

LEASING TIPS

Ask for a copy of the lease and the rules and regulations before signing anything. **Read all documents** carefully or call Legal Services for Students to have the documents reviewed with you. Check with friends, tenants, and on-line about the **landlord's reputation** concerning maintenance and the return of deposits.

1. Watch out for these terms in the lease:

- **Automatic renewal:** This clause states a specific amount of time in which you must request in writing to end the lease, or else your lease will be automatically renewed. Often students do not see this clause in the lease and assume they can move out when the lease ends, sometimes signing another lease before they realize they're already stuck with their previous one. You can use the attached Sample Nonrenewal Notice form and submit it at the time of signing the lease so that your lease is not automatically renewed.
- **Joint and several liability:** Joint and several liability means that if you rent an apartment with several other tenants, all of you are responsible for each other's share of the rent. This means that even if you have paid your portion of the rent, if only one of your roommates fails to pay his/her portion, and the landlord receives partial rent as a result, you can be evicted. Unfair as this practice seems, this clause is enforceable. It may be a good idea to have one tenant responsible for paying the rent and have all roommates pay that person.
- **Sublease:** Some landlords do not allow subleasing. Some leases require prior approval by the landlord before subleasing and require you to pay a fee to sublease.
- **Eviction:** Tenants are liable for rent for the full lease term even if he or she is evicted from the apartment.
- **Late fees:** Most leases state that if your rent is more than a certain number of days late, additional fees will be charged. This is permissible if the amount of the late fee is not excessive. The landlord can evict tenants for nonpayment of rent.
- **Rules and regulations:** Many leases contain a clause allowing the landlord to issue new rules and regulations at a later date. If the landlord issues such rules and regulations after you have signed the lease or during your lease term, they can become part of your lease agreement, which means you are bound by them as much as any other terms in the lease. Sometimes this clause allows the landlord to try to evict you for violating a rule that didn't exist when you signed the lease, as long as the landlord made a reasonable effort to notify you of the new rule.

2. Select your roommates carefully:

Discuss the utility expenses with your future roommate. In whose name will the phone, gas, electricity, cable, internet and water be listed? Having a good payment record with utility companies will help establish a good credit rating for you, but a bad record will hurt your credit.

You will be legally liable for your roommate's share of the rent under most leases (see Joint and Several Liability clause above). If your roommate doesn't pay his or her share of the rent for any reason, you will either have to pay it or face eviction. Make sure the person you choose to live with is responsible and has an adequate income. Also take into consideration a prospective roommate's study habits, neatness, personality, dependability and their financial situation. Inability to get along with a roommate is not a reason for breaking your lease.

3. **Security deposits and move-out charges:**

Read all the attachments and addendums. One common attachment/addendum is Move-Out Maintenance Charges. Contrary to the Move-Out Maintenance Charges addendum, the landlord is required to charge actual costs for repairs and cleaning rather than a standard fee. When the landlord incurs these actual costs and decides to deduct them from the security deposit, the landlord must itemize these costs. You should ask the landlord to remove the Check-Out Maintenance Charges addendum from the lease agreement.

4. **Application fees:**

If there are application fees, ask if they are refundable. If they are not refundable, ask if the application fees can be applied to the security deposit.

5. **Ask to see the actual apartment, not just a model:**

A model apartment is meant to be impressive, but that is not the apartment you will live in. Before you sign a lease, ask to see the actual apartment so you will know right away if there are problems.

THIS DOCUMENT PROVIDES GENERAL INFORMATION ABOUT LANDLORD-TENANT ISSUES STUDENTS FREQUENTLY FACE. IF YOU HAVE A LEGAL PROBLEM OR A QUESTION, YOU SHOULD CONSULT WITH AN ATTORNEY TO LEARN HOW THE LAW APPLIES TO YOUR SPECIFIC CASE. KU STUDENTS ARE ENCOURAGED TO CALL LEGAL SERVICES FOR STUDENTS TO MAKE AN APPOINTMENT.