

# Lease 101

- **What Should Be Acknowledged:**

- Names and Addresses (for both the landlord and the tenant(s))
- Term/Renewal: How long the lease lasts, i.e., the beginning and end date of the lease.
  - Some leases automatically renew and others may renew if certain steps are taken. If the lease may be renewed, it should spell out how to go about requesting a renewal.
- Rent:
  - The amount of rent: \_\_\_\_\_
  - When rent is due: \_\_\_\_\_
  - If there is a grace period: \_\_\_\_\_
  - Penalties for late rent: \_\_\_\_\_
  - Under what circumstances can the rent be increased during the term of the lease
- Additional charges: Utilities? Security Deposit?
- A statement of Up-To-Code: The landlord must ensure that the home is in compliance (and stays in compliance) with all health and safety codes.
  - They should also have a **permit** from the town to prove legality and inspection.
- Maintenance and Repairs:
  - Routine maintenance may be the tenant's responsibility but significant repairs (unless required due to the tenant's actions) and maintenance are usually the landlord's.
- Notification: An explanation of how you will stay in contact with your landlord.
  - Landlords usually provide 24 hours' notice before entering unless there is an emergency.
- Subletting:
  - A sublet may require prior approval by the landlord. As part of that approval the landlord may require information about the person you are subletting to and may also require a security deposit from the sub-tenant. Please note that most of our area's local townships deem "rooms for rent" as an illegal practice.
- Description of the property:
  - There may be other buildings, rooms, parking spaces and/or common areas that you may or may not have access to. A description of the area/property you are renting will avoid confusion and misunderstandings about this issue.
- Pets:
  - The lease should state whether pets are allowed.
  - If pets are allowed the landlord may require additional security deposit to cover any damage the pet may cause.

- **What should NOT be included?**

- Waiver of Tenant Liability: This is an agreement that puts all responsibility of wear and tear on the tenant of a rental. Do not agree to one because both parties should take responsibility for any negative effects of their own actions.
- Waiver of Tenant's Duty to Repair: A reputable landlord will be willing to make necessary repairs to the property rather than putting all of the responsibility on the tenant.
- Hidden Fees: Be sure that the lease you agree to does not have room for hidden fees. Costs should be clear and specific to varying circumstances.