

Legal tips given on leases

(Continued from page 2B)

premises, equipment and furnishings the tenant may use.

- Precise beginning and ending dates of the agreement.
- Amount of rent, when it is due, how it is to be paid and if late payments are required.
- The amount of security deposit and conditions for its refund.
- What is required to terminate the contract (fulfill entire term AND give 30 days written notice?)
- Alterations. Can you hang posters, plants, build shelves?
- Who is responsible for maintenance and repairs?
- Who pays utilities?
- What are the parking facilities?
- What are the provisions for subletting?

• Is there a joint and several clause? This means a roommate can be held liable not only for his own share of the rent, but also for a roommate's portion if the roommate does not pay the rent or if he leaves school before the lease expires.

You can always try to change the lease before you sign it. Put in writing all oral promises the landlord made concerning, for example, special cleaning problems or changing of furniture.

Use plain, simple English. Put additions in the blank space marked "Special Provisions" and have both the tenant and landlord initial all additions and changes.

You might not want to accept such clauses as:

- The landlord or his representative may enter premises at any time without notice.
- Landlord may re-let the apartment without notice.

• The tenant is liable for attorney's fees in all litigations arising from the lease contract, including defense of landlord.

• Tenant agrees to abide by all rules and regulations made subsequent to the time of lease.

• Landlord is not liable for any injury to person, including tenant, his family or guest as a result of any cause.

• Tenant waives any defect in the building.

• Tenant is liable for all repairs to the premises.

Scratch out the clause you cannot accept, but both tenant and landlord must agree to and initial the change.

You can protect yourself as a tenant. Before you sign a lease, read and understand it completely.

Sign a tenancy agreement with your roommates. This is a short legal form to hold each roommate responsible for their share of the rent and expenses. These forms are available from Hassle-Free and at new student orientation. Do it at the beginning of the semester. It could be awkward later.

Prepare a beginning condition and inventory record. It sets the physical

level at which you assume responsibility of the unit and the base against which charges may be made against your security deposit for repairs, replacements and cleaning costs.

If the landlord doesn't provide such a form, make one yourself in duplicate. Blank forms are available from Hassle-Free. Deliver the original to the landlord and ask him to sign it. If he refuses to sign or acknowledge it, get a witness of this fact and be prepared for trouble later.

According to the State Bar of Texas, certain rules must be complied with to assure return of the security deposit.

- You must stay for the full term of the lease.
- Before you leave, give the landlord whatever written notice your lease requires.
- Give the landlord written notice of your forwarding address.
- Leave the premises in clean condition and abide by any other lease provisions regarding security deposit returns.
- You must not be delinquent in paying your rent when you move out.

• You cannot deduct the amount of the security deposit from the last month's rent payment. If you do you can be sued for three times the amount of the deposit plus attorney's fees.

• Go through the apartment with the landlord to check its condition against the "move-in" check-list. Your deposit must be returned within 30 days after you move, or you must be given an itemized description of deductions within 30 days.

You cannot break the lease without cause, and then only under the limited circumstances described in the lease. Think of the lease as an

absolute financial commitment until it expires.

If you have problems, talk to your manager. If still not satisfied, communicate with the owner. They want happy tenants.

Landlord-tenant legal questions can always be taken to the Student Legal Advisor, 306 YMCA, 845-5821. However, legal problems between student-roommates cannot be handled by this office. Referral can be made to local attorneys.

Student-roommate problems can be taken to Hassle-Free.

Small-claims court information is available from Hassle-free or from the Student Legal Advisor.

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