

LEASE REVIEW GUIDELINES

By

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These tips are intended to correspond with the "standard" residential lease provided by most landlords in the Troy Area (Form T8018, published by Blumberg, Inc.)

- 1) Always review the lease carefully and come speak with the attorneys at the RPI Student Legal Services or another attorney when you have questions.
- 2) Paragraph 2 "Rent" - strike out the language "no deductions will be allowed from the rent."
- 3) Paragraph 4 "Repairs" - add a provision that states "Landlord is responsible for all other repairs and if Tenant makes repairs that are Landlord's obligation, Tenant will be allowed, upon proof of cost of repair, to deduct the same from the rent."
- 4) Paragraph 5 "Glass" - add a provision that states "Tenant is only responsible for their own (and of their guests) acts or negligence."
- 5) Paragraph 6 "Alterations" - Note your obligations under this paragraph - no alterations of any kind without written permission of the landlord. This includes adding shelves, curtain rods, or lofts. The written agreement should include whether the Tenant will remove the alterations prior to vacating the premises.
- 6) Paragraph 7 "Assignment and Sublease" - The original Tenant is, in most cases, still liable for rent. Please talk to an attorney if you plan on assigning or subleasing your apartment. The preferred way is to get a complete written release.
- 7) Paragraph 8 "Entry by landlord" - add a provision that states "Landlord to give Tenant reasonable notice prior to non-emergency entry. Entry should only be during normal business hours."
- 8) Paragraph 11 "Tenant's Default" - Read this paragraph carefully. If you vacate the apartment early, without a written release, the landlord may continue to charge you rent.
- 9) Paragraph 15 "Utilities" - Always ask if the landlord will be responsible for certain utilities (garbage, water, etc.). All landlord provided utilities should be filled in the lines provided.
- 10) Paragraph 16 "Space 'as is'" - Do a Walk through and complete a check-in sheet. If your landlord has promised any repairs prior to moving in, get them in writing.

- 11) Paragraph 17 "Tenant's Restrictions" - Any modifications to this paragraph should be in writing (example - keeping a pet in the apartment).
- 12) Paragraph 18 "Security" - add a provision that states "Landlord has 20 days after Tenant vacates to return any security deposit that Tenant is entitled to have returned." Always get a written receipt when you turn your deposit over to the landlord.
 - Renter's Insurance is suggested
 - Do not sign anything that indicates you are "Waiving Tenant's Counterclaims"
 - Execute two original copies of the lease (one for tenant/one for landlord)
 - Indicate if there are any "riders" to the lease

This set of guidelines is not intended to be a complete list of items that should be reviewed in a lease and does not replace the obligation of both parties to fully read and understand all the terms in the lease. Without consulting an attorney, it does not constitute legal advice.

If an RPI Student has further legal questions, he or she should review the *RPI Student Legal Services Bulletin* and make an appointment with the program attorneys.