

DOCUMENT RESUME

ED 312 540

CG 022 037

TITLE Rental Housing.

INSTITUTION American Association of Retired Persons, Washington, DC. Consumer Housing Information Service for Senior .

SPONS AGENCY Administration on Aging (DHHS), Washington, D.C.

PUB DATE 87

NOTE 31p.; For related documents, see CG 022 038-041.

AVAILABLE FROM American Association of Retired Persons, 1909 K Street, N.W., Washington, DC 20049 (Free).

PUB TYPE Guides - General (050)

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.

DESCRIPTORS *Housing; *Landlords; *Older Adults

IDENTIFIERS *Rental Housing Policies

ABSTRACT

This is one of a series of booklets prepared as a resource for trained Housing Information Volunteers to provide impartial information to older people who have questions of concern about how to find safe, comfortable, affordable housing; how to cut household expenses or use their homes to earn extra income; home maintenance and home improvement; tenants' rights; and local housing subsidy or in-home assistance programs. This booklet provides an overview of rental housing, listing both advantages and disadvantages of renting. Information is provided on selecting a rental unit and potential renters are advised to consider a unit's location, safety, lease arrangement, services, companionship, and suitability over time. Sources of help in finding a rental unit are identified. Other issues discussed include rent subsidies, the lease arrangement, discrimination in housing, types of leases or rental agreements, the rights and duties of landlords, the rights and duties of tenants, ways of resolving landlord/tenant disputes, finding help with landlord/tenant disputes, and insurance. A list of housing publications and a sample lease agreement are appended. (NB)

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Rental Housing



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TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

Consumer Housing Information Service
 for Seniors (CHISS)

Consumer Affairs • Program Department
 American Association of Retired Persons



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Foreword

This is one of a series of booklets prepared as a resource for AARP's Consumer Housing Information Service for Seniors (CHISS).

CHISS is a local AARP volunteer program that uses trained Housing Information Volunteers (HIVs) to provide impartial information to older persons who have questions or concerns about:

- ◆ how to find safe, comfortable, affordable housing;
- ◆ how to cut household expenses or use their homes to earn extra income;
- ◆ home maintenance and home improvement;
- ◆ tenants' rights; and
- ◆ local housing subsidy or in-home assistance programs.

Each resource booklet provides an overview of a housing option, resource or service and identifies types of local government agencies and community groups that offer additional assistance. The booklets will help you reflect on your living arrangement and answer such questions as:

- ◆ Will my home be a suitable place for me to live as I grow older?
- ◆ Will I be able to afford the cost of living in my home as the years go by, recognizing that housing costs are likely to rise?

For most people, home is a place where they feel comfortable, secure and surrounded by pleasant memories. It is easy to take your home for granted and postpone planning and preparation for later years. AARP hopes that these booklets will help you and other older consumers, both homeowners and renters, to think about your future needs, plan wisely and take the necessary steps to ensure that your homes continue to be comfortable, safe and appropriate during your later years.

Developed with support from the Administration on Aging,
U.S. Department of Health and Human Services

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Introduction

Approximately 25 percent of heads of households age 65 and over rent their homes. An even larger proportion of people over the age of 70 are renters. Rental housing takes many forms, including low or high rise apartments, townhouses, units in retirement communities, duplexes, mobile homes, publically subsidized housing, and accessory apartments in private homes.

The decision to rent or buy is up to you. However, there are some general advantages and disadvantages to renting that you should consider, as described below.

Advantages of Renting

- ◆ Renters have fewer financial responsibilities and worries that relate to property. Their monthly costs, therefore, are fairly easy to predict. It is generally the landlord's responsibility to take care of taxes, maintenance, insurance and other responsibilities of property ownership.
- ◆ Rental units may demand less time to clean and maintain because they are generally smaller than single-family homes and because some of the responsibility is shared with the landlord.
- ◆ Renting involves a small initial investment and low transaction cost compared to buying. (Usually a building owner requires advance payment of a security deposit.)
- ◆ Rental housing offers flexibility. Generally, a renter can more easily change housing as his/her needs or preferences change.
- ◆ Some rental housing includes special services and facilities.
- ◆ Landlords often provide services to tenants, including garbage collection, repair and maintenance services, and (in the case of retirement communities) recreational facilities and social activities.

Disadvantages of Renting

- ◆ A tenant does not accumulate any equity* in his or her living arrangement.
- ◆ Moving from a house you own to an apartment you rent may result in less living space.

*Accumulated equity is the market value of your home minus any outstanding mortgage debt or liens secured by your home, e.g.

home market value	\$60,000
minus remaining mortgage	- \$10,000
accumulated home equity	\$50,000

- ◆ Some landlords impose rules that create difficulties for tenants, such as a prohibition on pets, or a requirement that tenants obtain permission before making modifications in their rental units (such as installing handrails, air conditioners, bookshelves, drapes, or blinds).
- ◆ Unlike owners, renters cannot claim tax deductions which relate to mortgage interest and property taxes.

The following suggestions can help you maximize the advantages and minimize the disadvantages of being a tenant. But it is largely up to you as a renter to shop around and find housing that will meet your needs. Remember:

- ◆ Unlike homeowners paying off amortized mortgages, renters cannot be certain that their monthly payments will remain the same over time. Rent increases are probable.
- ◆ Because renters do not hire persons to do maintenance and repairs, they may wait a long time to have routine maintenance done.



Selecting a Rental Unit

There are many variables to consider when selecting rental housing. Among the more important are these:

- ◆ **Location:** Is the unit you've selected near family, friends, transportation, shopping and other services?
- ◆ **Safety:** Can you walk safely in the neighborhood day and night?
- ◆ **Lease:** Are the conditions of the lease satisfactory?
Is the length of the lease sufficient?
Does the rental amount include utilities, or are they handled separately?
What other fees are called for (i.e., deposits, service and maintenance)?
Are pets allowed?
Can grandchildren and others visit? If so, what are the restrictions?
- ◆ **Services:** Are desired services provided (e.g., maintenance, garbage collection, and recreational facilities)?
- ◆ **Companionship:** Is companionship available (e.g., a congenial landlord, other tenants who share your interests, a club or senior center in the neighborhood)?
- ◆ **Suitability over time:** Will the facilities and location be suitable for as long as you plan to live there?

There are differences among types of rental property. In apartments, the owner or manager usually takes care of heat and yard maintenance, and may furnish major appliances. Utilities are often included in the rent. Generally, there is little private yard space and limited storage. Duplexes and townhouses generally have private yard space and more living area than an apartment. Renting a house or mobile home usually provides the greatest amount of living space and privacy.

It's a good idea to visit the rental property you're considering at several different times of the day to see what life is like there. If it's an apartment building and you know someone who lives there, ask them how they like living there and what kinds of problems they're experiencing:

- ◆ Does it get noisy during rush hour?
- ◆ Do neighbors hold loud parties?
- ◆ Are the property and the neighborhood well maintained?
- ◆ Are the walkways and entrances well lighted at night?
- ◆ Are the stairwells and other common areas kept clean and litter free?
- ◆ Does it look as though present tenants care for the property and enjoy living there?

One of the more important considerations is how well you think you'll get along with the landlord or management. It's especially important if you're considering an apartment in a larger building because there's always a possibility that disagreements or disputes might arise that would be more easily settled if you and the management are on good terms.

Sources of Help in Finding a Rental Unit

It's not always easy to find safe, affordable rental housing. In many communities, advice and assistance in locating affordable housing is available from the local housing authority or community groups such as the Urban League, United Way, churches, or synagogues. A list of possible sources of information on affordable housing is included in Appendix A, page 17.

The classified section of the newspaper is a good place to look for rental housing. If you're interested in a particular apartment complex or building, go directly to the manager and fill out an application. You may be put on a waiting list.

In some cities, there are brokers who deal specifically with rental housing. They'll have good leads, but they'll generally require a broker's fee, which is often one month's rent. If you plan to deal with a broker, check out his/her reputation with the local Better Business Bureau or Office of Consumer Affairs.



Rent Subsidies

The federal government, and often your local housing authority and state government agencies, administer or sponsor housing subsidy or housing assistance programs for older and low-income people. The federal programs are known as Section 8 Housing Assistance and Housing Voucher programs. Through these programs, the federal government provides rent subsidies to individuals who, based on their income, qualify to live either in designated housing facilities or on a finders-keepers basis in which tenants find their own housing. If the landlord is willing to rent the unit at a "fair market rate" and the premises meet local housing authority standards, the landlord signs a lease with the tenant and a contract with the housing authority. The housing authority then helps with the monthly rental payments. Under Section 8, qualified tenants pay no more than 30 percent of their income for housing. The remainder of the agreed-upon rent is paid directly to the landlord by the Section 8 program.

In the Housing Voucher Program, the federal government gives the renter a voucher equal in value to 30 percent of the participant's (renter's) gross income. The participant then seeks and finds his/her own rental housing, presents the voucher as partial payment, and pays the landlord the amount, if any, that exceeds the value of the voucher from his/her own funds. If the renter can find housing for less than the face value of the voucher, he/she can pocket the difference.

Some states have rent subsidy programs for low-income persons. For more information, contact your local or state department of housing.



The Lease

What is a Lease?

A lease is a written agreement between a landlord and a renter (tenant) that defines their respective rights and obligations concerning the tenancy. It is a binding legal agreement that is enforceable through the courts. At the very least, the lease will specify the parties to the lease (the landlord, or lessor and the tenant, or lessee), the address of the rental premises, the time period of the tenancy, and the amount and due date of the rental payments. (See Sample Lease, Appendix B, page 22.)

Beyond these *basic* terms, the remainder of the terms of the lease are regarded as negotiable. Other common lease terms include late payment charges, defined responsibilities for maintenance and utilities, and requirements for terminating the lease. Standard form leases are known for containing clauses that restrict your rights as a tenant if the landlord chooses to use them against you. Among these restricted rights may be the right to privacy, due notice, or subletting.

It's worth your effort to carefully review your lease and try to negotiate the elimination or modification of objectionable clauses. You and the landlord must be comfortable and accept all lease provisions *before* the document is signed. If any changes are made in the lease, be sure that both you and the landlord initial those changes on all copies of the lease you sign. Be sure to get a signed copy of the lease and application form.

Almost all jurisdictions in the country accept oral rental agreements as valid contracts for periods of less than one year. You're entitled to 30 days notice for eviction and you must give the landlord 30 days notice of your intent to leave. The main problem with oral agreements is proving the substance of the agreement. If your landlord promises something and does not deliver, the promise is difficult to enforce in a court because it's your word against the landlord's. The other problem is that rent can be increased with little notice. If you want to insure that your landlord will follow through on an oral agreement, get it in writing. If all else fails, write the landlord a letter confirming your oral agreement. Be sure to keep a copy for your records.

Once you've signed a lease, you're legally responsible for meeting its terms for the specified duration. It's wise to take your time, exercise due caution, and be sure that you fully understand the terms of the lease *before* you sign it.



Discrimination in Housing

The Fair Housing Act of 1968 prohibits discrimination on the basis of race, color, religion, sex or national origin, (but not on the basis of age) in activities involving selling, negotiating, leasing and negotiating loans.

However, there are some exemptions to the act:

- ◆ Owners who own three or fewer units. (However, even these small owners lose their exemption if they hire a broker or advertise.)
- ◆ Private clubs or religious organizations that rent to members only for non-commercial purposes.

In addition to the prohibitions listed above, the Equal Credit Opportunity Act prohibits discrimination on the basis of *age*. In mortgage or home improvement loan transactions, a creditor may not deny you credit just because you reach a certain age or retire, or because you receive income from public assistance programs, social security or other retirement benefits. However, it's legal for your age to be considered in connection with such factors as the length of a loan, the down payment or the security you offer.

Most cities have Fair Housing Commissions that enforce state and local laws against housing discrimination related to age. Should you or an older friend or relative encounter what you believe to be discriminatory practices, it would be appropriate to seek assistance from the Fair Housing Commission, local human rights commission, a tenant group or legal aide, or call the U.S. Department of Housing and Urban Development's toll-free number, 800-424-8590.



Types of Leases or Rental Agreements

Most people are familiar with long-term and month-to-month leases. But the law also recognizes several other kinds of leases and the respective rights of the landlord and tenant are determined by the kind of lease that's agreed upon.

- ◆ Some leases last for a specified period of time and neither the landlord nor the tenant is obliged to give notice because the lease ends on the prearranged termination date.
- ◆ There are other leases which continue from one period (usually a month) to the next until one party gives notice equivalent to the duration of the period (e.g., a month). In many jurisdictions, this notice must be in writing.
- ◆ A *tenancy at sufferance* occurs when a tenant remains after the end of a lease period. If the landlord continues to accept rent payments, a new periodic lease is automatically created. As you can see, it is extremely important to read, understand, and either accept or modify the terms of a lease before signing it. If you have a question about the lease that the landlord cannot answer to your satisfaction, you may want to consult with an attorney to assure that you fully understand your rights and obligations as a tenant.



The Rights and Duties of Landlords

No matter what type of tenancy exists, both the landlord and the tenant enjoy rights and assume duties. Some of these will be specified in the lease or rental agreement, but the legal requirements that set down the landlord-tenant relationship vary among states. In general, a landlord's rights and duties are:

Landlord's Rights

- ◆ To receive full rent on time.
- ◆ To set limits on the number of occupants and visitors.
- ◆ To determine a policy with regard to pets.
- ◆ To expect the tenant will comply with the lease agreement.
- ◆ To determine how a rental unit can or cannot be altered.
- ◆ To be paid for damages caused by the tenant at the end of the lease period (not including normal wear and tear).
- ◆ To expect the tenant will not disturb other tenants or use the apartment for illegal purposes. (If a dwelling is used for illegal purposes the lease becomes void and the owner may enter the dwelling unit.)
- ◆ To determine how long a tenant can stay and under what conditions, and to determine how much will be paid in rent, within any existing regulatory guidelines.
- ◆ To establish and enforce rules governing the management of the building, especially with regard to parking and laundry facilities.

Landlord's Duties

- ◆ To provide a safe and habitable living space, i.e., one that is fit to be lived in.
- ◆ To comply with state and local codes and laws.
- ◆ To promptly repair damage that is not the fault of the tenant.
- ◆ To return any unused portion of the security deposit promptly as specified in the Lease or Deposit Receipt.
- ◆ To explain the terms of the lease and reasons for rent increases.
- ◆ To handle complaints promptly.



The Rights and Duties of Tenants

A tenant also has rights and duties. As a tenant, you are protected by real property laws, which vary from state to state. In general, the principles are:

Tenant's Rights

- ◆ To possession and quiet enjoyment of the dwelling unit from the beginning to the end of the lease.
- ◆ To receive prompt repayment of the unused portion of the security deposit, often, if specified in the lease, with interest.
- ◆ To receive written notice of eviction in accordance with local law.
- ◆ To consent to any changes in the lease that occur during the term of the agreement.

Tenant's Duties

- ◆ To notify the building owner in writing when you plan to terminate your lease or rent agreement.
- ◆ To know the fire-escape route and make sure you and others in your family know what to do in the event of a fire.
- ◆ To make timely rent payments.
- ◆ To tell the landlord when repairs and maintenance are needed.
- ◆ To occupy the unit only as a dwelling unless agreement is reached with the owner when the lease is negotiated to grant permission to have a business in your home.
- ◆ To keep the property in good condition. (This includes upkeep of all electrical, plumbing, heating and cooling appliances.)
- ◆ To consider the rights of others.
- ◆ To leave the dwelling unit in good condition when you move out.



Resolving Landlord/Tenant Disputes

Disputes can still arise between landlord and tenant, even though they've taken thorough precautions before signing a rental contract. The most common problems have to do with the condition of the premises and the amount of rent or other charges that the landlord asks the tenant to pay. Sometimes disputes arise over termination of the lease—either the landlord tries to evict the tenant or the tenant tries to terminate the lease or sublet to another tenant for the remainder of the lease period. Examples of typical problems include:

- ◆ **Rent Increases**—A landlord can increase rent only with proper notice and at the end of a lease term or upon making improvements in the property. A landlord cannot increase rent to retaliate against a tenant or to pay for repairs undertaken to correct housing code violations. In jurisdictions where rent control laws apply, a landlord's right to increase rent is limited and may be exercised only when there is a change in tenants, when improvements have been made, or when the cost of living goes up. If you live in a city with rent control, check with your local Housing Authority to determine the kind of protection local law provides for renters.

- ◆ **Security Deposits**—When you sign a lease, you'll probably be asked to pay a security deposit equal to one or two months' rent. State laws limit the amount of security deposit a landlord can request. A security deposit on a contract for the use or rental of property remains the property of the person making the deposit. In some states, landlords are required to put security deposit money in a special bank account to keep it separate from their own money. Even when this is not required by law, a tenant may ask the landlord to open a separate account for the security deposit. (Be sure to obtain a receipt for any deposit you make.)

Your deposit can be used by your landlord to cover the cost of actual damages you may cause, thereby returning the dwelling to the same condition it was in when you took possession. It cannot be used as your last month's rent. It is prudent from your point of view to let the landlord know, in writing, about the condition of your rental unit at the beginning of the lease. Walk through the unit with the landlord when he or she does an inspection at the termination of the lease so that damage claims are not falsely applied.

Problems generally arise because leases are often unclear about the conditions under which the security deposit, or a portion of it, will be returned. Check with your state Attorney General's Office or Office of Consumer Protection for specific requirements concerning security deposits.

- ◆ **Utility Fees**—If your landlord transfers the cost of utilities to you, it is considered to be the same as a rent increase. Be careful not to pay another tenant's utilities because of incorrect metering. If your landlord is responsible for paying utility bills but does not, you may be able to pay a portion of the rent to the utility company to prevent service from being cut off. It is advisable to consult with an attorney before taking an action of this kind (see page 15 for advice on finding legal assistance).

- ◆ **Withholding Rent**—There may be other circumstances in which it is permissible for you to withhold rent. One such situation might occur if your landlord refuses to correct a *housing code** violation that makes the apartment dangerous or uninhabitable. Again, you should only withhold rent with the advice of an attorney who can tell you whether it is permissible under local law and how to do it in a way that will preserve your tenant's rights.
- ◆ **Eviction or Lease Termination**—State and local laws specify the grounds for eviction or other lease terminations and say how they may be done. Generally, nonpayment of rent and violation of lease agreements are used to initiate eviction proceedings against a tenant. If you're faced with eviction, obtain legal assistance (see page 15). As a rule, landlords may not evict to retaliate against a tenant or simply to change tenants to increase the rent. To safeguard your rights as a tenant, keep proof of all rent payments and report all housing code violations promptly. All states require an owner to notify a tenant in writing that rent is overdue or that lease violations have occurred and eviction proceedings have been initiated.

If you want to terminate your lease before its term has expired, the lease itself may have a provision stating how you can do this. You may have to continue to pay rent or give the landlord advance notice (often 30 days or more) in writing. Or, you may be able to sublet the dwelling to another tenant until the lease runs out, unless the lease forbids it. If you sublet, it is advisable to have the landlord void your lease and sign a new one with the new tenant. If the landlord is unwilling to write a new lease, you are technically responsible for fulfillment of the terms of the original lease. You might want to have a written sublease agreement between you and the new tenant identical to your original lease.

- ◆ **Condition of the Premises**—Landlords have a duty to maintain habitable premises. Habitability is defined by the provisions of your local housing code. If you have complaints about the health or safety of your housing, talk to the local Department of Licenses and Inspections and ask for an inspection of the premises. If code violations are found, your landlord will be issued a written order to correct the condition(s) within a given amount of time and undergo a compliance inspection.

Your landlord also has a right to expect that you won't damage or destroy the property. He/she can seek to force you to pay for repairs if their cost exceeds the amount of your security deposit.

* **Note on Housing Codes:**

A *housing code* is a set of local standards adopted by a municipality to protect the safety, health and welfare of occupants of dwellings and to prevent housing deterioration. Generally, the standards apply to heat, hot water, and plumbing; adequacy of the roof and steps (including fire escapes), public access; the safety of electrical wiring; vermin; and the number of occupants in a building.

A *building code* sets standards for new construction.



Finding Help With Landlord/Tenant Disputes

Many landlord/tenant disputes can be resolved amicably between the parties. When they cannot, either the landlord or the tenant can go to the local housing commission or to small claims court to resolve the dispute. The local housing commission's administrative rules and the landlord/tenant court's rules define the kinds of cases that can be brought before them and when the parties may represent themselves or must hire attorneys. Help may also be available from a state or county office of consumer protection, the local Area Agency on Aging, court-sponsored mediation programs, government agencies such as the human rights commission, or local tenants' rights organizations.*

It is best, however, especially if there is a large amount of money at stake, for a tenant to seek legal advice when there is an unresolvable dispute with a landlord. Free or low-cost legal services are available to older people and low-income tenants from legal services offices. The state or local Bar Association usually provides a referral service through which you can locate inexpensive legal assistance. In many landlord/tenant disputes, clients can be assisted by paralegals who have some legal training and work under the supervision of lawyers but are not members of the Bar. Generally, paralegals charge lower fees than lawyers, which can help you save money over the long term.

Insurance

A building owner's insurance policy does not cover your personal belongings. Obtain a renter's policy to insure the contents of your rental unit and your personal possessions against fire, lightning, wind, hail, explosion, smoke, riot, vandalism and theft. The cost of identical coverage may vary among insurance companies, so comparison shopping is advisable.

*Note on Tenants' Organizations:

A tenants' organization is a group of tenants in a building who join together to accomplish particular goals. It is run by tenants, with officers and committees selected by tenants. It establishes orderly communication channels with management and can offer a real boost to management-tenant relations. All parties' satisfaction with their living arrangement can be improved as a result of negotiations on matters of interest and concern to residents.



Conclusion

Renting has many advantages, as well as the potential trouble spots described in the previous pages. Your experience as a renter depends largely upon your relationship to your landlord. Our purpose in writing this book has been twofold: to inform you of these advantages and trouble spots, and to inform you of your basic rights as a renter. If you understand these basic rights, the specifics of your lease, and your rights as a renter, you're more likely to be able to make informed decisions to help resolve any disputes that may arise. Your ability to anticipate most problems and deal effectively with them (and others) as they occur, will greatly increase your satisfaction with your living arrangement over time.



Appendix A

Housing Publications

Single copies of all of the following are available for AARP Fulfillment, P.O. Box 2240, Lakewood, CA 90801 except where noted. Multiple copies up to 100 are available at no charge from AARP Fulfillment, 1909 K Street, N.W., Washington, DC 20049, except where noted. *Please ask for each publication by its stock number.*

General

Housing Options for Older Americans (D12063)

A booklet designed for older persons who are considering a change in their living arrangements. Included are options for remaining in one's home as well as for making a move. Additional resources are provided.

Housing Choices for Older Homeowners (D12026)

A booklet that presents several alternatives to help homeowners remain in their homes. Some are readily available; others require possible changes in zoning and attitudes about traditional living patterns.

Your Home, Your Choice: A Workbook for Older People and Their Families (D12143)

A workbook describing a variety of living arrangements, including ways to stay in one's home, and supportive housing arrangements such as congregating housing. Each section includes a consumer checklist.

AARP Housing Report

A bimonthly newsletter reporting on housing programs, legislation and innovations. To be added to the mailing list, write to Housing Report, AARP, Consumer Affairs, 1909 K Street, N.W., Washington DC 20049.

Planning Your Retirement Housing by Michael Sumichrast

An overview of housing options and a discussion of considerations in decision-making. Available from AARP Books/Scott, Foresman and Company (\$8.95; \$6.50 for AARP members). For ordering information, request a copy of the AARP Books catalog (D12143) from the Lakewood Fulfillment address, or write directly to AARP Books/Scott, Foresman and Co., 1865 Miner Street, Des Plaines, IL 60016.

Accessory Apartments

Accessory Apartments Fact Sheet (D1158)

Consumer's Guide to Accessory Apartments (D12775)

Accessory Apartments: Zoning and Covenants Restricting Land to Residential Uses (D1187)

Board and Care

A Home Away From Home: Consumer Information on Board and Care Homes (D12446)

A guide to selecting and evaluating board and care facilities, including information on key legislative and regulatory issues.

Congregate Housing

Congregate Housing Fact Sheet (D1241)

Continuing Care Retirement Communities

Continuing Care Retirement Communities Fact Sheet (D12181)

Life Care Contracts: A Senior Consumer Alert (D12579)

National Continuing Care Directory

A national directory of retirement communities that offer independent living and nursing home care, often on the same campus, under one contractual arrangement. A portion of the nursing home costs are prepaid through an entrance fee. Available from AARP Books/Scott, Foresman and Company (\$13.95; \$9.95 for AARP members). For ordering information, request a copy of the AARP Books catalog (D12088) from the Lakewood Fulfillment address, or write directly to AARP Books/Scott, Foresman and Co., 1865 Miner Street, Des Plaines, IL 60016

ECHO Housing

ECHO (Elder Cottage Housing Opportunity) Housing: A Review of Zoning Issues and Other Considerations (D1023)

This review is intended to educate families and public officials about ECHO Housing's potential for responding to the housing needs of some older persons.

A Model Ordinance for ECHO Housing (D1190)

A model ordinance to assist in the development of zoning amendments by local jurisdictions that are considering modification of existing statutes to accommodate ECHO housing.

ECHO Housing: Recommended Standards for Construction and Installation (D12212)

A compilation of standards for building and installing ECHO housing units. Standards address size, aesthetics, energy efficiency, safety, security, maintenance, site placement, ground anchor attachment and utility hook-up.

ECHO Housing: Restrictions on Manufactured Housing (D1186)

A discussion of case law with regard to zoning that affects ECHO Housing.

Home Adaptations

The DoAble Renewable Home: Making Your Home Fit Your Needs (D12470)

A booklet describing the design concepts, products, and resources that can help make the home of an older person with physical limitations safer and more comfortable. Included are detailed examples and illustrations of home modifications.

The Gadget Book: Ingenious Devices for Easier Living

A descriptive, illustrated guide to self-help tools or "gadgets" that can make everyday tasks easier to perform. Available from AARP Books/Scott, Foresman and Company (\$10.95; \$7.95 for AARP members). For ordering information, request a copy of the AARP Books catalog (D12088) from the Lakewood Fulfillment address, or write directly to AARP Books/Scott, Foresman and Co., 1865 Miner Street, Des Plaines, IL 60016.

Home Equity Conversion

Home Equity Conversion Fact Sheet (D1159)

Deferred Payment Loans Fact Sheet (12518)

The Unique Asset: Home Equity Conversion Guide for Financial Planners (D12490)

An introduction to home equity conversion for financial planners. Designed to assist them in working with their older clients.

Home Equity Conversion for the Elderly: An Analysis for Lenders (D12504)

An introduction to home equity conversion for lending institutions.

Advising Older Homeowners on Home Equity Conversion: A Guide for Attorneys (D12565)

An introduction to home equity conversion for attorneys designed to assist them in counseling their older clients.

Housing Residences

Activities With Impact: Innovative Program Ideas for Adult Housing Residences (D12642)

A publication that highlights nearly 50 activities that help older people grow in body, mind, and spirit. The booklet is designed for both staff and residents of senior housing facilities, and community agencies and organizations that work with or could work with older persons.

Property Tax Relief

State Property Tax Relief Brochures

A series of state-specific brochures which describe property tax relief programs for older persons. Contact Consumer Affairs, AARP, 1909 K Street, N.W., Washington, DC 20049 for individual brochures.

Shared Housing

House Sharing: What is a Family? (D1188)

A discussion of legal issues with respect to zoning for shared housing

A Consumer's Guide to Homesharing (D12774)

Audio Visuals (slide/tape kits)

Living In: Housing With Care and Services

A 15-minute slide/tape presentation on supportive housing. Included is a discussion of board and care homes, congregate housing, continuing care retirement communities and nursing homes. The kit is available for loan at no charge, or for purchase for \$23.50. Requests should be sent to AARP's Program Scheduling Office, 1909 K Street, N.W., Washington, DC 20049.

Opening Doors: Independent Living in Your Home

A 15-minute slide/tape presentation addressing services that help people remain in their homes as well as ways to make changes in one's home. The kit is available for loan at no charge, or for purchase for \$23.50. Requests should be made through AARP Program Scheduling Office, 1909 K Street, N.W., Washington, DC 20049.

Falls and Fires: Safety in the Home

A 15-minute slide/tape presentation addressing the two hazards that account for so many serious accidents, but are readily avoidable with simple changes in one's environment and habits. The kit is available for loan at no charge, or for purchase for \$26.50. Requests should be made through the AARP Program Scheduling Office, 1909 K Street, N.W., Washington, DC 20049.



Appendix B Sample Lease Agreement

Reprinted with permission from the National Housing Law Project, Berkeley, California.

Lease Agreement

National Housing Law Project Standard Form Lease (California)

1. Parties

The parties to this agreement are _____

_____, hereinafter called "Landlord," and

_____, hereinafter called "Tenant."

If Landlord is the agent of the owner of said property, the owner's name and address is

2. Property

Landlord hereby lets the following property to Tenant for the term of this Agreement: (a) the property located at _____

and (b) the following furniture and appliances on said property:

3. Term

The term of this Agreement shall be for _____
beginning on _____ and ending on _____

4. Rent

The monthly rental for said property shall be \$ _____, due and payable on
the first day of each month to the Landlord at _____. If rent
is paid in cash, Tenant shall be given a written rent receipt.

5. Utilities

Utilities shall be paid by the party indicated on the following chart:

	Landlord	Tenant
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Garbage	_____	_____
Trash removal	_____	_____
Other	_____	_____

(Where the tenant is indicated as the responsible party, there shall be a separate utility
meter for that unit.)

6. Use of property

Tenant shall use the property only for residential purposes, except for incidental use
in trade or business (such as telephone solicitation, of sales orders or arts and crafts created
for profit), so long as such incidental use does not violate local zoning laws or affect
Landlord's ability to obtain fire or liability insurance.

7. Tenant's duty to maintain premises

Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit (other than normal wear and tear) is caused by acts or neglect of Tenant or others occupying the premises under his/her control, Tenant may repair such damage at his/her own expense. Upon Tenant's failure to make such repairs and after reasonable written notice by Landlord, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord.

8. Alterations

No substantial alteration, addition, or improvement shall be made by Tenant in or to the dwelling unit without the prior consent of Landlord in writing. Such consent shall not be unreasonably withheld, but may be conditioned upon Tenant's agreeing to restore the dwelling unit to its prior condition upon moving out.

9. Noise

Tenant agrees not to allow on the premises any excessive noise or other activity which disturbs the peace and quiet of other tenants in the building. Landlord agrees to prevent other tenants and other persons in the building or common areas from disturbing Tenant's peace and quiet.

10. Inspection by Landlord

Landlord or his agent may enter the dwelling unit upon 48 hours' written notice and with Tenant's consent only for the following purposes: to make repairs, and to exhibit the unit to prospective purchasers, mortgagers, and tenants. Such entries shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the premises. Such entries shall take place only with the consent of Tenant, which consent shall not be unreasonably withheld. If, however, Landlord or his agent reasonably believes that an emergency (such as a fire) exists which requires an immediate entry, such entry may be made without Tenant's consent. If such emergency entry occurs, Landlord shall, within two days thereafter, notify Tenant in writing of the date, time and purposes of such entry.

11. Security deposit

a) Tenant shall pay Landlord, upon execution of this Agreement, a security deposit of \$ _____, which in any case does not exceed one month's rent. Said deposit may be applied by Landlord toward reimbursement for any reasonable cost of repair or cleaning necessitated by tenant's acts or omissions in violation of this Agreement (normal wear and tear excluded) and for rent which is due, unpaid, and owing.

b) Landlord shall place this security deposit in a bank savings account or savings and loan institution account bearing the prevailing rate of interest and shall credit such interest to the Tenant's security deposit. Within fourteen days of the date of this Agreement, Landlord shall notify tenant in writing of the location of such account and the account number.

c) Within two weeks after Tenant vacates the premises, Landlord shall return to Tenant the security deposit, with accrued interest, less any deductions Landlord is entitled to make under section (a) of this paragraph. If any deductions are made, Landlord shall also give Tenant a written itemized statement of such deductions and explanations thereof.

d) If the Landlord fails to comply with sections (a), (b), or (c) of this paragraph, then the Landlord waives the right to make deductions from the security deposit and will be responsible for returning the entire deposit to Tenant when Tenant vacates the premises.

12. Landlord's obligation to repair and maintain premises

a) Landlord shall provide and maintain the building and grounds appurtenant to the dwelling unit in a decent, safe, and sanitary condition, and shall comply with all state and local laws, regulations, and ordinances concerning the condition of dwelling units which at a minimum must be maintained in decent, safe, and sanitary condition.

b) Landlord shall take reasonable measures to provide and maintain security on the premises and the building and grounds appurtenant thereto to protect tenant and other occupants and guests on the premises from burglary, robbery, and other crimes. Tenant agrees to use reasonable care in utilizing such security measures.

c) As repairs are now needed to comply with this paragraph, Landlord specifically agrees to complete the following repairs on or before the following dates:

RIGHTS OF TENANTS

Repair	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

This list is not intended to be exhaustive, nor is it to be construed as a waiver as to any other defective conditions which may exist.

d) If Landlord fails to substantially comply with any duty imposed by this paragraph, Tenant's duty to pay rent shall abate until such failure is remedied. Upon Landlord's failure to make necessary repairs, Tenant may make or cause to be made said repairs and deduct the reasonable cost of said repairs from the next month's rent. This section (d) shall apply to defects within Tenant's dwelling unit only, and then only if Tenant has notified Landlord or his agent of such defects and has given Landlord a reasonable time to make repairs. The remedies provided by this section (d) shall not be exclusive of any other remedies provided by law to Tenant for Landlord's violation of this Agreement.

13. Subleasing

Tenant shall not assign this Agreement or sublet the dwelling unit without consent of Landlord. Such consent shall not be withheld without good reason relating to the prospective tenant's ability to comply with the provisions of this Agreement. This paragraph shall not prevent Tenant from accommodating guests for reasonable periods.

14. Retaliation

If Tenant reasonably and peacefully exercises any right granted under this Lease Agreement or any state, local, or federal law, or if Tenant joins or organizes a tenants' union, Landlord agrees not to retaliate against or harass Tenant in any way, specifically including but not limited to eviction or threat of eviction, rent increase or services decrease, refusal to renew a term tenancy, or substantial alteration of lease terms.

Landlord shall bear the burden of proving a good motive or good cause for any act which Tenant alleges to be retaliatory and which takes place within six (6) months of Tenants' exercise of a legal right pursuant to this Lease Agreement or state, local, or federal law.

15. Destruction of premises

If the premises become partially or totally destroyed during the term of this Agreement, either party may thereupon terminate this Agreement upon reasonable notice.

16. Tenant's termination for good cause

Upon 30 days' written notice, for good cause, Tenant may terminate this Agreement and vacate the premises. Said notice shall state good cause for termination. Good cause shall include, but not be limited to, entry into active duty with U.S. military services, employment in another community, and loss of the main source of income used to pay the rent.

17. Termination

Upon termination of this Agreement, Tenant shall vacate the premises, remove all personal property belonging to him/her, and leave the premises as clean as he/she found them (normal wear and tear excepted).

18. Lawsuits

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the successful party may be awarded reasonable attorney fees and court costs from the other. Landlord specifically waives any right to recover treble or other punitive damages.

19. Notices

All notices provided by this Agreement shall be in writing and shall be given to the other party as follows:

To the Tenant: at the premises.

To the Landlord: at _____

20. Holdovers

If Tenant holds over upon termination of this Agreement and Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement.

WHEREFORE We, the undersigned, do hereby execute and agree to this Lease Agreement.

LANDLORDS:

TENANTS:

Signature

Signature

Signature

Signature

Date of Signature

Date of Signature

A Publication of
Consumer Housing Information Service
for Seniors (CHISS)



Consumer Affairs • Program Department



**American Association
of Retired Persons**
1909 K Street, N.W.
Washington, DC 20049