



**The domino effect**

Battalion photo by Michael Freed

Whether it was the wind or a poor parking job that caused this topple in the bike lot between Krueger and the commons, the result was still the same . . . they all fall down.

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OCT. 27, 28, 29

BY MURRAY SCHISGAL

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**Off campus living' Student leases detailed**

By CHRIS KLING  
Student Legal Advisor

This article is the fourth in a series focusing on the landlord-tenant relationship. Subsequent articles will cover: roommates, raising rent and forums for complaints.

A recurring problem in the landlord-tenant area concerns the right and liabilities of a student-tenant when a roommate moves out. For example, four student-tenants rent a single apartment and all four sign the rental contract/lease. Two months later one student-tenant moves out, for any of a variety of reasons. Important monetary questions then arise concerning responsibility for future rent, liability for past and future damages to the premises, and return of security deposits.

WHEN A STUDENT-TENANT signs a rental contract/lease he becomes legally obligated according to the terms and conditions contained in the written provisions of each lease. Generally, each tenant who signs is individually responsible for the full amount of rent, cost of repairs for damages and any additional sums justifiably assessed against the leased premises.

The group of student-tenants, as roommates, is collectively responsible for the identical sums. If one student-tenant moves out, the three remaining student-tenants are obliged by the rental contract/lease for the full amount of the rent. If three student-tenants move out then the remaining one is obliged to pay the full amount of rent. If one student-tenant damaged the premises and then moved out the owner could justifiably charge those remaining with the costs of repairs. The remaining student-tenants would have the right to be reimbursed by the student-tenant who caused the damage but court action may be required.

While those student-tenants remaining upon the leased premises are responsible to the owner, the student-tenant who moved out is responsible to his former roommates and to the owner. The student-tenant who vacated the premises is obligated to pay his share of the costs specified in the lease, i.e., rent, damages, etc. This obligation is owed to the owner as well as to the other student-tenants.

The student-tenant who is required to pay an additional sum because one or more roommates have moved out has a legal right to collect this sum from the former roommate. In some situations it might be necessary to file a lawsuit to enforce this legal right. However, the student-tenant's legal right should be tempered by the practicalities of the situation. The vast majority of students are "judg-

ment proof," i.e., do not have sufficient cash or own sufficient non-exempt property which could be sold by the sheriff, to pay a money judgment obtained in a civil lawsuit. So if one student-tenant sues another for his share of the rent, and wins that lawsuit, the judgment obtained probably could not be collected at the present time.

FREQUENTLY, the apparent solution to the problem is to find a replacement for the roommate who moved out. Depending upon the facts of the particular situation, such a solution may not be the best one available. Vernon's Annotated Civil Statutes, Art. 5237, prohibits subleasing or assignment of leased premises, unless the consent of the landlord, his agent or attorney is obtained first. Virtually all rental contract/leases state that the student-tenant "may not sublet or rent to other parties without written consent of the landlord." Subleasing without written consent would be a breach of the rental contract/lease and grounds for eviction of the sublessee, i.e., the replacement.

When the student-tenant is confronted with a roommate who is moving out, the best approach is to inform the manager and/or owner of the leased premises. He should request assistance in finding a new roommate, if necessary.

Some managers will allow tenants to move from one apartment to another, sign a new lease and release them from any liability under the prior lease. Talk with the manager and the Hassle Free Representative and try to work out such a solution.

THE MOST advantageous solution for the student-tenant who is moving out is to have the existing lease destroyed, with the new occupant signing the new lease, though this is rarely done. Once a new roommate is found, the manager will want him to sign a lease.

This is not a true sublease. The signing of a lease by the new roommate only increases the number of persons obligated for the rent of the leased premises by an additional person. In a true sublease situation the agreement is between the sublessor (former roommate) and the sublessee (new roommate), with the latter being obligated to the former. If the manager or owner refuses to destroy the existing lease then the student-tenant who is moving out should request permission to sublease to the new occupant. This permission must be in writing.

To be certain that each student-tenant understands the right and responsibilities of his roommates and to avoid problems later, it is advisable to enter into a roommate agreement or sublease contract.

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**Missing art is recovered**

United Press International  
HOUSTON — A federal magistrate Tuesday, set a \$500,000 bond for a Frenchman charged with interstate transportation of five allegedly stolen paintings, including one said to be a Renoir.

Harry Wachs, 45, was arrested by FBI agents Friday. Three paintings were found in his hotel room and two more were recovered later from a department store, agents said.

The paintings valued at \$100,000 were reported stolen last July by their owner, Danielle Artar of Paris.

She told French authorities she had turned 18 paintings over to Wachs for authentication.

U.S. Magistrate Norman W. Black approved Assistant U.S. Attorney Dan Kamin's recommendation of a high bond because Wachs had previous convictions.

Officials said French authorities, who sent investigators to Houston to try to determine the authenticity of the paintings, have yet to file an extradition request.

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