

YOUR BEHIND ON YOUR RENT–CAN THE LANDLORD JUST LOCK YOU OUT?

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By dan the roommate man

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Your landlord can't evict you unless he has gone to court and proved that you did something wrong that justifies ending the tenancy.

And your landlord can't proceed with an eviction lawsuit without terminating the tenancy first. This usually means giving you adequate written notice, in a specified way and form. If you don't move after proper notice (or reform your ways -- for example, by paying the rent or finding a new home for the dog), the landlord can file a lawsuit to evict you. (This is sometimes called an unlawful detainer, or UD lawsuit.)

State laws set out very detailed requirements for landlords who want to end a tenancy. Each state has its own procedures as to how termination notices and eviction papers must be written and delivered ("served"). Landlords must follow state rules and procedures exactly.

If you do get hauled into court, and you can point to shoddy paperwork or the landlord's behavior, such as not maintaining the rental property in habitable condition, or retaliation for insisting on repairs, you can diminish the landlord's chances of victory.

Finally, even if the landlord wins the eviction lawsuit, she can't just move you and your things out onto the sidewalk. Typically, she must give the court judgment to a local law enforcement officer, along with a fee. The sheriff or marshal gives you a notice that the officer will be back within a few days to escort you off the property.

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HOW TO CHANGE ROOMMATES OR NAMES ON

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Steps:

1. Ask permission to change roommates or names on a lease by submitting a written request to your landlord.
2. Include some background information on your prospective roommate, such as employment status and rental history, in your written request to the landlord.
3. Obtain a rental application for your prospective roommate if the landlord agrees to your request.
4. Realize that your landlord will probably require you and your new roommate to sign a new lease or rental agreement as co-tenants, giving both of you equal rights and responsibilities.
5. Be aware that your landlord may change the terms of your new lease or rental agreement and may have the right to increase your rent or security deposit, subject to the rent laws in your municipality.

Tips:

Because your landlord will probably check your prospective roommate's credit history, ask your prospective roommate to provide your landlord with a copy of his or her credit report to save time during the rental application process.

If your landlord increases the rent for you and your new roommate, try to negotiate the amount of the increase with a lower counteroffer.

Warnings:

Some state and municipal rent control laws limit increases in rent and security deposits; check with local housing authorities about the rent control laws in your area in order to protect your best interests.

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