

LANDLORD TENANT ISSUES



CONTRACT LANGUAGE TO BE AWARE OF BEFORE SIGNING A LEASE

Application to Lease-

When completing this form, you may think you are merely subletting an application for an apartment and may submit this form to many apartment companies. In truth, this document states that if the student is approved for an apartment, the student is required to lease the apartment. Don't sign this unless you intend to live in that apartment and never sign this at more than one rental place. Turn this application to lease into a regular application by scratching out the clause requiring the forfeiture of the security deposit if the student decides not to lease. .

Joint and Several Liability Lease-

Choose your roommates wisely when signing this type of lease. All members are legally responsible for the entire amount of the rent even if they have a common agreement to split the costs. If a landlord does not receive a portion or all of the rent, everyone on the lease will be named in the suit. In turn, the roommates who did pay their rent can sue the members who did not pay the rent. However, if they didn't pay it, it is probably because they do not have the money and therefore they will be judgment proof. If the parents of those not paying have cosigned, you can also sue the parents, as they are more likely to have the money. The main way to prevent this problem is to rent with people you trust.

THINGS TO DO AFTER SIGNING A LEASE

Once a lease is signed, you will be asked to complete a pre-inspection checklist

Make sure the post-inspection checklist is the same and therefore will accurately reflect the damage that existed at the apartment before it was rented.

In all cases, but especially if the checklists are different, write down specifics and take pictures so that existing damage is clear.

If an item in the apartment needs to be replaced because the renters damaged it, the price of the item should be depreciated to reflect the age of the item. The landlords cannot ask for the price of a brand new refrigerator if the refrigerator that is being replaced is fifteen years old.

SECURITY DEPOSIT AND DAMAGE CHARGES

A security deposit can only be withheld for unpaid rent and damage.

If you disagree with the charges, the student should send a letter to the owners and managers of the apartment by certified mail and possibly notify the Consumer Protection Agency.

The student should have a copy of the lease and refer specifically to contract language. In the case of disputed damage, if possible refer to the contract's definition of damage. Most likely wording will be vague and incomplete. The landlord is stuck with this language. This is usually not permissible:

You have the right to quiet enjoyment and the right of habitability. As owners of an apartment building, it is their responsibility to upkeep the building. They are trying to charge you for something that is their responsibility to pay for.

If this happens, you can counter sue saying your rights have been violated because of poor living conditions.

In any case that renters dispute charges or believe that the landlords are not fulfilling their responsibilities, the renter cannot just stop paying rent.

In order to show good faith to both the landlord and the courts, the money should be put in escrow. This can be done at the district justice office. The courts hold the money until the dispute is settled.

This shows that the renter has the money and will pay once the dispute is settled.