



Maintaining a Rental Property

A New Tenant's Guide



Refugee Housing
SOLUTIONS

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Background	3
Overview of Maintenance Responsibilities	3
Understanding the Lease	3
Move-In Condition Walk-Through	4
Ongoing Maintenance	4
Move-Out	5
Key Takeaways and Additional Tips	6
Additional Resources	6

Background

Renting a home for the first time can be an exciting but challenging experience. Properly maintaining your rental property is crucial not only for creating a safe and comfortable living environment but also complying with your lease agreement and protecting your security deposit. This guide provides practical advice to help new renters confidently handle everyday maintenance tasks, communicate with property owners and managers about significant issues, and prepare for a successful move-out.

Overview of Maintenance Responsibilities

As a renter, you have the right to live in a property that is safe and habitable. This includes basic utilities and a structurally sound home. Your landlord also has an obligation to address significant maintenance issues like plumbing or electrical failures. While specific responsibilities may vary based on location, obligations are often divided as follows:

LANDLORD OBLIGATIONS

Landlords must ensure the rental property is habitable. This means the unit follows state and local housing codes for health and safety, including common areas. Habitability standards may vary from state to state, but core characteristics include:

- Free from pest infestation
- Adequate heating and cooling
- Hot water and reliable electricity
- Basic structure in good repair
- Working safety devices like locks and smoke detectors

TENANT OBLIGATIONS

Tenants must ensure the rental property is well-maintained and cared for to prevent avoidable damage. Leasing agreements often use the phrase “normal wear-and-tear” to refer to the expected changes a property may undergo due to regular occupancy. Tenants are not financially responsible for normal wear-and-tear, which includes minor and cosmetic changes that can easily be fixed. However, tenants are responsible for tenant-caused property damage which are more serious and would incur significant cost by the landlord. To prevent damage, tenants are often responsible for:

- Regular cleaning
- Proper food storage and disposal to prevent pests
- Replacing lightbulbs
- Properly disposing of trash

Understanding the Lease

A lease agreement is a legally binding contract that outlines the responsibilities of both the tenant and the landlord. Some leases may include clauses where tenants agree to handle certain minor repairs, such as changing air filters or managing yard work. It’s important to understand these terms. Before signing, it is crucial to review the lease carefully, paying close attention to the sections related to maintenance obligations. Explore this “[Understanding Your Lease](#)” resource by Fannie Mae.

- **Review Responsibilities:** Leases should contain detailed guidance on who is responsible for maintaining various aspects of the property, such as appliances, plumbing, heating, and electrical systems.
- **Ask Questions:** Before signing, clarify any uncertainties about maintenance, including who handles routine repairs like HVAC servicing, plumbing fixes, and pest control.
- **Identify Emergency Contact Procedures:** Leases often specify how to report maintenance requests and emergencies. Make sure you understand how to contact your landlord or property management company in urgent situations, such as plumbing leaks or heating failures.

Move-In Condition Walk-Through

Before officially moving in, it's crucial to conduct a thorough inspection of the rental unit on the **same day as lease signing**. This walk-through ensures that both you and the landlord are on the same page regarding the unit's condition and helps protect you from being held responsible for pre-existing damages. Conducting a walk-through before you settle in is crucial. If you notice an issue later that you missed initially, it may be harder to prove it wasn't caused by you.

- ✓ **Document Existing Damages:** Walk through the entire property, checking all rooms and common areas. Look for any pre-existing damage such as scratches, dents, stains, or cracks. Make a detailed list of any issues and take clear photographs of these areas. This documentation is essential to avoid being charged for damages that were present before your tenancy.
- ✓ **Test Appliances and Fixtures:** Ensure that all appliances, such as the stove, refrigerator, and dishwasher, are in good working order. Check the plumbing by running water in sinks, tubs, and toilets to confirm that everything drains properly and there are no leaks. Test the electrical outlets by plugging in a device to ensure they are functional. Make sure that the heating and cooling systems are working as expected.
- ✓ **Sign the Condition Report:** Once the inspection is complete, both you and the landlord should sign a move-in condition report that reflects the property's state. This report should include all documented damage and issues found during the walk-through. Both parties should keep a copy for their records. By signing this report, both you and the landlord acknowledge the property's condition at the time of move-in, preventing any disputes when you move out. Reference HUD's [sample Move-In/Out Report](#).

Ongoing Maintenance

As a tenant, it's important to stay proactive with regular maintenance and address minor issues as they arise. Maintaining your rental property helps ensure a safe and comfortable living environment. Below are some guidelines for handling common maintenance tasks and when to report issues to your landlord

Plumbing Problems

- **Clogged Drains:** If you notice slow drainage or clogged sinks, bathtubs, or showers, it's important to address the issue promptly.
 - You can try using a plunger or a drain snake to clear the blockage. Avoid using harsh chemicals, as they can damage pipes and may be harmful to the environment. If the clog persists or is more severe (e.g., affecting multiple drains), report it to your landlord right away.
- **Leaks & Running Toilets:** Small leaks can quickly become bigger problems, leading to water damage and higher utility bills. If you spot a leak under the sink, around pipes, or if the toilet keeps running, notify your landlord immediately for repair.

Heating & Cooling Issues

- If your heating, ventilation, and air conditioning (HVAC) systems are not functioning properly — especially during extreme temperatures — notify your landlord as soon as possible. HVAC systems are generally the landlord’s responsibility, and delays in repairs can result in uncomfortable living conditions. Ensure to describe the issue clearly (e.g., no heat in winter or no cooling in summer) and ask for a timeline on when the problem will be addressed.

Structural Problems

- **Cracks, Ceiling Leaks, or Broken Windows:** Structural damage can lead to bigger safety hazards and potential property damage. Cracks in walls or ceilings, or leaks from the roof, should be reported immediately. Similarly, broken windows should be fixed quickly to prevent weather damage and security risks. Always document these issues by taking photographs and providing detailed descriptions when reporting them to your landlord.

Pest Infestations

- If you notice pests (insects, rodents, etc.) in your home, report the issue to your landlord immediately. Depending on the cause (tenant-caused or building-wide), the landlord will determine whether pest control services are required. Pest control is usually the landlord’s responsibility unless the tenant has caused the infestation (e.g., by leaving food out).

Move-Out: Preparing for a Walk-Through Inspection and Requesting Your Deposit Return

When it’s time to move out of your rental unit, there are a few essential steps to ensure you leave the property in good condition, address any damages, and maximize your chances of receiving your full security deposit back. Below is a step-by-step guide on how to prepare for the move-out inspection and request the return of your deposit:

1. CLEANING THE UNIT

Before moving out, give the unit a thorough cleaning. A clean apartment shows your respect for the property and increases your chances of receiving your full security deposit. If you have any questions about what specifically needs to be cleaned, refer to your lease agreement, as some landlords may have requirements.

2. FINAL WALK-THROUGH INSPECTION

Request a walk-through inspection with your landlord **before** you completely move out. This gives you the opportunity to address any concerns the landlord might have and fix any last-minute issues before your final move-out.

- **Timing:** Reach out to your landlord to schedule a final inspection at least a few days before your move-out date. Doing this allows time to fix any problems that might be found during the inspection.
- **During the Walk-Through:** Take note of any areas your landlord points out and ask for clarification about anything that could potentially affect your deposit. If something is flagged, offer to address it before you leave.

The walk-through is a valuable opportunity to settle any misunderstandings, fix damage, and ensure that the property meets the landlord’s expectations.

3. DOCUMENTATION: TAKING PHOTOS

After your final cleaning and repairs, **take photos of the unit** to document its condition. These photos are essential for protecting your security deposit and can be used as evidence in case of a dispute about the return of your deposit.

- **Wide-angle shots** of each room will show the overall condition of the unit.
- **Close-up shots** of any repairs you made (e.g., patched nail holes, fixed appliances) can demonstrate that you took care of the unit.
- **Photos of appliances** showing they are in working order can help ensure you are not charged for repairs that are not your responsibility.

Keep these photos in a safe place for your records. If your landlord tries to charge for repairs you feel are unfair, you can use these photos to back up your claims.

4. REQUESTING THE RETURN OF YOUR DEPOSIT

Once the unit is ready for move-out and you've completed your walk-through, it's time to request your deposit back.

- **Submit a Formal Request:** Write a formal letter or email to your landlord requesting the return of your security deposit. Include your contact information, the property address, and your move-out date.
- **Provide Documentation:** Attach your photos and a list of any repairs you made, if applicable. This shows you took responsibility for the property.
- **Check Local Laws:** Be aware of your state or local laws regarding the time frame for receiving your deposit. Many states require landlords to return the deposit within a specific number of days after move-out (often 30 days).

If the landlord withholds any portion of your deposit, they must provide an itemized list of deductions. If the charges seem unfair or unreasonable, you can negotiate or seek legal advice.

Key Takeaways and Additional Tips

1. **Stay Proactive:** Regularly inspect the property for leaks, drafts, or other issues and report them early.
2. **Know Your Lease:** Review the lease for details on what maintenance tasks you're responsible for versus the landlord.
3. **Keep Records:** Document communications with your landlord and take photos of repairs and property conditions.
4. **Ask for Help:** Leverage community resources, online tutorials, or local workshops to build maintenance skills.

Additional Resources

- [Sample Federal Habitability Standards Checklist \(HUD\)](#)
- [Differentiating Normal Wear & Tear from Property Damage](#)
- [Please Repair Guide \(available in multiple languages\) \(Mercy Housing\)](#)
- [Move-In/Move-Out Inspection Form \(HUD\)](#)



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