



Creating lifelong connections for youth.
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Where Should I Live?

In this section, youth will learn how to find a living situation that's right for them based on their needs and desires. They will also be able to identify and understand components of a lease agreement and understand their rights and responsibilities as a tenant.

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Where Should I Live?

<i>Age Range</i>	16+
<i>Skill Focus</i>	Finding an apartment that fits your needs and understanding your responsibilities as a tenant.
<i>Group Size</i>	2+
<i>Time Required</i>	90 minutes
<i>Materials Needed</i>	<ul style="list-style-type: none"> - Newspaper clippings of apartments - <i>What's Important to You Checklist</i> - <i>Apartment Sharing Handout</i> - <i>Apartment Living BINGO Cards</i> - <i>Sample Rental Agreement</i> - <i>Landlord and Tenant Court Game Sheets</i> (enough for each team) - Flip chart paper (or whiteboard) and markers - List of utility companies in the area and monthly rates
<i>Adopted From</i>	"The New Making it on Your Own"

Leader's Notes

What's Important to You?	10 Minutes
Apartment Sharing	10 Minutes
Finding an Apartment	20 Minutes
Apartment Living BINGO	15 Minutes
Sample Rental Agreement	15 Minutes
Landlord and Tenant Court Game	15 Minutes
Final Thoughts	5 minutes

What's Important to You? (10 minutes)

Start the conversation off by asking how many youth live on their own. How many want to in the near future? How many have started planning? Let them know that this activity is meant to get them started thinking on where they may want to live and what they want when living on their own.

Ask for a volunteer to write responses on a flip chart. Ask the group what things are important to them for where they would like to live. For example, how many bedrooms, is there a washer and dryer, is there a yard, do they accept pets, etc.

Next pass out the *What's Important to You Checklist* and ask the youth to take a few minutes to complete the document. Now ask the youth if any of them felt like they would want to live with a roommate. If they say yes or maybe, let them know they may be finding their roommate next (for pretend of course).

Apartment Sharing (10 minutes)

Hand out the *Apartment Sharing* document and instruct youth to fill it out. Once the document is completed, ask the youth who want to have a roommate to please stand and find a compatible roommate (if there is an odd number, let them have a set with 3 roommates). Remind the youth that this is just for the activity so it doesn't matter if they would "NEVER live with this person". Once they have all found their roommate or decided to live on their own, show the budget that they have to work with in finding their apartment in the next activity:

- The budget for a youth residing alone is that they have \$800 for rent and utilities
- The budget for a youth with themselves and one roommate, they have \$1150 for rent and utilities.
- The budget for a youth with more than one roommate, they have \$1350 for rent and utilities.
- Each person has \$400 saved up for a security deposit.
- Stress that this amount is for both rent AND monthly utilities.

Finding an Apartment (20 minutes)

Allow the youth to look through the newspapers to find an apartment that fits what they feel is important to them based on their checklist, as well as any compromises with their roommates. Give them about 10 minutes to find housing.

Ask the youth to give you feedback about what was easy and what was difficult. Here are some questions you may use to guide the discussion:

- What did you compromise on? What was the one thing you were not going to budge on or compromise on?
- Did you find that it was easy or difficult to stay within budget?
- How many found apartment/houses where utilities were included? Why did you choose that place?
- How many places required a security deposit?

For youth who found housing where utilities were NOT included, you may ask the following discussion questions:

- If you didn't find an apartment that has utilities included, or you just chose housing where utilities were not included, was it the best choice?
- How much do you think a monthly bill may be?
- When you were getting an apartment did you budget that you needed money left over for utilities? *Note: Facilitator may read some monthly averages for companies in the area to give youth an idea of how much they would spend in utilities.*
- How much money would you need above your rent for utilities?

Apartment Living BINGO (15 minutes)

Pass out the *Apartment Living BINGO Cards* to each youth and the chips/markers.

The caller will read off the definition of the select terms. The caller can either allow for the participants to identify the response together or let them individually decide what term matches that definition.

Once a player calls BINGO they need to give the word for all spaces in their "BINGO".

Below is list of the definitions with the words that the facilitator will call out:

- Rental unit in different sizes (1, 2, 3 bedrooms) may be in a private home or in varying numbers or sets of buildings (**APARTMENT**)
- Apartment unit owned by people living in them. Owners sell, rent, or use them. Fees are charged for maintaining common areas (**CONDIMINUM**)
- Usually one room. Sometimes includes meals and use of common space (**ROOMING HOUSE OR BOARDING HOUSE**)
- Includes two apartments that are located side by side like two separate houses (**DUPLEX**)
- One room which includes a cooking area and a private bath (**EFFICIENCY**)
- Large house found on college campuses. Usually have food service. General areas are shared. Person must receive invitation. (**FRATERNITY/SORORITY**)
- Single housing units surrounded by a yard. (**HOUSE**)
- House is built in a factory and transported to a plot of land. (**MOBILE HOME**)
- Two or more apartments, like separate houses, connected by a common wall (**TOWNHOUSE**)
- A legal written agreement between tenant and landlord stating rules for renting (**LEASE**)
- Person renting a rental unit (**LEASEE, RENTER, TENANT**)
- A person who owns property that is being rented (**LANDLORD**)
- Advertisement in a newspaper (**RENTAL AD**)
- Provision that lets renter rent to another person until tenant's lease expires (**SUB-LEASE**)
- Usual time required to give moving out notice (**30 DAYS**)
- Money deposited to landlord to cover costs of damages to a rental unit or unpaid rent when renter moves (**SECURITY DEPOSIT**)
- To force out of a rental unit by a legal process (**EVICT**)
- Public services such as gas, electricity, and water (**UTILITIES**)
- Amount paid for using rental unit (**RENT**)
- Any nonrefundable fee, which is paid by a tenant to a landlord for the purpose of being considered as a tenant for a dwelling unit (**APPLICATION FEE**)
- A dwelling unit and the structure of which it is a part and facilities, grounds, areas and facilities held out for the use of tenants generally or whose use is promised to the tenant (**PREMISES**)
- A person who also occupies a unit and is responsible for a portion of the living expenses and a portion of the upkeep of the unit (**ROOMATE**)

- A person entitled to occupy a dwelling unit with the consent of the landlord, but who has not signed the rental agreement and therefore does not have the rights and obligations as a tenant under the rental agreement (**AUTHORIZED OCCUPANT**)
- A person authorized by the landlord to act on behalf of the landlord under an agreement (**MANAGEMENT**)

Sample Rental Agreement (15 minutes)

Begin by asking the youth if they have ever applied for an apartment. Ask them what things they may need. Jot this down on flip chart paper. Make sure they have covered the main items (driver's license or form of ID, references, social security card, birth certificate, and application fee). Ask the youth if they have these or know a way to get them.

Next ask the youth to look at the *Sample Rental Agreement*. Give them some time to look over the lease and then ask them a few questions.

If this was a lease between you and an apartment complex, help me answer the following:

- Who is the lessee?
- Who is the lessor?
- How much is due prior to moving in?
- How much is rent and when is it due?
- Can you have a roommate who is not on the lease?
- What is included in the rent?
- If you are going to a youth conference, do you need to let the landlord know that there won't be anyone there?
- You really want to paint your rooms, can you do this? If yes do you need to notify anyone?
- If you didn't pay rent for 3 months, how long does the landlord have to give you before he can evict you?

Ask the youth if they have any other questions about the lease. Reiterate to them how important it is to understand the lease and what everything in the lease means. Remind the youth that it may be a good idea to have another adult go with them when signing a lease in case they have questions.

Landlord and Tenant Court Game (15 minutes)

Next, have the youth pair off into teams of 3 to play the Tenant and Landlord Court Game. Each team needs to have a tenant, landlord, and judge. If there is an uneven number, the teams can have 4 and the youth can rotate roles.

Prior to the game, the facilitator should cut out the statements listed on the ***Landlord and Tenant Court Game*** document. Each statement should be cut out separately and given to the correct role on each team. For example, for Case 1, the landlord statement should be given to the designated landlord for each team and the tenant statement should be given to each landlord on the team. To avoid the statements getting mixed up, give out each case one by one.

One team will go at a time to present their case to their team's judge. At the end of the presentation, the judge has 2 minutes to come up with a judgment. The judge may consult with other members on their team. Have each group's judge present their ruling to the group and facilitator. After each team has presented, award points for teams who judged correctly.

Go through each case until all cases have been presented. The team with the most points at the end wins the game.

Refer to the following leader's guide to determine whether or not the teams judged correctly:

Case #1

TENANT

I did sign a one-year lease for a studio apartment, but after 3 months I found a great job in a town 2 hours away. I couldn't commute 4 hours a day! So I told the landlord I needed to move out early and gave him a month's notice.

LANDLORD

The tenant signed a one-year lease for a studio apartment. After 3 months, she told me she was moving out because she found a new job. It took me 4 months to rent the studio, because they are tough to rent. My records show that I advertised in the newspaper. I also had 2 other studio units vacant during that time. Now she refuses to pay me for the extra 4 months of rent.

JUDGE (the correct judgment)

IN FAVOR OF LANDLORD. A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. In this case, the landlord has records proving he had other units vacant and that he was actively trying to rent the units. Therefore, the tenant is responsible for the four month's rent.

Lesson: Make sure the youth understand that there are consequences for breaking a lease. Make sure that the youth are aware of what their lease agreement states about terminating the lease early.

Case #2**TENANT**

I noticed a leak in my roof. It didn't seem that bad at first, so I just left a voice mail message for the landlord. He didn't call me back, and it seemed to get worse. The roof looked like it was sagging a bit. I wrote him a letter describing the problem. Again, I never heard back from him. Three days later, part of the roof collapsed, damaging my TV & stereo. I feel he needs to reimburse me for the damage to my property.

LANDLORD

I was out of town for the weekend when the tenant first called. I later got this letter describing the problem. It sounded pretty minor, and I know by law that I have ten days to respond to minor repair problems. I had other repairs I had to make. The roof collapsed 3 days later after a severe rainstorm. Otherwise it would have been fine. Why should I be liable for an act of nature?

JUDGE

IN FAVOR OF TENANT. The landlord has 10 days to respond to minor problems, like a leaky roof. The tenant followed all required procedures by reporting the sagging roof in writing, a potential danger. The landlord is required to repair hazardous situation within 24 hours. Therefore, the landlord must reimburse the tenant for damage caused to his property.

Lesson: Make sure the youth understand the importance of reporting any damage or possible problems to the landlord and follow up in writing. It is also encouraged that the youth walk through the apartment with the landlord prior to moving in so that they can both document any damage that was their prior to the youth moving in. Encourage the youth to even take pictures of the apartment and any possible damage prior to moving all their items in or when damage is noticed.

Case #3**TENANT**

The heater in my apartment wasn't working. It was the middle of winter and I was freezing! I called my landlord and asked her to fix it right away. She never called me back, so I sent her a letter requesting immediate repairs. After 2 days with no response, I decided to fix it myself. I deducted my labor and materials from the rent for the following month. 2 months later the heater caught on fire causing \$2,000.00 in damage.

LANDLORD

I could have responded quicker, but I had other, more serious repairs at the time than a tenant being a little cold for a few days. Regardless of what he says, it wasn't that cold then! Anyway, the repairs required a certified electrician. He had no business trying to repair it himself. As a result, we ended up with a fire that caused \$2,000.00 in damages. The fire department said it was caused by bad wiring in the new unit he installed. Why should I have to pay for his bad judgment?

JUDGE

IN FAVOR OF BOTH THE TENANT AND THE LANDLORD. When notified in writing of a lack of heat, the landlord must respond within 24 hours. The landlord failed to do that. The landlord should also have inspected the repairs after she was informed. Certain repairs (electrical or plumbing) require a certified professional. The tenant shouldn't have installed the unit on his own. The landlord is found responsible for $\frac{3}{4}$ of the damages, the tenant $\frac{1}{4}$.

Lesson: Again reiterate to the youth how important it is to make complaints about items not working in writing as well as calling. Also, let the youth know that it is not okay for them to fix things that need a professional, no matter how much knowledge they think they have, they don't want to be liable for any damage that may be as a result of their handiwork!

Case #4**TENANT**

The landlord evicted me for not complying with the terms of the rental agreement. I did have one friend crash on my couch for a few months. Okay, he did have a German Sheppard. But we only threw a few small parties. It was no big deal and the apartment was basically okay. As long as I pay rent, it's my place, right? But now he's trying to keep my security deposit plus charge me \$750.00 in damages.

LANDLORD

A few parties – yeah, right! I got calls from neighbors complaining constantly about the noise and the all-night parties. Plus, the dog kept peeing on the carpet and he scratched the front door. We had a “no pet” clause in our agreement. I had to fumigate the place and replace the carpet and the front door. She’s getting off easy with losing her deposit and paying \$750.00.

JUDGE (the correct judgment)

IN FAVOR OF LANDLORD. The tenant clearly violated her rental agreement by allowing a guest to stay for an extended period and breaking the “no pet” clause. Also, she created a nuisance by throwing many loud parties. These violations resulted in damage beyond “normal wear and tear.” The tenant will lose her security deposit and reimburse the landlord for \$750.00.

Lesson: Make sure that youth understand how important it is for them to follow the terms in their lease. It is also important to know that their security deposit can be kept and they could possibly owe more money for damages they caused. Encourage youth to be part of the walk through process when moving out. Also, if the landlord is keeping their security deposit and even charging more money, the landlord must present an itemized bill for the youth to know how much the damages were and what the money is going towards in repairs.

Case #5**TENANT**

I moved out over six months ago and have yet to get back my security deposit. I have called several times and have not gotten any return calls or explanation of where my security deposit is. I needed that money to help me move into a new place and have been sleeping on my best friends couch until I can get a new place!

LANDLORD

I have tried to call her for several weeks after she moved. I did not have an accurate working number or a new address to mail the remainder of the security deposit to. Also she will not be getting the entire amount back due to cleaning costs.

JUDGE

IN FAVOR OF THE LANDLORD AND TENANT. The tenant has a responsibility for making sure that the landlord has contact information for her in order for her to receive any money left from the security deposit. However, it seems that the tenant has attempted to contact the landlord. It is the landlord’s responsibility to make sure they get correct contact

information from the tenant in case they need to be contacted. The landlord needs to return the remainder of the security deposit to the tenant immediately.

Lesson: Make sure that the youth know that they need to have good contact information to give to the landlord once they move. The landlord needs to know how to contact them if there are any issues or questions about the security deposit. Also the youth needs to know that they should not rely on the security deposit to be refunded in order for them to move into a new place.

Final Thoughts (5 minutes)

When the game is over ask the youth if they have any specific questions about anything discussed throughout the workshop. Encourage them to seek out assistance from a trusted adult who can help the youth find a place to live and navigate the leasing process.