

## Lease Review Checklist

Leases are written by landlords for the protection of landlords, so they tend to be written with lots of clauses to protect the value of the property and to ensure the obligations will be paid but tend not to focus too much on what is being promised to the tenant. There is no perfect lease in town that provides robust tenant protections and is devoid of provisions that tenants may not like. But there is a wide range of lease options, so if one includes a term that you are just not comfortable with, do not sign the lease. Shop around. You can probably find a lease without that term.

- Have you done some research into whether the landlord is reputable? If not, we have a Before You Sign handout that can help you get started on that. [link]
- Are you ready to enter into a legally binding agreement?
  - Are you prepared to have this obligation even if circumstances change, like a family medical emergency, you decide you want to transfer to a different University, or there is a global pandemic and the University recommends that you leave the campus community?
  - Are you sure you did not sign any other agreements, like an on-campus housing contract or another lease?
- Are you comfortable being locked in with your roommates or, if the lease is individual, are you comfortable being assigned roommates?
  - In a joint and several lease, you choose your roommates, but if one roommate stops paying rent, the landlord could sue you for the unpaid rent.
  - In an individual lease or a lease with individual rent responsibility, your landlord may not sue you for another tenant's unpaid rent. However, your landlord may assign a new tenant to fill a vacancy or move you to a different unit with new roommates without your prior approval.
- Are you comfortable with the cost of the lease? Calculate the total cost before you sign and include things like rent, fees, costs, non-refundable deposits, utility estimates, and carpet cleaning.
  - The difference between security deposits and "redecorating fees" can be confusing. Security deposits are refunded if you satisfy all your obligations under the lease and leave the apartment free from damage. "Redecorating fees" is a term that is commonly used for fees that are not refundable. Calculate non-refundable fees as if they are additional rent.
- Check whether the lease is joint and several, individual rent responsibility, or an individual lease. Make sure you understand those terms and what it means for your possible obligations under the lease.
- What does the lease promise to you?
  - Does it promise that you are renting a specific unit? Or does it allow the landlord to decide which unit to place you in? Does it promise you can stay in that unit, or does it allow the landlord to move you to another apartment after the lease starts?
  - Does it promise that you will be able to move in on the date the lease begins? Most leases outline what happens if the landlord is not able to give you possession of the space when the term begins. Imagine that you just arrived in State College with your family and van full of possessions, and the apartment is not available. Does the landlord

promise to get you a hotel room or store your belongings until the apartment is ready?  
Can you break the lease if the apartment is not ready for you? If not, how long does the lease say you would have to wait for it to be ready before you could break the lease?

- Does it promise the apartment will be clean, in good repair, and pest-free when you move in?
- Are there any terms in the lease that seem unfair to you? Are you comfortable being obligated to those terms?
- Are there any terms in the lease that seem like they would be impossible for you to perform? Are you comfortable being obligated to those terms?
- Here are some terms that students have expressed concerns about:
  - Non-refundable redecorating fees that are used to repair normal wear and tear,
  - Terms which allow the landlord to enter the apartment without prior notice when it is not an emergency,
  - Terms which provide that certain things, such as an ordinance violation, are a violation of the lease for which you can be evicted but that you also will owe the landlord a fine for that lease violation, and
  - Terms which provide for fees for damages that do not represent actual damages, such as a percentage administrative fee for damage.
- Does the lease allow you to sublet or assign the lease?
  - Subletting: under a sublease, a new tenant enters a contract with you to rent the property, but you remain liable to the landlord. This means you could be responsible if the new tenant causes damages or does not pay the rent.
  - Assignment: with an assignment or lease transfer, your lease is transferred to a new tenant, and you cannot be held responsible for unpaid rent or damages caused by the new tenant.
  - Most leases allow subletting or assignment only with the landlord's permission and require that you find a suitable tenant to take your place. The lease may set additional terms that you must meet, such as paying a lease transfer fee.
- Is there any flexibility in the agreement? Can you request to change apartments if you have problems with your roommates? What happens if you need to end the agreement early? Is there a buyout option, or are you obligated no matter what?
- Did the landlord make any promises that are not written in the lease? If so, insist the promises be included. Oral promises made before the lease is signed are not enforceable if they are not included in the lease.
- Do you need to have a guarantor? If so, how long do you have after you sign the lease to get their signature on the guaranty agreement, and what obligations are they taking on?
- Did you get renter's insurance?