

# Guide to Living Off Campus for International Students

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Disclaimer: All information in this guide is included as a convenience only. The inclusion of material in no way constitutes or implies endorsement by the University of Colorado Denver or the Office of International Affairs.

Special thanks to the State University of New York, Plattsburgh's Housing Office for letting us borrow from "The Survival Guide to Off-Campus Living: A college student's guide to moving and living off-campus in Plattsburgh, New York."

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## Pros and Cons of Living Off Campus

Where and with whom you live definitely influences your college experience. There are pros and cons both to living on campus or off. Here are some questions to help you make the decision that is best for you.

1. How much can you afford to pay monthly for rent and utilities (e.g., gas, electricity, water, Internet)? (It may be cheaper to live off campus if you have roommates but you must consider all costs, including transportation costs.) Use the Sample Budget Worksheet in the appendices to help determine what you can afford.
2. How far will you commute to campus and what form of transportation are you willing to use? (On campus housing is only a ten minute walk to classes, whereas off campus housing may be thirty minutes or more by bus or light rail, or have the additional expenses of gas and parking fees if you drive.)
3. How convenient is your housing for daily life – grocery shopping, public transportation, entertainment, etc.?
4. Most off-campus housing is not furnished. Can you afford to buy furniture and household goods? How will you transport them to your apartment?
5. Where will you launder your clothes? Some apartments provide a washer and dryer but many do not.
6. Are you willing to maintain the property? For example, if you rent a house, you may be expected to shovel the snow or mow the lawn. Maintaining the property (other than keeping it in a reasonable condition) is usually not the responsibility of the renter for apartments, condos, townhomes, or on-campus living.
7. Do you (or any of your potential roommates) have a social security number? Most landlords will want to do a credit check prior to approving your application to rent an apartment. (A credit report indicates your borrowing and repaying habits.) If you do not have a social security number, you may be required to have a guarantor. A guarantor is someone who agrees to pay your rent obligations in the event that you do not pay. (The guarantor may need to have a social security number and give permission to the landlord for the credit check.)

Of course, wherever you choose to live should be a place where you feel safe and comfortable.

## Types of Off-Campus Housing

### Homestay

The University of Colorado Denver collaborates with a third party, [beahostfam.com](http://beahostfam.com), to offer international students the opportunity to live with a host family in a private residence. In exchange for rent, the host families provide a private room and some meals. To learn more about this opportunity, please visit [beahostfam.com](http://beahostfam.com). Please be aware that the earlier you inquire, the more likely it is that they will be able to find a suitable homestay placement for you.

### Furnished and Unfurnished

Unless otherwise stated, off-campus housing is unfurnished. Even unfurnished apartments will have large kitchen appliances such as a stove, oven, and refrigerator. However, they may not have a

microwave, dishwasher, or clothes washer and dryer. With unfurnished apartments, you will need to provide your own bed, table, chairs, desk, dishware, cookware, utensils, etc.

Furnished apartments are usually a bit more expensive but they are equipped with the basic necessities for living (e.g., beds, cooking equipment, tables and chairs, etc.). However, you may still need to provide your own bedding and towels.

### Apartments and Condos

Apartments and condos are multi-unit structures, usually with several floors. For the renter, apartments and condos appear very similar. The main difference lies in who owns the property. In apartment buildings, one owner owns the entire property and one company manages all of the apartments in the building. With condos, each unit is owned by an independent person. Thus, the only difference for you may be to whom you pay the rent – to a management company or to a private individual. Regardless, you will likely take an elevator and have an interior entrance to your apartment. Apartments/condos may also have amenities such as a gym, pool, and concierge services.

### Townhomes, Duplexes, and Houses

Townhomes, duplexes, and houses all have exterior entrances into the dwelling. Townhomes are attached to several other units; a duplex has two units attached; whereas houses are not attached. Houses and duplexes usually have a yard or some outdoor space. Townhomes may have a small outdoor space like a courtyard. Often, townhomes have shared, community outdoor spaces.

Renting a house or duplex may require you to provide basic maintenance such as shoveling snow or mowing the lawn. Be sure to be clear on your responsibilities as a renter. Townhomes often have a service that takes care of outdoor chores but you may be charged a fee, such as an HOA (Home Owners' Association) fee. The HOA fee could be several hundred dollars per month and may also include the use of a community swimming pool, party room, gym, or other amenities.

### “House to Share”

Sharing a house with complete strangers could be interesting and fun and is often the least expensive option for living off campus. In this situation, the main parts of the house will likely be furnished. You would only need to furnish your bedroom.

Generally, the people currently living in the house will interview several potential housemates to find someone who will be compatible with the current residents. The residents may have rules on how best to live together, for example if food is shared or not or how the house is cleaned.

Sharing a house with others can rapidly advance your English language skills and could be a quick way to making American friends. In sharing a house with others, it is important to assess compatibility of personality, noise levels, cooking smells, and other topics. The people currently living in the house and you should use the interview to determine if you are a good fit for the household and if the household is a good fit for you!

One question international students should ask of their potential roommates is, “Do you use marijuana?” Though the State of Colorado allows the personal use and possession of cannabis, also known as marijuana, for adults 21 and older in Colorado, according to federal law, marijuana is classified

as a Schedule I controlled substance under the Controlled Substances Act (CSA). The Department of Justice guidance explicitly states that marijuana remains illegal under Federal law.

International students in F-1, J-1 (or any other non-immigrant category) need to be aware that the immigration consequences of use or possession of marijuana or marijuana paraphernalia can be severe. Unlawful drug-related convictions under Federal law, including the use or possession of marijuana in any amount or even marijuana paraphernalia, may lead to your deportation and removal from the United States and also may prevent you from ever returning to the US in the future. In addition, Amendment 64 does not change existing University of Colorado campus policies that prohibit the possession, use, and distribution of unlawful drugs by students, employees, and all other visitors on university properties; this includes marijuana. If you have any questions, please contact [ISSS@ucdenver.edu](mailto:ISSS@ucdenver.edu) and we can refer you to an immigration and/or criminal attorney.

We recommend using the Roommate Agreement found in the appendices to make sure each roommate is clear on his/her responsibilities and obligations.

### “Room for Rent”

Homeowners who have an extra bedroom may advertise under this heading. You would have a private bedroom and may have a private bathroom or it may be shared. Usually you would have shared use of the kitchen, laundry, living space, and outdoor space. The bedroom may or may not be furnished.

## Where to Look for Housing

Location, commute time to campus, access to grocery stores, and length of time you wish to rent are all things to consider when looking for housing.

Anschutz Medical Campus students will find useful information at the [Office of Campus Student Services](#), including roommate services for Anschutz students only, and short-term housing through [Rotating Room](#).

Downtown Denver Campus students will find useful information at the [Student Housing and Dining and Commuter Services](#). Commuter Services hosts [Roommate Resources](#), including the [Off-Campus Housing & Roommate Database](#). Be sure to check out the [Resources for International Students](#) as well.

## Temporary Housing

### Two weeks or less

If it is not possible to live with a friend for a short time, you may need to stay in a hotel or a hostel. Hotels in downtown Denver are more expensive than hotels a short light rail ride away. Below are three reasonably priced hotels located near the Colorado Station (I-25 and Evans Avenue) serving lines E, F, and H.

#### **La Quinta Inn Cherry Creek**

<http://www.lq.com/lq/index.jsp>

1975 S. Colorado Blvd., Denver, CO 80222

Located .2 miles (5-minute walk) west of the Colorado Station.

303-758-8886 or 800-753-3757

**Fairfield Inn & Suites by Marriott Denver Cherry Creek**

<http://www.marriott.com/hotels/travel/denfi-fairfield-inn-and-suites-denver-cherry-creek/>

1680 South Colorado Blvd, Denver, CO 80222

Located .6 miles (12-minute walk) north of the Colorado Station.

303-691-2223 or 800-690-9799

**Courtyard by Marriott Denver Cherry Creek**

<http://www.courtyardcherrycreek.com/>

1475 S. Colorado Blvd, Denver, CO 80222

Located one mile (20-minute walk) north of the Colorado Station.

303-757-8797 or 888-236-2427

You might also check out the [Extended Stay America](#) hotels located around the Denver Metro area. From these locations, you could take a bus or bus plus light rail transportation to downtown Denver. Extended Stay America hotels have full-equipped kitchens, on-site guest laundry facilities, free Wi-Fi, and free “grab-and-go” breakfasts.

Hostels are usually centrally located and cater to the low-budget traveler such as students, backpackers, or seniors. In a hostel, you pay for the use of a bed (rather than a room). The rooms may be shared by other travelers as in a dormitory setting with several bunk beds in one room. Bathrooms are shared. Some hostels provide breakfast or a kitchen in which you can prepare your own food. It is customary to bring your own sheets and towels when lodging in a hostel; however, usually you can rent them for a small fee.

The four hostels in the downtown Denver area are listed below. You can use an online search engine to check the reviews for each.

**Hostel Fish**

<http://www.hostelfish.com/>

1217 20th Street (at Lawrence)

(303) 954-0962

**11<sup>th</sup> Avenue Hotel and Hostel**

<http://11thavenuehotelandhostel.com/>

1112 Broadway, Denver, CO 80203

303-894-0529

**The Melbourne International Hotel and Hostel**

<http://www.denverhostel.com/>

607 22<sup>nd</sup> St, Denver, CO 80205

303-292-6386

[info@denverhostel.com](mailto:info@denverhostel.com)

### Denver International Hostel

<http://www.denverinternationalhostel.com/>

630 East 16th Avenue, Denver, CO 80203

303-832-9996

Two additional resources that are part of the “shared economy” trend are [airbnb.com](http://airbnb.com) (Air B&B) and [vrbo.com](http://vrbo.com) (Vacation Rental By Owner). These properties are the personal homes of individuals, rented by the actual home owner, usually by the night. The Air B&B properties vary from a room within the home to a separate apartment/condo/house. VRBOs are typically the entire apartment/condo/house. To book a place, you would have to set up an account, then communicate through the Air B&B or VRBO website with the homeowner to arrange for the accommodations. You pay in advance via credit card through the websites. Though many travelers have been very satisfied with these two services, caution should be taken in going into unknown homes. Neither Air B&B nor VRBO are regulated by the government and do not need to conform to the same standards as is expected of hotels. You must use good judgement if you decide to book accommodations using these methods.

### More than a week but less than a year (sublet)

For housing needs lasting longer than a week or two but less than a year, consider a “sublet.” A sublet is when someone has already committed to a lease for a specific period of time but for some reason cannot continue living there for the entire time. Thus, since this person is still responsible for the rent, he finds someone else to pay the rent and live in the apartment on his behalf until the term of the lease expires. Sublets may be furnished or unfurnished. You can most easily find sublets online on [Craig’s List](http://craigslist.org) under “housing.”

### Denver Neighborhoods and Suburbs

As was suggested in the questions above, there are many things to weigh when choosing a place to live, including access to public transportation, grocery shopping, restaurants; safety; and commute time to campus. This [interactive map](#) shows the city of Denver by neighborhoods. Click on any section to see the name and boundaries of the neighborhood. You can also check out the [crime statistics by neighborhood](#). Keep in mind that crime happens everywhere! When looking at the crime statistics, you may wish to check over a year’s period and consider the types of crime that occur the most in that neighborhood (e.g., violent crime vs. property crime vs. other).

Once you have an idea of the neighborhood you would like to target, visit the neighborhood on various days of the week and times of day to see if the environment would be suitable for you.

You might also want to investigate living in the suburbs surrounding Denver which can be found on this [Denver Metro map](#). And this [light rail map](#) indicates the stops and major cross streets to help you orient to the neighborhoods and suburbs of Denver. You can see how long it would take you to travel from a potential address to campus via public transportation by using the [RTD Trip Planner](#).



## Permanent Housing

Looking for longer-term housing takes research and time. It is important to have access to a phone during this time to make appointments to see potential apartments and to receive calls back from potential landlords/roommates.

Caution should always be taken when searching for a new place to live. If possible, go with a friend to check out new sites. If you should ever feel uncomfortable in a situation, leave immediately.

Possible ways to learn of available housing include:

- Asking your friends, classmates, neighbors, etc. (word-of-mouth).
- Driving or walking around neighborhoods in which you would like to live. Most landlords posts “for rent” signs in the front lawn or in the windows of houses/townhomes/apartments for rent. This method also gives you a sense of the neighborhood.
- Online. Though searching online is often the most efficient method, it is generally not wise to commit to a lease without having seen the housing or at least had it viewed by a trusted friend.

Popular sites on which to find housing include:

- o CU Denver [Commuter Services](#)
- o [Craig’s List](#) under “housing.”

## Preparing to Rent

No matter what type of housing you choose, it is wise to inspect the living conditions for safety (e.g., good windows that lock, exterior doors with deadbolt locks, degree of lighting at night, use of smoke detectors and carbon monoxide detectors), access to public transportation, parking availability if you have a car, and noise levels inside and outside the apartment.

Also, be sure you know the monthly expenses (rent plus utilities) and any up-front costs (e.g., a security deposit, and/or first and last month’s rent). You may wish to use the sample budget worksheet in the appendices to estimate your monthly expenses.

Your potential landlord may ask you to complete an application (especially in large apartment complexes) or to allow a credit check to be done on your credit history. Here is where international students may run into an obstacle. Some landlords conduct credit checks using a social security number, while others may be able to conduct the credit check using an I-9 number. It is important to ask your landlord which number they require in order to fulfill their leasing process and procedures early on. Additionally, be sure to ask your potential landlord if they offer any discounts or fee reductions for students. If you are denied residence because of a lack of credit or social security number, potential solutions to this are as follows:

- a. A guarantor. A guarantor is someone with a social security number and with a good credit history who will co-sign the lease with you. By co-signing the lease, the guarantor agrees to pay your rent if you fail to do so. If neither you nor the guarantor pay the obligations of the lease, the landlord can sue both of you. In the case of the guarantor, the landlord could garnish his wages (using his social security number) to make him pay. Thus, the guarantor must trust you to pay the rent on time.

- b. Paying for several months or rent in advance. The landlord may be willing to rent to you if you pay for three months (or more) in advance. For example, you intend to sign a lease starting in August that will end the following July at the rate of \$800 per month. You can suggest to the landlord that you will pay three months' rent as deposit ( $\$800 \times 3 = \$2400$ ), and pay for every month's rent on the first of the month starting August 1 through April 1. Then, you will use the deposit to pay for the last three months of the lease (and you would not pay any additional rent for May, June, or July). Note that landlords associated with "house to share," or "room for rent," or with smaller apartment complexes may be more flexible than those from larger apartment complexes.

## The Lease and Legal Matters

The lease is a legal agreement between you and your landlord outlining the specific responsibilities of each party. The lease is a document to protect both you and the landlord from misunderstandings. Please keep in mind, however, the lease usually favors the landlord. Be sure to read it thoroughly and make sure you understand each party's responsibilities.

You can review [a sample lease](#) from the Colorado Real Estate Finance Group in advance to become familiar with the language. Refer to the Glossary of Terms in the appendices for definitions of words common to a lease or rental agreement. Keep in mind, however, that each lease is a bit different. Ask the landlord to allow you to review the lease overnight.

Before you sign a lease, inspect the property thoroughly. (See the Renter's Inspection Checklist in the appendices.) Be sure that you and the landlord agree to any damages or repairs necessary by making note of it in writing and affixing the signature of both parties and the date to the document. When you move out, you will compare the state of the apartment to this checklist.

### Understanding the Lease

Below we describe some sections of a typical lease.

**Damages.** This section is usually one-sided and sometimes reads, "The lessee shall render the lessor harmless for any damages which may arise and accrue however caused whether in whole or part to act of negligence on the part of the lessor."

Translation: This statement means that if something is damaged or destroyed because of the landlord's negligence, you agree not to hold him/her responsible and agree not to take legal action. It's best not to sign the lease releasing the landlord from negligence. If you have signed a lease with this clause and something happens, consult an attorney. You may still have recourse against the landlord.

**Alterations.** Most leases state that you can't make changes or decorate without the landlord's written consent (otherwise your security deposit will be used to put it back the way it was). It will probably also read, "All alterations upon demised premises shall become the property of the landlord, and shall remain upon, and be surrendered with said premises."

Translation: If you want to hang up a towel rack, for example, first get permission to do so from the landlord. Then, you must leave the towel rack when you leave.

**Default in Payment of Rent.** "The tenant hereby pledges to the landlord that all goods and chattels of said tenant which upon the premises as security payment of rent."

Translation: Most leases provide a way to get rent money from you in case you refuse to pay, leave town without paying, or are excessively late in payment. This section is not as bad as it seems. Fact is, the landlord cannot lock you out or enter your apartment without a court order. Nor can he or she cause you to leave your apartment without a court order.

**Automatic Renewal Clause.** "If this lease is not terminated as provided in paragraph 6 below, this lease will continue, with all terms and conditions in full force and effect, on a month to month basis until terminated in accordance with the provisions of that paragraph."

Translation: If you fail to give notice that you will leave at the end of the lease period in the manner stated in the lease (e.g., 30 days notice in writing), the landlord will assume you wish to stay and you will be obligated for rent payments until such time as you can give the notice as required by the lease. If you wish to stay for an additional year, you should sign a new lease.

**Notice to Vacate.** Check this section to see how long in advance you will need to notify the landlord (in writing) before you leave. In most situations you must give your landlord at least 30 days notice. (For example, your lease expires on February 28 and you intend to move out by then. Thus, you must notify your landlord in writing by January 29<sup>th</sup> that you will move out by the end of February (i.e., 30 days).)

**Moral Turpitude.** The landlord has no right to supervise the coming and going of guests and yourself. A clause in your lease attempting to make such a stipulation is called a "moral turpitude clause." This type of clause may be illegal, depending on its wording. If the landlord attempts to insert such a clause into your lease - beware.

**"Jointly and Severally" Clause.** "If in the event one or more of the below signed tenants does not fulfill the obligations outlined in this lease, then the remaining tenants jointly and severally agree to find replacements or pay any outstanding balances owed the landlord."

Translation: Please note that this type of clause is legal and binding. This clause obligates each and every roommate to pay for the total cost of the rent. For example, five people agree to live together and sign a lease that includes a similar clause. The rent is a total of \$2,500 (or \$500/roommate). With this clause, each person is responsible for the entire \$2,500 should the other roommates not pay. Thus, if two of the five roommates move out (e.g., one transfers to another university; the other returned to his home country for medical reasons), the remaining three roommates must pay the total \$2,500 that is owed to the landlord. Although the primary responsibility rests with the roommates who moved out to still pay their share of the rent, it may be difficult to collect any money from them if they are no longer living in Colorado. (Be sure to use the Roommate Agreement in the appendices so that each roommate understands his/her obligations.)

If this happens, you may ask the landlord to give you some time to find replacement roommates. And, work with the roommates who moved out to pay their share of the rent (or a partial amount) until their spot in the house can be filled.

## The Pros and Cons of a Lease

### The Big Advantage to a Lease

1. If you have a lease, your rent should remain constant for the term of the lease. If you do not have one, your landlord can raise the rent any time for any reason. Rent can be raised simply by giving you 30 days notice.

2. If you do not have a lease, a landlord can also evict you for any reason just by giving you 30 days notice.

### The Big Disadvantage of a Lease

1. The lease hinders your mobility and financially obligates you for the duration of the lease. In other words, each tenant is obligated for the entire payment of the rent and the legal system will hold each tenant to his/her obligation.

2. Many tenants sign unreasonable leases and subsequently suffer. A lease is an agreement/contract. It can be as simple as "Jane Doe agrees to live in Mary Smith's apartment for one year and pay Mary \$500 each month." All the clauses found in a lease that follow the above basic agreement simply further define the responsibilities of the landlord and the tenant.

### Additional Tips Regarding Leases

**Remember that a lease can be negotiated.** You should not sign a lease with sections that are so one-sided that they put you in jeopardy. To change a lease, discuss your concerns with the landlord. If you agree to change it, cross out the section you wish to delete, initial it and have your landlord initial it, then date it. Additions should be written out, dated and signed by you and the landlord. Make sure that all changes are noted on all copies of the lease.

**Read the document carefully.** Do not hesitate to question any section of the lease that puzzles you. Do not be satisfied with answers like, "Oh, don't worry about that, it's just a form," or "That won't apply to you." (If it does not apply, cross it out and have both parties initial it.) It is your responsibility to understand the lease and fulfill your responsibilities inherent in it.

**Keep in mind that even if you do sign a lease with provisions that seem to unreasonably favor the landlord, the legal courts may refuse to enforce those provisions.** For instance, your lease may include a provision stating that "any appliance or conveniences provided by that landlord are under no warranty as to their condition or operation and therefore, the landlord is not responsible for their maintenance or repair." Landlords are required by law to maintain electrical, plumbing, sanitary, heating and ventilating systems in good and safe working order.

**Other lease provisions to watch out for are those that exempt landlords from liability for injuries to persons or property caused by the landlord's negligence or those that waive the tenant's rights to a jury trial.** These types of provisions are known as "unconscionable lease clauses" and would be considered null and void in a court of law. Nevertheless, read your lease and all related documents carefully before you sign.

### Before signing a lease, make sure that:

- The lease covers the time period (e.g., August 1, 2014 through July 31, 2015) and the amount of the rent to which you have agreed (e.g., \$700/month).
- The lease clearly indicates if pets are allowed (and what type).
- There are no hidden or outrageous late fees.
- The landlord cannot terminate the lease with little or no reason or notice.
- The right to sublet is clear – either you are allowed to sublet or you are not.
- If the landlord agrees to pay utilities, or some utilities, it is clearly indicated.

- The landlord cannot, unless in an emergency, violate the privacy of your apartment without your permission (i.e., the landlord cannot enter the apartment without notifying you first).

## Security Deposits

It is common for landlords to collect a certain amount of money at the beginning for any damages you may do to the apartment before you move out. Keep these things in mind regarding security deposits.

**A security deposit may be required whether or not you have a lease.** The amount of the deposit is entirely up to the landlord, but usually ranges from one-half to two months of rent. Many landlords combine this deposit into a security/damage deposit to pay for any damage you do in the apartment.

**Ensure return of your security deposit.** Demand a receipt for the deposit or pay by check. You will also need proof when it comes to allegation of apartment damage. Usually the dispute surrounding a damage claim revolves around conflicting memories - yours and the landlord's - as to the condition of the apartment when you moved in. The best protection is the Renter's Inspection Checklist (see appendices), complete with photos. This inspection should be done before paying any money or signing a lease. The checklist should be made room by room and should then be signed and dated by both tenants and the landlord and each should keep a copy. (See additional information in the Moving Out section.)

Some damages, such as cooking smells, cannot be seen. If your cuisine tends to have strong smells, be sure to use a fan when cooking and consider having an open bottle of vinegar near the stove to absorb the odors.

## Renter's Insurance

We recommend that you purchase renter's insurance to repair or replace your personal belongings in case of theft or accidents. The landlord's insurance covers only the building, not your personal belongings. Thus, if there is a theft, fire, or non-flood water damage (e.g., the dishwasher or washer overflows), the renter's insurance could be used to replace damaged belongings. Find out more about renter's insurance and its importance at the [Colorado Department of Regulatory Agencies \(DORA\), Division of Insurance](#).

## Roommate Agreement

Just as the lease is important to clearly define the responsibilities of the tenant and landlord, the roommate agreement is important to define the obligations of each roommate. See the Roommate Agreement Form in the appendices. Completing this form together may prevent unnecessary misunderstandings and uncomfortable conversations later. The Roommate Agreement is a legally binding contract among all signed parties.

Roommate agreements should outline each person's financial responsibilities including how much they are to pay in rent each month and their portion of the security deposit. You can also divide other financial obligations including internet, cable, groceries, utilities, and water expenses.

Set ground rules regarding privacy, cleaning, yard maintenance, overnight guests, social gatherings, quiet hours, and use of alcohol and smoking. If you intend to have parties, make sure you agree to be a sober host and that the dates and hours do not intrude on anyone's study time.

Establish a primary contact for your landlord. This roommate will be responsible for all communication between the household and the landlord. He/She may also be responsible for the return of the security deposit.

If a roommate is to move out before the end of the least term, make it clear that it is primarily that roommate's responsibility to find a replacement roommate or to continue to pay for his/her share of the rent. The remaining roommates should assist in locating a replacement roommate as well.

## How to Set Up Utilities

Basic utilities include gas/electric, water, and most likely Internet. Below is the contact information for providers in Denver and Aurora. Be sure to contact them again to end service when you move out.

**Gas and electric:** [Xcel Energy](#), 1-800-895-4999

You may request to start service through the online form from the Xcel Energy website. The form will ask for a social security number (SSN), driver's license number, or state ID. However, this field is not required to submit the form online.

**Water:** [Denver Water](#), 303-893-2444

[Aurora Water](#), 303-739-7388

Be prepared to provide the service address, the billing address, a phone number and the start date for the service.

**Internet:** Many vendors provide Internet services. Many Internet vendors also provide cable TV services. You may wish to ask friends and neighbors for recommendations or do an Internet search for the best provider for your area. Compare prices and services with your cell phone company, Century Link, Comcast, Direct TV, and others.

## Buying Furniture

Finding and buying furniture can be a challenge for the new apartment renter! The biggest challenge is how to transport the furniture to your apartment. Below are a few places to look. You may wish to consider buying all of your household goods at [Ikea](#) (located at 9800 E. Ikea Way, Centennial, CO 80112; near Park Meadows Mall) as they provide a delivery service for a fee.

Used furniture may be found at thrift stores such as ARC or Goodwill located throughout the city; online at [freecycle.org](#) or [Craig's List](#); or sometimes on the curb or near the dumpster. You can also check out the buy/sell feature from the [Commuter Services website](#).

You may rent furniture for a monthly fee from places like [Cort](#).

New furniture may be found at large department stores (e.g., Target, WalMart, Kmart, Ikea) or furniture stores such as those in [Furniture Row](#).

Mattresses for beds may best be purchased at a mattress store. You can also find futons at futon stores. Do an Internet search to find a store close to you.

## Being a Good Neighbor

Regardless of where you live, be respectful of your neighbors and community. Put your trash in the proper receptacles. Recycle as appropriate. Keep the noise level to a reasonable volume. Obey the rules of the community, city, and state. And in general, be friendly and courteous.

For those living in Denver, keep in mind that most Denver neighborhoods have street sweeping once a month between April and November. Look for signs along the curb for specific days of the week when you are not allowed to park on that side of the street. Disobeying will surely generate a costly ticket.

Most of all, take the opportunity to meet your neighbors! It is a great way to practice English and learn about American culture.

## Moving Out

### Vacating the Premises

Plan the move-out with your roommates. If there are any outstanding fees, expenses, or other amounts due to the landlord, be sure to make arrangements for paying them. Also make arrangements to disconnect utilities (electric/gas, water, cable, Internet) and determine where final bills will be sent. Agree with your roommates on how the final bills will be paid.

Before anyone moves out, collect your roommates' contact information including their new mailing addresses. (You or the landlord may need to mail the security deposit refund.) Each roommate should be sure to file a change of address with the local post office so that any mail will be forwarded to the new address. (Please note that mail can only be forwarded to another address in the U.S.)

Know the date your lease ends and when your landlord expects you to move out. You will likely be charged additional rent and possibly fines if you stay longer than your lease allows.

Make arrangements for storing, selling, or donating any property you are not taking with you. (See appendices for local donation centers to donate unwanted clothes, furniture, and household goods.)

### Cleaning the Premises

Discuss with your roommates how best to clean the property. You may wish to do it yourselves or to hire a cleaning company. Remember that landlords expect a "deep cleaning" when you move out. "Deep cleaning" includes cleaning the inside of the refrigerator and oven, the tops and inside of cabinets, shampooing carpets, dusting blinds and ceiling fans, washing the windows and mirrors, scrubbing the floors and baseboards, etc. Please note that some landlords demand that the carpets be professionally cleaned and that you show a receipt for the service. Be sure you know what is expected.

Find the "Renter's Inspection Checklist" from when you moved in. After cleaning, inspect the premises again and note any differences (e.g., damages that were not there when you moved in). Take photos of any damages. Also, take photos of each room after cleaning so that you have a record of how you left the premises.

Do not try to touch up paint yourself unless you contact your landlord to get approved paint colors.

If possible, ask the landlord to meet you at the dwelling for inspection. At that time, you can return the keys and collect your security deposit. After the landlord's inspection, ask if you will be charged for anything (e.g., damages, stained carpet, etc.). If not, ask the landlord to put it in writing! If the answer is yes, ask the landlord to specify for what you will be charged and the amount of the charge.

If it is not possible for the landlord to come to your apartment, ask your landlord where and when to drop off the keys. Although it may be inconvenient, take the keys to your landlord directly. Do not simply leave them in the apartment where they could be misplaced or taken by some unauthorized person.

### Security Deposit Return

The University of Denver Sturm School of Law, [Wesminster Law Library](#) summarizes the Colorado law regarding the return of security deposits as follows.

1. Usually a landlord must return the security deposit within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last.
2. A landlord may have up to 60 days to return the security deposit to the tenant if the lease expressly specifies this.
3. A landlord cannot deduct money from the security deposit to cover normal wear and tear.
4. If a landlord deducts any money from a security deposit for any reason, the landlord must provide the tenant with a written statement listing the exact reasons for keeping any portion of the security deposit.
5. The landlord should mail the statement, with any refund, to the tenant's last known address.
6. A landlord can keep parts of the security deposit for nonpayment of rent, abandonment of the premises, nonpayment of utility charges, repair work, or cleaning costs.
7. A landlord's failure to comply with CRS 38-12-103 means that the landlord will forfeit his rights to withhold any portion of the security deposit.
8. If a landlord willfully keeps a tenant's security deposit in violation of CRS 38-12-103, that landlord is liable for three times the amount of the portion of the security deposit that the landlord has wrongfully withheld, together with reasonable attorneys' fees and court costs. A tenant must give notice to the landlord of his/her intention to file legal proceedings no less than seven days before filing a claim.
9. The landlord bears the burden of proving that withholding the security deposit, or any portion of it, was not wrongful.



## Appendices

### Glossary of Terms

*The following information was taken with permission from SUNY Plattsburgh's "The Survival Guide to Off-Campus Living: A college student's guide to moving and living off-campus in Plattsburgh, New York," and supplemented with additional definitions. SUNY also credits E.J. Goodman, Tenant Survival Book.*

**Amenities** – features that provide convenience, comfort, or pleasure such as a swimming pool, exercise facilities, or party room

**Arrears** - overdue payment, such as rent.

**Assign** - transfer of the unexpired portion of a lease.

**Cause of Action** - specific situation that may become the basis of a lawsuit.

**Civil** - a non-criminal legal matter. Housing disputes are usually handled in civil courts.

**Covenant** - a promise. Independent covenant: You must perform your obligations even if the other party does not. *Dependent Covenant*: You carry out your obligation on the condition that the other party fulfills its obligation.

**Credit check** – an investigation in the terms of a report on one's history of borrowing and repaying money.

**Default** - to forfeit or lose omission; to fail to perform a legal obligation.

**Demised Premises** - the place being rented.

**Detainer** - withholding another's property against his/her will.

**Dispossess** - remove a person from land. In New York, the legal action brought from nonpayment of rent.

**Distraint** (process by distress) - the landlord takes your personal property to force you to pay or eventually sells it to get his/her money back.

**Ejectment** - physical or legal eviction from land.

**Emure** - to take effect.

**Eviction** - depriving a person of possession of occupancy. *Constructive eviction*: not actually removing the tenant but making it impossible for him/her to remain because of the conditions (e.g. serious deterioration).

**Goods and Chattels** - personal property.

**HOA (Home Owners Association)** – an organization of home owners in a given community. Usually it is the responsibility of the HOA to make sure the common areas of a community are in good repair and orderly.

**Holdover** - retaining possession of rental real estate after the lease term expires, or the landlord demands possession, or due to an alleged breach of the terms of the lease by the tenant.

**Indemnify and Hold Harmless** - to free from any responsibility or liability.

**Landlord** – the person renting the property.

**Lease** - a type of legal agreement establishing a landlord-tenant relationship.

**Lessee** - tenant.

**Lessor** - landlord.

**Liability** - responsibility, loss; a negative element.

**Normal Wear & Tear** - means that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his household, or their invitees or guests. (Colorado law: 38-12-102. Definitions)

**Notice to Quit** - notification from landlord to tenant ordering tenant off the property (usually after 30 days, from the first day of the rental period).

**Notice to Vacate** - notification from tenant to landlord stating intention to leave the property (usually after 30 days from the first day of the rental period).

**Parties to a Lease** - those who agree to abide by the provisions of a lease; typically, you as tenant, any housemates as co-tenants, and the landlord.

**Possession** - lawful occupation and use of land, subject to protections of "quiet enjoyment."

**Rent** – “to rent” (verb) is to pay a sum of money for use of a dwelling; “rent” (noun) is the amount you pay for such use.

**Replevin** - legal action to recover property that was unlawfully seized.

**Sublet** - agreeing to permit someone to use a rented property for a term less than the full term of the lease, and to pay for that permission.

**Summary Proceeding** - (to recover possession) eviction. "Summary proceeding" because it is a swift and simple procedure for that permission.

**Tenant** – the person who rents and lives in a property.

**Term of Lease** - the length of time that a lease shall be in effect; duration of obligation.

**Thirty Days Notice** - on a month-to-month tenancy, this is the notice that either party must give to the other to terminate the tenancy. The 30 days must include a full rental period.

**Warranty of Habitability** - promise that the property is safe and usable for residential use.

**Waiver** - relinquishment of a right, agreeing to give up something you are entitled to.

### Renter's Inspection Checklist

Before moving into the apartment you should inspect the walls, appliances, bathrooms, smoke detector, etc., to make sure of no damage and that everything is in working order. The landlord may provide a move-in form. You'll be expected to complete the same form when you move out so be sure to keep everything in good condition. Here is a [sample inspection checklist](#).

You may wish to add the item of "carbon monoxide detector." If it is not included in the apartment, ask the landlord if he/she will provide one. If not consider buying one. It could save your life!

### Roommate Agreement Form

You can find suggestions for roommate agreements on the [Nolo Law For All website](#) (which has a sample Roommate Agreement on page 2).

The City of Boulder Community Mediation Service offers [suggestions for avoiding roommate disputes](#).

### Resources

[Colorado Legal Services](#) offers many resources for landlords and tenants.

The Denver Real Estate Moguls offers this summary of [Landlord/Tenant rights](#).

Public Interest Network's [Summary of Tenant Rights](#) including How to File a Claim in Small Claims Court

### Important Phone Numbers

Landlord: Name \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Fire/Emergency/Ambulance	911
Denver Police – non-emergency	720-913-6010
Denver Government Information	311
Aurora Police – non-emergency	303-627-3100