

Reviewing and Signing a Lease

Not all landlords are exactly the same, but the typical renting processes in the Lexington area are somewhat consistent.

1. Fill out an application.

- You may be charged an application fee. The landlord may check your credit history and your criminal background as well.
- Many campus area landlords require a student under age 23 to have a co-signor (typically a parent or guardian). The co-signor will be held responsible for payment of rent if the student tenant fails to do so.
- If your application is approved, you will be offered a lease and asked to sign.

2. The lease is offered for your review/signature.

- Read the lease thoroughly. Make sure you understand everything. Don't even consider signing the lease until you have had all your questions answered. Student Government (257-3191) contracts with an attorney who can review your lease with you prior to signing. Off-Campus Student Services (257-3754) is also available to review leases and provide feedback. Keep in mind that a lease is a negotiable document; as long as you and the landlord agree on the terms and both sign off on the lease, any terms can be added or removed.
- There are two basic types of leases in the campus area: 1) individual; and 2) joint and several. An individual lease typically means that you are financially responsible only for your portion of the overall rent. If a roommate leaves unexpectedly and tenants have individual leases, the landlord cannot require you to pay the former roommate's portion of the rent. Conversely, a joint and several lease means that everyone who signs the lease is equally responsible for the total amount of the rent, not just their individual portion. If a roommate were to leave unexpectedly with such a lease, the landlord could require the remaining tenants to pay the former roommate's portion of the rent.

3. Look out for common problems in the lease.

- The amount of rent, apartment address and unit number, and/or dates of occupancy are not included in the lease. If these items aren't included in the lease before you sign it, your landlord could legally raise your monthly rent payment, give you a different apartment than the one you agreed to rent, or terminate your tenancy on short notice.
- Pre-set cleaning fees. Landlords are required to provide receipts as proof of any cleaning costs that are deducted from your security deposit. Pre-set fees are a way for them to try to avoid this and potentially overcharge you. Try to get these taken out of the lease before you sign it.
- Fees for carpet cleaning or painting. Landlords can't legally deduct from your security deposit for routine carpet cleaning or painting unless there is damage beyond "normal wear and tear." They also cannot legally require that you pay for routine carpet cleaning at the end of your lease period. These fees are a way for them to do that.

- Responsibility for repairs is placed on you. Unless you've negotiated a reduction in rent in exchange for making specific repairs, landlords are generally responsible for the repair and maintenance of the structure and the supplied amenities.
- A clause allowing the landlord to add or change rules during your tenancy. If you agree to this, the landlord could change the rules to benefit him/her without your permission. Suddenly, you might not be able to have guests after 10 p.m. or use the off-street parking area. Try to get this removed from the lease before you sign it. If you're presented with a rule change during the lease, you don't have to sign it.
- Multiple addendums to a main lease. Anything you don't sign will not be legally binding. Be careful about the addendums because they can often be presented "last minute" after you've signed the main lease. Often, these addendums can contain provisions that are to the landlord's advantage. You may even be waiving some of your rights as a tenant. Make sure you thoroughly read and understand any addendum before signing.

4. Signing the Lease

- Make sure you have viewed the exact unit that you are signing a lease to rent. Initially, you may view a model unit, but before signing the lease you will want to inspect the specific unit that you will be renting.
- If you will be living with others, make sure that all the tenants and co-signors sign the lease and submit it together. You don't want to find yourself in a situation where you sign and submit your copy of the lease and later discover that none of your other roommates and/or co-signors submitted their copy. With a joint and several lease, you could be held responsible for the total rent amount for the entire lease term. With an individual lease, you could have strangers placed in the rental unit with you.
- Once all documents have been signed, get a copy of everything for your records.