problem through open discussion and communication.
- Honest discussion of the issue may show the sides, they are not both in the right, and a fair compromise is in order.
- If the problem is one the landlord is responsible, the landlord may be willing to correct the problem or work out a solution without further action by tenant.
- If the problem is one for which tenant is responsible, the tenant may agree to correct the problem, once the tenant understands the landlord's concerns.
- If the parties cannot resolve their issues on their own, they may be able to resolve such problems through mediation and arbitration.

LOOKING FOR A RENTAL UNIT

- The monthly rent you can afford
- The location you want
- The safety, appearance, access to stores, public transportation, medical facilities.



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- The source could be internet sites, friends, newspapers

INSPECT BEFORE YOU RENT

- Cracks or holes in the floor
- Signs of leaking water or water damage in the floor, walls or ceiling.
- Signs of insects, vermin or rodents

ASKING POTENTIAL LANDLORD

- Who will be responsible for utilities: gas, electric, water and trash collection?
- Try to find out what the previous tenant paid for utilities.
- Gauge how the landlord answers your questions. This is a good indicator of what you could expect the landlord to do later on.

RENTAL APPLICATION

- Rental application is different from a rental agreement
- Rental application is like a job or credit application
- Landlord decides as to whether rent to you.

ILLEGAL FOR LANDLORD TO DISCRIMINATE

- Race
- Color
- Religion
- Origin
- Ancestry
- Familial status
- Source of income
- Disability
- People living under the age of 18

ILLEGAL FOR LANDLORD TO ASK YOU QUESTIONS ABOUT

- Race
- Color
- Religion
- Marital Status
- National Origin
- Ancestry
- Persons Under the age of 18 living with you
- Immigration or citizenship status



LEGAL TO ASK YOU QUESTIONS ABOUT

- The landlord MAY ask you about your *your source of income*.
- The Number of people living in the rental unit
- Landlord can establish reasonable standards for the number of people per square feet in a rental unit
- However, the landlord CANNOT use overcrowding as a pretext for refusing to rent to tenants with children if the landlord would rent to the same number of adults.

HEALTH AND SAFETY RULES FOR ROOM (Health and Safety Code Section 17922):

- Every residential Rental Unit MUST Have at least one room that is at least 120 square feet

PREPAID RENTAL LISTING SERVICES

- Prepaid rental listing services sell lists of available rental units.
- Regulated by the CA Department of Real Estate (DRE) and MUST be licensed.
- You may check the status of a license issued to a prepaid rental service on the DRE website.
- If you want to use a prepaid rental listing service, they must enter into a contract with you before it accepts any money from you.
- The contract MUST include the description of rental unit you are looking for (the number of bedrooms, and the highest rent you are willing and able to pay.)
- The CONTRACT cannot be for more than 90 days.
- The law requires the service to give you a list of at least three currently available rentals within five days after you sign the contract.

CREDIT CHECKS

- Some Credit Reporting agencies, called **Tenant Screening Services (TSS)**
- TSS collects and sells information on tenants.
- This information may include whether tenants paid their rents in time,
- Whether they damaged previous rental units
- Whether they were the subject of an unlawful detainer
- Landlord usually does not have to give you a copy of such report.
- However, if the decision not to rent to you is partially or entirely based on negative information contained in your report, then the LAW REQUIRES them to give you a written notice with the name, address and telephone number of the credit reporting agency.



HOLDING DEPOSIT

- Sometimes, landlord and tenant agree that tenant will rent the unit, but it cannot move in immediately.
- In this situation, landlord may ask tenant for a holding deposit.
- **HOLDING DEPOSIT** is a deposit to hold the rental unit for a stated period of time until the tenant pays the first month rent **AND** security deposit.
- During this period landlord agrees not to rent the unit to anyone else

ASK LANDLORD THE FOLLOWING QUESTIONS FOR HOLDING DEPOSIT

- Will the deposit be applied to first month's rent? If so, ask the landlord for a deposit receipt stating this. Applying the deposit to the first month's rent is a common practice.
- Is any part of the holding deposit refundable if you change your mind?

DIFFERENCE BETWEEN RENTAL AGREEMENT AND LEASE

Before you can rent a rental unit, you and the landlord **MUST** enter into one of two kinds of agreements:

1. PERIODIC RENTAL AGREEMENT:

- Periodic rental agreement states the length of time (the number of days- i.e. 7 days or 30 days) between the rent payments.
- The length of time between rent payments is called **RENTAL PERIOD**.
- A periodic rental agreement that requires one rent payment each month is a month-to-month agreement.
- If the periodic rental agreement requires rent be paid once a week, it is a week-to-week rental agreement.
- In effect, periodic rental agreement expires at the end of each period for which the tenant has paid rent and then again is renewed by the next payment.
- Rental Period Agreement continues until either landlord or tenant gives another proper notice to vacate.

• **THE AMOUNT OF ADVANCE NOTICE FOR PERIODIC AGREEMENT IF LANDLORD OR TENANT DECIDES TO TERMINATE TENANCY:** (Note this amount of advance notice is different from what the landlord should give to tenant to raise rent)



2. LEASES

- A lease states the total number of months that rental agreement to be in place.
- Most leases are in writing. However, if a lease is for MORE than one year it MUST BE in writing.

ADVANTAGES AND DISADVANTAGES OF HAVING A LEASE

Advantages

- The landlord cannot raise your rent while your lease is in effect, unless the lease specifically allows rent increases.
- The landlord cannot evict you while the lease is in effect, except for reasons such as damaging the property or failing to pay your rent.
- The lease gives tenant the security of long-term agreement and known costs.

Disadvantages

If you want to move, a lease may be difficult for you to break, especially another tenant cannot be found to take your place.

WHAT TO LOOK FOR IN A RENTAL AGREEMENT OR LEASE

Key Terms

- The names of the landlord and the tenant
- The address of the rental unit
- When the rent is due, to whom it is to be paid and where it is to be paid
- The amount of any late charge or returned check fee
- Who is responsible for utilities (Gas, electric, water and trash collection)
- Whether you can sublet the rental unit
- If you think the terms are unfair, seek competent legal counsel.

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