

# Lease Agreements & Terms



Renting a home or apartment for the first time can be confusing. The lease you sign in order to rent a property is a legal document that many first time renters are not well-versed in. Before you put pen to paper, learn about what a lease is and the terms you are agreeing to before you sign one.

## **What is a residential lease?**

A residential lease is a legal agreement between a property owner and a tenant. Remember that it is legal and perfectly normal for a landlord to require a co-signer on the lease. The agreement gives the tenant temporary possession of the property under the certain terms outlined in the lease. It is important to make sure all necessary terms are included in the lease agreement so that all parties are aware of where their responsibilities lie. The terms written in the lease should include:

- Name and address of the landlord
- Name and address of the tenant
- Length of the lease (for example, month-to-month or one full year)
- Rent amount and payment terms
- Security deposit amount
- Lease renewal terms
- Notice required to end the lease
- Person responsible for paying utility bills
- Duties of both the landlord and tenant in relation to property repairs
- Grace period and penalty for late payments

## **What is a security deposit?**

A security deposit is a sum of money paid to the property owner prior to the tenant moving in. The security deposit can be required by any landlord in order to protect him or her from any damages that may occur during the time of the lease or for unpaid rent or late fees. At the end of the lease, the landlord will return either the security deposit or an itemized list of damages and deductions taken from the deposit along with the remaining balance. To be sure this is executed, the tenant should ask the landlord for a signed letter at the end of the lease, stating that he will respond regarding the security deposit within 30 days of the tenant moving out.

## **How can I protect my security deposit?**

Documentation is essential to protecting your security deposit. Prior to moving into your rental property, take pictures to document the condition of the property at the time of your possession. In addition, provide your landlord with a written list of any repairs that he or she is responsible for making. By doing this, you will have documentation to prove the property was in the same condition when you moved in and out.

## **Can a landlord ask for a co-signer on the lease?**

In Pennsylvania, you must be older than 18 to legally sign a contract. If you are younger than 18, the landlord may require a co-signer, such as your parent, who will accept legal responsibility for the obligations of the lease with you. In a university area, many landlords require a parent to co-sign even if you are older than 18. Although it may annoy tenants, this is a normal and acceptable business practice. Many tenants who are students generally have limited personal assets, so landlords will be able to take legal action against co-signers in case students breach on a lease. Legal action for breaching a lease can be taken across state lines.

**What if a landlord does not make repairs?**

The residential lease should outline who is responsible for what types of repairs. Even if it is not written down, under Pennsylvania law, every residential lease includes the landlord's implied warranty of livability, meaning that if the tenant notifies the landlord that the property is in an unsafe condition, the landlord is obligated by law to repair the property.

**Can a tenant be evicted?**

A landlord can evict a tenant if he or she does not move out after the lease ends. During the time of the lease, however, a landlord cannot change the locks, move the tenant's belongings from the leased property, or turn off the utilities to try and force the tenant out. A landlord must go to court and use legal processes to evict a tenant.

**Can a tenant break a lease?**

Either the landlord or tenant can break a lease at the end of the leasing period. For example, in a month-to-month lease the tenant can terminate the lease at the end of the month. Some leases require the tenant to give the landlord 30 days written notice of moving. If the tenant moves out before the lease expires without giving the landlord notice, the tenant is legally liable for paying the rent for the remainder of the leasing period.

**Can a landlord increase my rent?**

There is no rent control in Pennsylvania. A landlord can increase rent by any amount, provided proper notification is given and no violations of the housing code exist on the premises. There is a one-period notice period to make any changes in the lease terms, so if you have a month-to-month rental, then the landlord must give you one month's notice. The landlord cannot raise the rent in retaliation for the tenant exercising his or her rights.

**When can a landlord access the property?**

A landlord must always have access to the premises. In emergency situations, the landlord can enter without giving notice. For routine inspections, repairs or showing the property after the tenant has given notice of moving out, a fair lease will require the landlord to give a 24-hour notice. However, many leases ask the tenant to allow access to the premises during reasonable hours on business days for showing to potential new renters.

**What is the City of Pittsburgh Occupancy Code?**

The city of Pittsburgh occupancy code states that it is illegal for a landlord to execute a lease with more than three lessees (signatures) and for more than three unrelated people to live at one property. Carnegie Mellon University students have been evicted from their living situations as a result of not obeying this code.

**What is Joint and Several Liability?**

Joint and Several Liability is an important legal term for you to be familiar with because most leases will have a joint and several liability clause. This means that one person individually can be held responsible for the rent amount for the entire lease term as well as for any damages to the property. So even if you and two other roommates sign the lease, one person can be held accountable for the whole lease if the other two people drop out. A landlord does not have to bring legal action against the tenant who failed to pay the rent or caused the damage; they may go after any tenant or co-signer they choose.