

# Top Tips for International Student

1. Document the condition of the property when you first move in and then again when you move out by making a written list of all problems and/or by taking pictures or making a video recording.
2. Your landlord has a duty to maintain the rental unit in a fit and habitable condition. If you ask your landlord in person or over the phone for repairs, follow up by sending your landlord a *written* notice of the problem. Keep a copy of the letter for your records. Do not be afraid to ask for repairs—your landlord is legally prohibited from retaliating against you.
3. If you plan on leaving for more than seven (7) days, you must let your landlord know. If you will be gone for a long period of time (such as for vacation or winter break), do not turn off your heat because this may cause the pipes to break resulting in water damage. Check with your landlord to find out the minimum temperature at which you can safely leave your apartment.
4. Your landlord is only responsible for termite infestation problems. If the property has roaches or mice, the landlord may spray the property, after that treatment, it is the tenant's responsibility to keep the apartment clean. You, as a tenant, are responsible for properly storing food and keeping your kitchen clean so that insects and other pests are not attracted to your apartment.
5. Your landlord must give you 24 hours notice before entering your apartment for any reason, unless there is an emergency. If your landlord enters without giving you 24 hours notice, send your landlord a written notice asking him/her to give you appropriate notice in the future. If it continues to be a problem, contact legal counsel.
6. If you keep your apartment in good condition while you live there, your landlord should return your security deposit to you. Your landlord can only deduct from your security deposit for damage that is beyond "reasonable wear and tear," meaning beyond the normal amount of minor damage that happens in any apartment over a period of time. If your landlord keeps any portion of your security deposit, he/she must give you an itemized list of deductions showing the reason the landlord withheld your security deposit. If you believe that any part of your security deposit was wrongfully withheld, contact legal counsel.
7. Most leases require a landlord's written permission before subleasing, so make sure that you check with your landlord before entering into a sublease agreement. If your landlord agrees to let you sublease your apartment, you should be sure to have the landlord give you a written statement to that effect, so that there will not be any confusion later on. Subleases cannot extend beyond the initial lease term of the original tenant. ALL tenants should pay their security deposits and receive/turn in keys to the landlord. Subtenants should not pay security deposits to other tenants or pass keys to other tenants.
8. Your landlord is prohibited from discriminating against you on the basis of race, color, national origin, religion, sex, familial status (pregnant women or families with children under the age of 18), or handicap by refusing to rent to you, by establishing different rules for you (such as charging you higher rent), or by providing different services or facilities to you. If you think you have been discriminated against, contact legal counsel.
9. Renter's insurance is a good idea and it doesn't cost much. This insures your personal belongings in case of fire, flood or other property damage.
10. Your landlord is not responsible for supplying appliances (such as refrigerators, stoves, or air-conditioners). However, if your landlord provides appliances, they must be in good working order. As the tenant, it is your responsibility not to misuse appliances. You must take the necessary precautions if cooking with high heat, open flames, or grease. Check with your landlord if you are not sure how to

use certain appliances properly.

11. Apartments that contain names like “University Village,” “Campus View Apartments,” and “McCaslin Apartments” are not owned or operated by West Texas A&M University. If you want to rent from the University, please contact the Residential office at (806) 651-3000.
12. If you open a bank account in the United States, ask them to explain their banking procedures to you. Have them show you how to write a check, make deposits, and make withdrawals. Be careful about giving blank checks or cash to your landlord. You should receive a receipt from your landlord for any payments that you make.
13. **Note: Any space heater in an apartment located within the City of Amarillo is prohibited.** Be careful with portable heating appliances such as space heaters and propane burners. Many of these appliances are fire hazards and prohibited by health and safety codes. They become extremely hot and can start a fire. Many American homes are not designed for the use of portable heating appliances, and can be easily damaged by space heaters or portable burners that are placed on the floor. You may be liable to your landlord for any damages that are caused to the apartment due to the misuse of these appliances. If you are not sure what appliances are allowed or how they should be used, check with your landlord.
14. Many cleaning products can damage your apartment or become hazardous if not used properly. If you are not sure what American cleaning products you should use in your apartment, check with your landlord.
15. The state of Texas has laws that regulate the number of occupants that can live in an apartment (this rule only includes adults, there are no regulations that limit the amount of child that can live in an apartment). These laws are intended to protect your health and safety. Your lease should state how many people might live in your apartment. If you have unauthorized occupants in your apartment, your landlord may be able to evict you and/or charge you additional rent.
16. Most rental units will have a shower and/or a tub to use for bathing. Bathing should only be done *in* the shower or the tub. Even though your bathroom may have a tile floor, it is not designed to hold water. If excessive water is poured on the bathroom floor, it can cause extensive damage, and you can be charged for that damage. If you need additional accommodations for bathing purposes, check with your landlord to find an appropriate alternative, such as a portable bathing tub that can be placed on the bathroom floor.
17. If you need to arrive in the United States before the start of your lease term, check with your landlord or the International Student Office at (806) 651-2073 about temporary accommodations *before* you arrive. Make sure that you have a place to stay and to store your belongings before you arrive.
18. If you have any questions about your responsibilities as a tenant, please contact our office. We can also have translators available to assist with reading leases and legal documents and to help explain housing issues.

**THIS INFORMATIONAL PACKET ONLY REFERS TO TEXAS LAW AND DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, YOU MUST CONTACT AN ATTORNEY. THE LAW MAY HAVE CHANGED SINCE THE DATE OF THIS PUBLICATION. 5/09**

## **Commuter Programs**

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