

Moving into an apartment?

Be aware the law guarantees specific rights

By Sandy Johnstone
Of the Emerald

The landlord unlocks the apartment, walks in and picks up the stereo and television set and calmly walks out of the room.

After all, the tenants were late with their rent money, so they had to pay somehow.

But taking belongings in lieu of rent and entering an apartment without notifying the tenant are against the law.

When renting an apartment or house, it may seem the deck is stacked in favor of the landlord, but actually tenants do have specific rights guaranteed to them

by law.

The problem is that they often have no idea what those rights are when the landlord abuses the law, according to Cory Waterman, who works for the University Off-Campus Housing Office.

When renting an apartment, it is necessary to have some sort of a rental agreement, which can be month to month or a lease for a set period of time.

Usually, the landlord may raise the rent or change the agreement after 30 days written notice. Often, breaking a long term contract such as a year lease can lead to some extra charges.

Agreements can either be oral or written, but often oral agreements can be confusing. It's usually best to get an agreement in writing.

Legally, rental agreements, whether written or oral, include an agreement to pay rent at the time and place agreed to by both parties. Rent may not be increased without 30 days written notice.

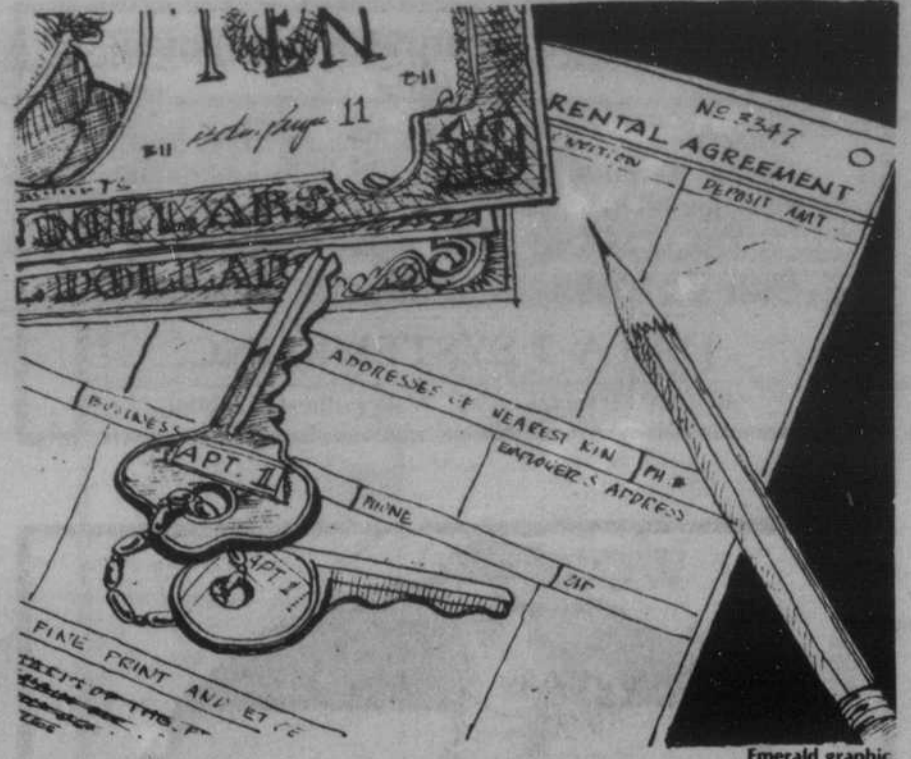
Tenants are obligated to notify landlords of any absence of more than seven days so the landlord can ensure the maintenance of the unit, protect against theft and guarantee the landlord doesn't believe the unit has been abandoned.

When tenants move in, they must be informed of the name and address of the owner and the name of the manager.

Any rules and regulations of the apartment or house must be explained at the beginning of the tenancy. No substantial changes may be made without the written consent of the tenant.

Before signing any agreement, the tenant should read the entire contract and make sure it is understood. Don't be reluctant to cross out a word or even a whole paragraph. If you don't understand the form, ask the student housing office if they can advise you or call a lawyer.

After moving in, the tenants should be sure to fill out some sort of inventory and condition form. Many apartments supply their own form, but whether they



Emerald graphic

require one or not, it is best for the tenants to fill it out, noting any irregularities in the apartment so that they won't get charged for it when moving out.

Landlords don't have unlimited rights. Some things they are not allowed to do include the following:

- Switch locks while a tenant is out of the unit.

- Hold tenant's property if the tenant owes rent.

dispute ends up in court.

It is also illegal to discriminate in any way on the basis of race, color, sex, marital status, religion, national origin or mental or physical handicap. Some examples of illegal discrimination include saying there is no vacancy when there is one, requiring a credit check or charging a higher rent or deposit to only some renters, and discouraging the minority tenant in any way.

If the tenant wishes to move, he/she must give 30 days notice to the landlord, in writing.

When moving out, tenants should leave the apartment as clean as it was when they moved in and let the landlord know so he/she can inspect the apartment.

After leaving the apartment, tenants should receive their refund or account within 30 days or legally tenants can collect double the amount withheld.

To evict a tenant, the landlord must give 30 days written notice if there is a month-to-month agreement, 10 days if there is a week-to-week agreement.

If the tenant is seven or more days late with the rent, the landlord may deliver a written notice giving the tenant 72 hours to pay or leave.

If the tenant, someone in the te-

Continued on Page 12B

Landlord/tenant contract

The following is a list of tenant and landlord obligations included in the Renter's Handbook provided free of charge by the Oregon Student Public Interest Research Group.

Tenant Obligations

- To use the dwelling unit only as a dwelling.
- To use the parts of the dwelling in the manner for which they were intended.
- To keep areas under his/her control clean, sanitary and free from accumulation of garbage and filth.
- To not deliberately or negligently damage or remove, or knowingly allow others to damage or remove, any part of the premises.
- To conduct himself/herself and his/her visitors in a manner that will not disturb the neighbors. (Tenants are responsible for the actions of their guests.)
- Test smoke alarm in the dwelling.

Landlord Obligations

- To provide a weather and waterproof exterior, roof, walls, doors and windows.
- To provide plumbing facilities which comply with applicable law and are maintained in good working order.
- To provide a water supply, approved by applicable law, which produced hot and cold running water, has proper fixtures and is properly connected to a sewage system.
- To provide adequate and approved heating facilities, maintained in good working order.
- To provide electricity, lighting, wiring and equipment, approved and maintained in good working order.
- To provide clean and sanitary buildings and grounds, free from accumulation of debris, filth, rubbish, garbage, rodents and vermin.
- To provide adequate garbage receptacles. The landlord must provide and maintain garbage cans though it may be the tenant's responsibility to pay for garbage collection, if that has been agreed to in writing.
- To ensure floors, walls, ceilings, stairs and railings are maintained in good repair.
- To ensure ventilating or air conditioning, elevators or other facilities and appliances, if provided, are maintained in good working order.
- To provide safety from fire, including the provision of smoke detectors.
- To provide working locks for all outside doors, except doors to common areas, and keys to locks that require keys.
- To provide working latches for all window that open (except common areas), unless fire or safety regulations prohibit them.

Students can check the renter's handbook available free through the Off-Campus Housing Office if they have rental related problems.

- Have a clause in the lease in which the tenant gives up the right to be heard in court by granting the landlord any power of attorney or right to summary action.

- Have a clause in the lease in which the tenant agrees not to sue the landlord.

- Have a clause in the lease in which the tenant agrees to pay the landlord's attorney fees if a

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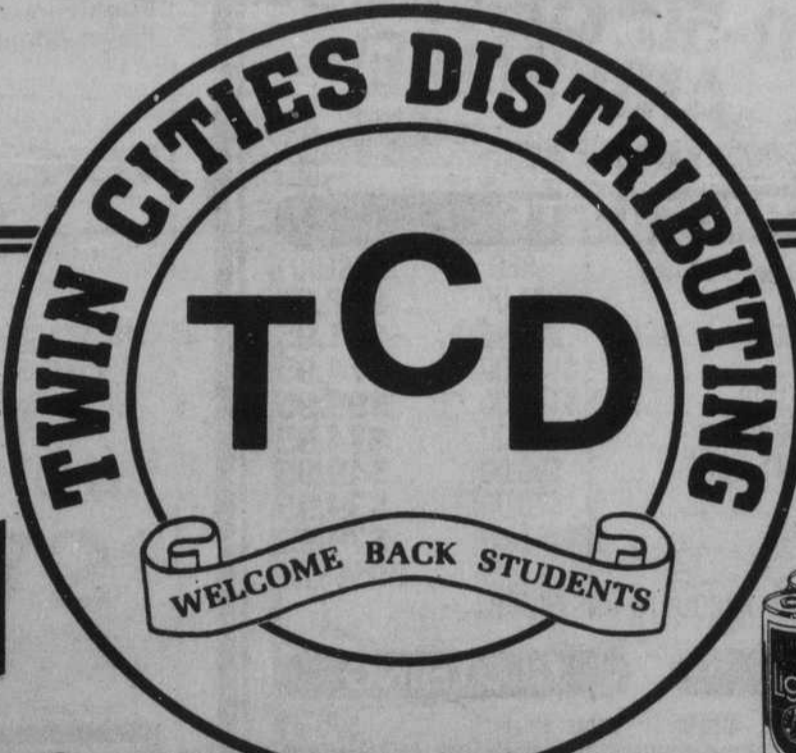

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