

## LEASE SIGNING CHECKLIST

Before committing to rent a housing unit, you should clearly read through and understand your lease. The following items should be explicitly identified in your lease. If some things are not addressed, be sure to ask the landlord about his or her policy regarding those items. You may also request to have items added to the lease. For questions about leases and legal issues involved in tenant-landlord relationships, contact the Student Legal Aid Office at (301) 314-7756.

### RENT

- Amount
- Due date
- Penalty for late payment
- Reduction for advance payment
- Price changes
- Conditions for price changes

### SECURITY/DAMAGE DEPOSIT

- Amount
- Conditions for return
- Date for return

### TERMINATION

- Ability to sublet
- Conditions for sublet
- Conditions for terminating lease

### PARKING

- Location
- Limitations

### ADDITIONAL COSTS

- Utilities (i.e., gas, electric, phone, water)
- Pet-related charges/deposit
- Overnight or weekend guests
- Parking
- Furnishings
- Cleaning

### RESTRICTIONS

- Smoking
- Noise
- Storage
- Pets
- Alterations (i.e., picture hanging, painting)
- Conduct
- Parties

### TIME OF OCCUPANCY

- Dates (be exact)
- Requirements for moving notification or renewal
- Number of occupants (min and max)

### DAMAGES

- Responsibility for damages
- Assessment of damages
- Responsibility for repairs

### CHANGES IN AGREEMENT

- Conditions for changes of agreement
- Process for changing agreement

### LAUNDRY FACILITIES

- Provision of facilities
- Ability for tenant to install machines
- Other limitations

### INSPECTION

- When
- By whom (i.e., landlord, additional inspectors)
- Use of rental inventory
- Letter of compliance
- Notification of inspection

### CLEANING

- Responsibility
- Frequency
- Equipment provided

### SPECIAL CONSIDERATIONS

- Planned improvements/special work

### OWNER

- Name and address of property owner
- Name and address of property manager

## LEASES

**READ YOUR LEASE** before you sign it and move in: this way you can limit future problems with your landlord. If you request it in writing, you have a right to see the lease before you sign it or moving in. Oral leases are not recommended because they do not provide sufficient legal protection for the tenant. You should ask for a written lease. If your landlord has five or more units, he or she must provide a written lease.

**RENT** Your lease will include the amount due for rent each month along with the due date and any discounts that have been applied.

**LATE FEES** on rent cannot be more than 5% of the amount due; beginning the 5<sup>th</sup> day after the rent is due. However, it is always advisable to pay your rent on time to avoid any credit or other problems. Leases should specify obligations as to utilities, including heat, gas, electricity, water, and repairs. They should also specify whether tenants are expected to pay for repairs if they are at fault.

**APPLICATION FEES** of less than \$25 are not refundable and can be kept by the landlord, even if you choose not to take the apartment. For fees above \$25, they have to return whatever was not used to process the application.

**INSPECTIONS** - Landlords cannot request security deposits for amounts greater than two months rent. Landlords must issue receipts for the security deposit, though it is sufficient if the deposit amount is specified in the lease. To help ensure return of your security deposit we strongly encourage that you request a list of existing damages to the apartment at the time of move in. You are entitled to this list if you request it in writing. A move out inspection must take place within 5 days of when you move out. If you request it in writing 15 days prior to moving out, the landlord must allow you to be present at the inspection.

**SUBLETTING** - Leases cannot outright refuse to consider subletting. Maryland law requires landlords to consider reasonable written requests for subletting.

**TERMINATION** - Read your lease carefully for details about termination. Some leases automatically terminate at the end of the term, without any further notice required from either party. Other leases automatically renew and you must give at least 30 days notice if you do not wish the lease to continue. If you are on a month-to-month lease, written or oral, you generally must give and are entitled to receive at least 30 days advance notice to move. You are legally responsible for rent for the entire term of your lease, but if you need to break it for some reason, the landlord is required to make reasonable attempts to re-rent. If a replacement tenant is found and they move in, you are no longer obligated for rent. If the lease contains a "penalty" clause (typically two month's rent for breaking the lease), you may want to consult with Student Legal Aid before paying.

**SECURITY DEPOSIT** - You are entitled to receive return of your security deposit plus interest within 45 days of move out. If the landlord keeps any portion of the security deposit, you must also receive, in writing, an itemized list within the same 45 day period of what the needed repairs were and how much each repair cost. You cannot be charged for normal wear and tear (things that periodically need replacing).