

# Ten Tenant Tips



THE UNIVERSITY OF ARIZONA  
**STUDENT LEGAL  
SERVICES**

## **1. Read your Lease**

Read your lease! Look for any clauses that take your rights away. Arizona law allows for the waiver of rights, and leases that sometimes seem unfair are typically binding in court.

## **2. Pay a fair deposit**

At most, your landlord can charge a deposit that is one and one-half months' times your rent as a security deposit. For example, if your rent is \$1,000 a month, your deposit can only be up to \$1,500. A landlord can also charge you a reasonable pet deposit.

## **3. Get insurance**

It is important that you get insurance for your personal property and the premises. Most leases specify that in the event of an emergency such as fire, water damage, or property damage you are responsible for the cost of all repairs. Renters insurance covers the cost of repairs for emergencies, in most circumstances.

## **4. Check the premises before you move in – if there is damage, do not move in**

Once you move in, you technically accept the premises *as is*. That means, if something is broken you accept the damage. Filling out a move in checklist does not mean the damage will be fixed. If you find damage, do not move in until it is fixed.

## **5. Fill out a move in checklist and take pictures**

When you move in to your rental property, you accept the premises as is. For that reason, it is important you fill out a move in checklist. The checklist allows you to describe the state of the property at move in. The move in checklist becomes very important when you move out because if your landlord attributes damage to you, it is a method of proving the damage was already there in the first place. It is also important to take pictures of the damage as a secondary form of proof.

## **6. Make sure your landlord maintains habitable premises**

A habitable premises means that your landlord must make important repairs in a timely manner. Important repairs include: a broken heater, air conditioning, or water. If your landlord does not fix these issues, you may break your lease but must follow state law accordingly.

## **7. After moving out, request a walkthrough and take pictures**

In a walk through, you and the landlord review the premises together. This allows you to insure your landlord fairly inspects the rental property. If your landlord does not suggest a walkthrough, you should request it. It is also important to take pictures before you move out as evidence of the condition of the premises.

## **8. Get your deposit back in full within 14 days**

After you move out, your deposit must be returned within 14 days. If your landlord deducts any money from your deposit, he/she is required to provide an itemization describing all deductions. If they do not provide the itemization, you can sue the landlord for two times the original deposit.

## **9. If you choose to move out before the lease is over, find someone to take over your lease**

If you choose to move out before the lease is over, you must pay rent until the lease ends or a new renter signs an agreement taking over your lease. Most leases allow you to find someone to take over your lease, so long as your landlord approves it. This is a good option for people wishing to break their lease.

## **10. Keep good records**

Keep a copy of your lease, photos, a copy of the move-in checklist, move-out checklist and any correspondence with your landlord. It may become relevant if you have to go to small claims court.