

ADS CAN THROW CURVES

In a quandary about reading the numerous advertisements for apartment rentals? How can one choose, when they all sound so wonderful!

Look at the offerings:

"New and exciting. Luxurious one bedroom deluxe apartments. Reduced during construction, \$129."

"Featuring everything every other luxury apartment has!"

"Luxury living. . . from \$119.50."

Perhaps the most abused word in the world of apartment advertising is "Luxury." Because the word "luxury" is used to describe apartments which rent for \$119 as well as those renting for \$200 and \$300 monthly, it is meaningless.

Defining "luxury" as "elegant, refined living, not a necessity," we suggest that rentals for luxury apartments will be about \$175, far above the advertised \$119. Everyone's idea of "luxury" differs.

Realize that advertisers are prone to use beautiful adjectives to play up positive aspects of their apartment property, but will simply fail to mention drawbacks to their luxury apartments -- such as location, size of the rooms, effectiveness of sound control within the building.

Other glamorous sounding features of apartments need to be taken with a "grain of salt" and investigated.

For example:

Eat-in kitchen: It may mean sufficient room for a circular table seating four persons -- or a small surface for two people to huddle over uncomfortably.

Walk-in closet: A closet big enough to walk-in and turn around in -- but does it replace any additional storage for tires, a barbeque, the children's bikes?

Large rooms: Like luxury. "large" is an adjective applied to virtually any apartment.

Other advertised terms which may have hidden meanings include:

Couple: This means no children, no pets, no singles, no divorcees.

Reduced during construction: Noise, dirt and inconvenience. The reduced price allows the manager to rent some finished apartments which would otherwise go vacant, and wards off complaints while the construction work is going on.

All utilities paid: Is air conditioning a utility? Paying for air conditioning in the summer months can add \$25 to your monthly rental bill.

Another frustrating aspect of reading apartment ads is deciphering the rent -- deciding which places are within your price range and avoiding those which are not.

For example, an ad makes no mention of bedrooms available, but says "two full baths." And then the price simply reads "from \$150." Not stated is the price of these two baths -- is it \$150 or \$250?

Lease Signing

The apartment lease, says a local attorney who specializes in housing matters, has its roots in the English common-law relationship between the lord and the serf -- a sharecropper relation.

The lease is a "two-way agreement between the owner of properties and those who want to use them, but primarily is intended to protect the 'sacred' rights of the property owner.

The owner agrees to give up the use of his property for a period of time, in exchange for money or other considerations.

Once the lease, which is a binding contract, is signed the landlord has the security of knowing a person will occupy his property for a specified time, or pay a penalty.

Generally speaking, the landlord agrees to only one thing -- to allow the use of his property, in exchange for payment of a specific sum.

The tenant, on the other hand, agrees to do a hundred things -- pay the rent, keep the property in good condition, and in many cases repair it if repairs are necessary.

The tenant, provided his rent is kept up, is given the right to live in the property, and may only be evicted if the landlord can show in court that the tenant is creating nuisance or has destroyed the owner's property.

There is no standard form lease used in the metropolitan Detroit area, but most of the leases in use have common elements.

For one thing, leases generally are very specific about the tenant's responsibilities, in many cases going far beyond what the law requires.

Nonetheless, once you've signed it, that's it. It's a contract, and once signed, it's a legal agreement. The apartment hunter will soon learn that there's little room for negotiations over the terms of a lease. It's a seller's market -- you're not going to be able to dictate the terms -- you can either sign it as is or leave it.

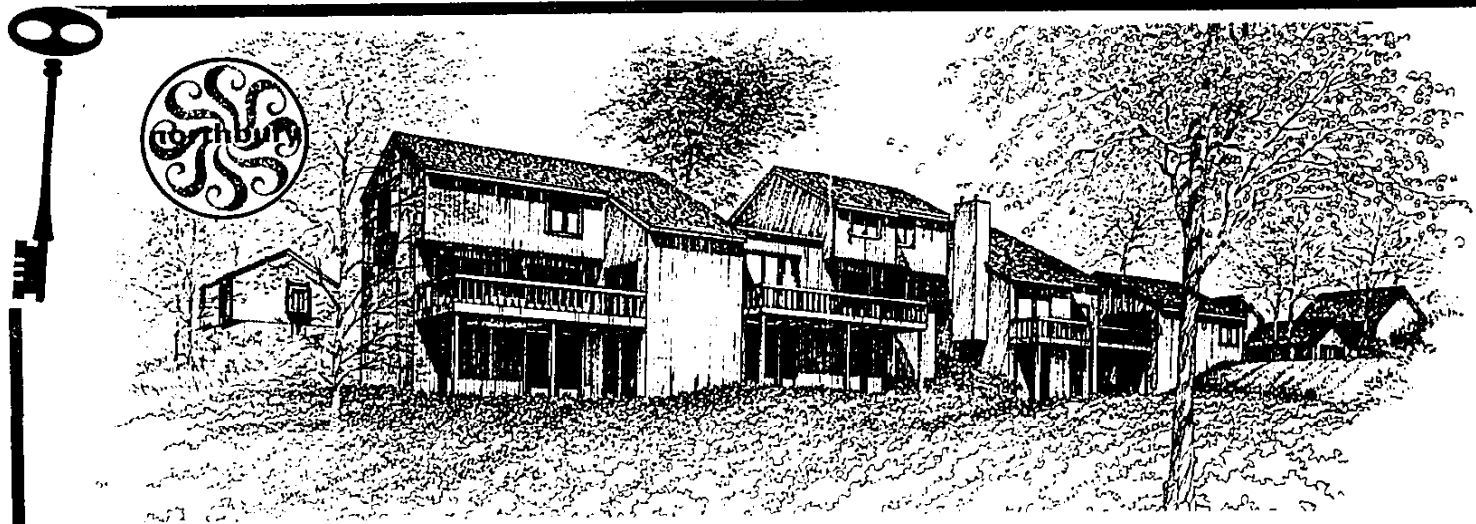
Sometimes it's possible to get the landlord to add amendments to a lease, but it's very rarely that you'll get him to 'X' a clause out.

An example is the need to "break" a lease, if the tenant has to move before the lease expires. Some employees of national firms, who may be subject to transfer on short notice, can get the landlord to agree to cancel the lease under these conditions.

It's best to have this written down before the lease is signed.

Otherwise, the tenant has the legal responsibility to pay a penalty as set forth in the lease document, or possibly to pay rent for the remainder of the lease term (unless the unit is rented to a new tenant) if he has to break the lease.

If you think you may be transferred before the lease ends, about the best you can hope for is an agreement you'll be able to break on 30 days notice.



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