

Introduction

Renting apartments and houses presents many questions and potential difficulties to tenants. Tenants are often the victims of insufficient and/or incorrect information that can cost time and money. The objective of this handbook is to provide the basic information to answer many of these questions and to help prevent any problems that may happen. This handbook is based on the New Mexico law which governs landlord/tenant relations and obligations.

Know What You're Getting

Carefully examine the house or apartment that is available, not just a show unit. Perhaps the best protection is to ask your prospective neighbors about the utilities, the general noise level and any other specific questions or concerns with the rental or area. Don't be shy; other tenants are often very willing to discuss broken promises or other lack of action by the landlord/leasing manager.

If the rental isn't ready, trust your "gut feeling." They may claim it will be ready when you need it but our attorney, Karl Rysted, has heard a lot of complaints about Las Cruces rentals that weren't ready when the student needed to move in, despite the landlord's claim. Everything needs to be in writing.

A practical consideration is price and even though money can be tight as a student, you generally get what you pay for and if you can afford a little more, you generally get a better apartment or house. A related concern is distance. If you can travel about 3 miles to campus, your options will be greatly enhanced. Apartments like The Grove close to campus bring the most complaints.

Discrimination

Federal law prohibits housing discrimination based on race, color, national origin, religion, sex, familial status and handicap (disability). This has a lot of implications. For example, let's say you talk to the landlord or leasing manager on the phone and they say apartments are available. You show up

30 minutes later and they claim there aren't any units available. They're probably discriminating against you. Contact our office and you will also probably want to make a report to the federal Housing and Urban Development (HUD) hotline or web site. We will provide that information. The New Mexico Human Rights law also makes discrimination based on sexual orientation or gender identity illegal.

Rental Agreements and Leases

Most rental properties will have you sign a lease before you move in. An oral lease is not recommended. Having everything in writing benefits both parties. Before you sign, read it carefully and you should probably make an appointment with us to review it also. At the very least it should be an agreement of how long the lease is, how much you must pay, what is included and what isn't concerning utilities, internet, etc., and how much advance notice you or the landlord must give before terminating the lease.

Some leases are month-to-month but most are for a set length of time such as 6, 9, or 12 months. Think about your plans here at the university when you have a choice on the time length. Don't be unduly influenced by offers for less rent with a longer lease.

Under a month-to-month tenancy, the landlord can raise your rent or make you move out by giving you 30 days written notice before your next rental period is to begin. Likewise, you may move out by giving your landlord 30 days written notice.

With a fixed term tenancy, you are obligated to pay rent until the agreed upon term is over. The rent cannot be raised during this time unless a lease specifically allows for it.

Does the lease automatically renew at the end of the term or convert to month-to-month? This is important. There are many other important and sometimes objectionable clauses, so again it would be best to make an appointment with our office and bring the proposed lease with you. If they won't let you take it to review before you sign, that is a red flag.

Once you and the landlord/leasing manager have signed the lease, immediately keep a copy for your records. Don't rely on a landlord's word that they will provide a copy later.

Deposits

There are two types of deposits on rentals and it's easy to get them confused. A damage deposit is specifically to cover any extraordinary wear and tear or damages caused by the tenant. A security deposit usually refers to prepaid rent, as in the landlord asking for "the first and last month's rent." Legally and logically, a deposit should be refundable, but some landlords try to include non-refundable charges or fees in a lease, and if it goes to court later, most judges will support a provision in a lease that charges "cleaning fees" up front if you signed off on the lease.

A landlord cannot charge the tenant more than one month's rent as a damage deposit on a lease which is for less than 1 year. If there is a written lease for 1 year or more, the landlord can charge any amount as a deposit but must pay the current passbook interest rate on the whole amount. **Get a receipt for your deposit (as well as for the rent you pay each month).**

Moving In

Before you move in, take photos of everything, preferably with a date/time stamp. Video is also an option. Also record any damage on a list, which is provided at the end of this handbook. Sometimes a landlord will provide a form to make your list. Keep one copy and provide one to the landlord. You can also make copies of the photos and attach to the list.

Questions?

Call 575-646-4419 to make an appointment. Please tell us that you're calling about a landlord/tenant question.

CHECKLIST

Living Room

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
OTHER				

Halls and Stairway

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
CARPET/ RUGS				
WINDOWS				
OTHER				

Kitchen

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
STOVE TOP/ OVEN				
FAN				
REFRIDGER- ATOR				
SINK/DRAIN				
GARBAGE DISPOSAL				
DISH- WASHER				
OTHER				

Dining Room

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
OTHER				

Bedroom I

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
CLOSET(S)				
BED FRAME(S)				
MATRESS				
OTHER				

Bedroom II

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
CLOSET(S)				
BED FRAME(S)				
MATRESS				
OTHER				

Bathroom I

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				
SINK/ DRAIN				
SHOWER/ DRAIN				
COUNTER TOPS				
FAUCET(S)				

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	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
TOILET				
MIRROR(S)				
TOWEL RACKS				
OTHER				

Bathroom II

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FLOOR				
WALLS/ CEILING				
DOORS				
LIGHT FIXTURES				
CURTAINS				
WOOD- WORK				
WINDOWS				
CARPET/ RUGS				
FURNISH- INGS				
CABINETS				

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
SINK/ DRAIN				
SHOWER/ DRAIN				
COUNTER TOPS				
FAUCET(S)				
TOILET				
MIRROR(S)				
TOWEL RACKS				
OTHER				

Exterior

	# OF ITEMS	DIRTY	DAMAGED	COMMENTS
FRONT YARD				
BACK YARD				
OUTDOOR WALLS				
RAILINGS				
GATES & LOCKS				
FENCE(S)				
ROOF				
WINDOW SCREENS				
FRONT DOOR				
PORCH(ES)				
MAILBOX & KEY(S)				
DOOR LOCKS				
OTHER				
OTHER				
OTHER				