

What else should you know about a lease? Whit Waide, an attorney, who is an MSU instructor, has some advice to offer...

## ENTERING INTO A LEASE

by Whit Waide, MSU Student Counsel

When signing a lease, realize that you are agreeing to what is essentially a contract; a contract that bestows upon you a temporary property interest in the dwelling you lease. With a contract comes real world obligations. The failure to live up to your end of those obligations will mean the potential for legal troubles from which you will not easily - or cheaply - emerge. Contracts simply are promises that the courts will enforce if one side does not fulfill their obligations under that promise. Meaning that if you sign a lease for a year, then decide after three months that you simply don't like living there, move out and stop paying rent, then you can be sued for the outstanding rent and other damages.

Of course, the landlord has obligations to you, as well. These should be written in the lease. Understand that the landlord's obligations are usually of a significant nature -- relating primarily to maintenance of the property in a manner that is suitable for basic human habitation. A landlord's refusal to fix a gaping hole in your roof through which raccoons invade your kitchen and steal all your snacks is significant. A landlord's refusal to paint your walls green because you think green is prettier than brown is not.

A good rule of thumb is this: if there is something you think the landlord should be doing that he is not doing, advise him of your complaint ON PAPER, i.e., write him a letter detailing your concern and politely ask him to fix it. In the letter, you should point to the specific provision of the lease that you think the landlord is failing to address. DO NOT simply stop paying rent and move out because you get in a foul mood over your blinds being broken or your freezer not keeping your food items frozen enough. Throwing a hissy fit and doing something rash because you don't get your way does not relieve you of real world obligations, and probably will get you sued.

It is difficult to give blanket, one-size-fits-all legal advice with regard to leases. All leases are different. The main thing you should realize is that you are doing real-world business when you sign a lease. In the real world, there are consequences that can be expensive and could follow you around for a long time if you fail to adhere to your end of the deal. Rule No. 1 in entering into a lease, before you sign anything, is to actually READ the lease. Every single word. If there are things in the lease you don't understand, ask the landlord to explain them -- or ask that the language be changed to something that makes sense to you. Feel free to have an attorney look at the lease if you are uncomfortable with it.

If there is something you would like to appear in the lease but does not, it is not at all improper to ask the landlord to consider adding the provision or provisions you request. The landlord is not required to add those provisions, though. Be very mindful of the words of the lease. Vague contractual language may not always work out in your favor. The entire agreement should be clearly spelled out on the lease document itself. Never rely on handshake agreements to things outside the lease document. A provision any college student lease should include is language allowing for subleasing of the property. Given the nature of college student schedules, the ability to sublease the apartment is extremely important. You never know what might come up. Some examples include students who decide to study abroad or take an internship elsewhere for a semester. Some landlords refuse to sublease. You need to resolve the subleasing question before you ever sign the lease.

It may also be a good idea to take some pictures of the property, inside and out, before moving in. This gives you a record of the condition of the dwelling before you move in so that you will not be blamed for any damage that existed before you moved in. If there is significant damage, you should request that it be fixed before you move in. The slightest damage to the property could mean that your deposit won't be returned at the end of the lease -- and you don't want that to happen if the damage was done by a previous tenant. Many leases clearly define the types of damage that could result in forfeiture of your deposit. That may be something to consider adding to a lease that does not already contain such language.

Understand, too, that with a lease comes a property interest on your behalf in the dwelling. Landlords do not have an unfettered right to access your property whenever they so choose -- even though they are the owners of it. The instances when a landlord can enter the property should be included in the lease. Most landlords will seek permission from the tenant before entering the property for repairs, maintenance, etc. Landlords also have a right to enter the property if they think you are breaching the lease provisions or doing something illegal inside the dwelling.

When your lease has expired, you should send a letter to your landlord making a formal request of return of your deposit, and providing him with a mailing address where your deposit may be mailed. (Provided, of course, you haven't caused significant damage to the property.) Sometimes landlords can be a bit slow in returning deposits that are owed. By all means keep a copy of your lease on file, and some record of the monthly rent payments. In any real-world business transaction, good record keeping can save you a lot of headache and expense later should some dispute arise on a contract.

Finally, be a good tenant. Take care of the property as if it were your own. Pay your rent on time. Be a good neighbor. Be polite when dealing with the landlord -- even if he is a jerk. The old adage "you can catch more flies with sugar than with vinegar" is as true in business as it is in life.

Should you wish to contact Waide for legal advice, you can make an appointment through the Vice President for Student Affairs' Office at 662-325-3045.