



For more information on landlord/tenant rights and responsibilities call the **Consumer HelpLine** at **272-2292**. HelpLine staff is available to help both tenants and landlords deal effectively with their problems. Sample leases and printed materials are also available.

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Consumer HelpLine

607-272-2292



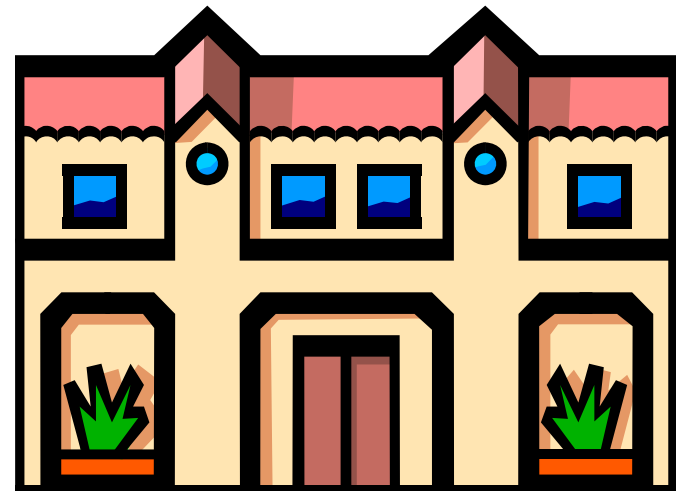
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Leases



Before You Sign The Bottom Line



Leases - Before You Sign

A lease is a written agreement between you and the landlord stating all of the key items that you and the landlord agree upon about you living in the rental house or apartment. A lease is your legal protection while you are living in that home. I should clearly describe the responsibilities of the tenant and the landlord. The lease usually includes:

- The date you move in
- The length of time the lease is in force (year or number of months of the lease)
- A description of the property you are renting (address and apartment number)
- Dollar amount of rent to be paid
- The dates the rent is due (first of month or some other time)
- How the rent will be paid (cash, check, voucher, etc.)
- The dollar amount of deposit which may be require, what it covers, and under what conditions it can be lost (first and last month rent, security deposit, etc.)
- Who pays for what—utility bills, garbage removal, repairs, cleaning, electrical & plumbing, snow removal, etc.
- The conditions under which the rent may be raised
- A statement prohibiting, or allowing, guests for an extended period of time
- Right of entry for the landlord into the rental unit (for repair work, emergencies, to show prospective renters)
- How and when your security deposit will be returned when you move out

- The conditions by which you can (or cannot) sublet to someone else
- A statement regarding pets
- The signatures of the landlord and the tenant, and the date signed

Before signing, read the lease clause by clause, and be sure you understand all the provisions. You and the landlord should inspect the unit together and note on the last page of the lease anything that is wrong and any repairs which need to be made. You and the landlord should both put your initials and the date next to any changes or additions to the lease. You should not sign the lease until it contains all the agreements made between you and the landlord. Finally, you and the landlord should each receive a copy of the lease which you have both signed.

Deposits

Here are some things to look for:

- ☞ The Cleaning Deposit - it is a separate deposit that allows the landlord to use the deposit to clean or paint the dwelling after you move. In a large number of cases, the landlord does not refund this deposit.
- ☞ The Damage Deposit - must be returned when you leave the premises unless you, the renter, caused physical damage beyond normal wear and tear or caused economic damage by failing to give adequate written notice about moving.
- ☞ The Security Deposit - is sometimes used interchangeably with the damage deposit; however, some additional complications may appear under a security deposit. For example, you may be required to rent the dwelling unit for a specified period of time before the deposit will be refunded. Read your lease carefully to see if it contains any provisions, reservations or conditions affecting the refunds of deposits.

Laws regulate how a deposit is held by the landlord or how it is to be refunded to the tenant. These laws cover items such as interest on the deposit and money damages to tenant for improper withholding.