RENTING 101: Basic Information All Renters Should Know

Moving Out and Moving In

ASUM Legal Services provides free and low cost legal assistance to qualifying students of the University of Montana. Students need to be aware of their rights and responsibilities as renters (“tenants”) when renting private (non-University) housing. With the end of the semester little more than a month away -- *gasp* -- this article will focus on moving out of and moving in to residential rental property. This article is informational and is not legal advice. Students should contact ASUM Legal Services for more information or legal assistance.

Moving Out

Before moving out a tenant needs to:

- Read the lease;
- Give timely written notice to the landlord;
- Clean the unit and keep a copy of your condition report;
- Give your landlord your new mailing address;
- Forward your mail with the Post Office.

You need to give proper notice before moving out. Proper notice is usually 30 days, unless you pay your rent on a weekly basis. If you pay rent weekly, then you must give 7 days’ notice of moving. Check your lease as it may require longer notice.

If you are moving out before your rental agreement is over, you will need a legally sufficient reason to terminate that agreement before the end of the lease. If you don’t have a legally sufficient reason to terminate the lease early, then you cannot legitimately terminate the lease and if you move out before the lease ends then you may be responsible for all the future rent that remains due under your lease. If you must move out early, talk to your landlord to find out whether your landlord will allow you to find a new tenant to move into your rental unit. The landlord must agree in writing in order for there to be a new tenant. If possible, you should persuade your landlord to let you out of your lease and do a new lease with the new tenant. It’s best to avoid subleasing your rental to someone else, because you will still be obligated under the lease. All this must be put in writing.

If you want to get your security deposit back, you will have to leave your rental in the same condition it was when you rented it, normal wear and tear excepted. The tenant must maintain the premises in a reasonable clean and safe condition, using appliances and facilities in a reasonable way. A tenant may not damage or remove any part of the premises and must maintain the smoke detector in good working order.

Your landlord must return your security deposit within 10 days of your move out date if they are not deducting any money. If your landlord is deducting money from the security deposit, they must give you an itemized list of the deductions and refund the remainder, if any, within 30 days of your move out date.
A landlord cannot withhold money from the security deposit for cleaning charges unless the landlord gives you written notice of the cleaning which needs to be done, and gives you 24 hours to complete the cleaning.

You are not responsible for normal wear and tear or regular maintenance. Normal wear and tear means that things get worn out from regular use, but does not include any additional damage that you caused. You are not responsible for the regular maintenance that the landlord must do to maintain the property in fit and habitable condition. For example, a landlord should not take money out of your deposit to replace old carpet or to paint unless you caused damage beyond the normal wear and tear.

If your landlord does not send you an itemized list within 30 days, or if you disagree with any of the deductions, your first step is to write a letter to your landlord politely requesting a refund of your deposit.

If you move out of the rental and leave any of your personal property behind, the law allows the landlord to seize your belongings under certain circumstances. If the landlord reasonably believes that you have abandoned personal property left in the rental and it has been at least five days since the landlord realized that you abandoned the property, the landlord can remove the property from the rental. When the landlord removes the property from the rental, the landlord must inventory and store all of the property somewhere safe. The landlord may bill you for storage costs, labor to move the belongings, and other costs involved with moving the property to storage. After seizing your property, the landlord must make a reasonable attempt to notify you in writing that the landlord has your property and that you must come get it.

**Moving In**

Before moving in a tenant needs to:

- Read the lease;
- Inspect the property and complete a condition report;
- Arrange for any utilities that the tenant is responsible for.

You should have a written lease. Read it and understand it before signing. There should be no blanks or anything missing from the lease. The written lease should cover any agreement that you have made with the landlord, such as pets, or visitors, or parking, or yard maintenance, or other use of the property. A lease can be week-to-week, month-to-month, or for a set term, and you need to know the difference. You should have contact information for either the owner of the rental property or any person or company which is managing the rental property.

You should get access to the property at the beginning of the lease. When you move in, your landlord should give you a list of the conditions at the rental unit. This list is often called a condition report, and the landlord may ask you to sign it. If you're asked to sign the list, go through the list carefully and make sure that it is complete and accurate. You should add any damages that are not on the list. Send a copy of your list to the landlord and keep a copy for yourself. The condition report may help you if you have problems when you move out.
Under the Montana Residential Landlord and Tenant Act, a landlord must:

- maintain the dwelling so as to comply with state and local building and housing codes related to a tenant’s health and safety
- maintain in good and safe working order all electrical, plumbing, heating, air-conditioning, and other facilities and appliances supplied by the landlord, including any elevators
- keep all common areas, such as lobbies, stairways and halls, in a reasonably clean and safe condition
- make repairs and do whatever is necessary to make the premises fit and habitable
- inform the tenant of the name and address of the landlord or landlord’s agent
- provide smoke detectors, and ensure they work properly when a new tenant moves in. (Tenants are responsible for maintaining the smoke detectors.)

Under the Montana Residential Landlord and Tenant Act, a tenant is required to:

- pay rent and any utilities agreed upon
- comply with any requirements of city, county or state regulations
- keep the rental unit clean and sanitary
- dispose of all garbage and waste properly
- properly operate plumbing, electrical and heating systems
- maintain smoke detectors, including replacing batteries

Conclusion

ASUM Legal Services wishes everyone happy and safe moving this Spring and Summer! If you are a student and have any questions or need more information, contact ASUM Legal Services; 406-243-6213 www.umt.edu/asum/legalservices. This article is not legal advice and you should with an attorney regarding a specific legal situation.