

## Off-Campus Living

### Leases Transcript

Leases are legally binding documents and should be read carefully before signing. Oral leases are also legally binding, although harder to prove in court. Putting your lease in writing protects you and the landlord by defining rental terms, rules, and expectations.

Things that should be in the lease include:

- The amount of rent and due date
- The length of the rental period
- Apartment number or house address
- If a community requires any security deposit and what the amount and return date would be
- Who is responsible for paying utilities and initiating/disconnecting city services
- Who is responsible for repairs
- Whether reletting is allowed, and under what terms
- When a landlord may enter your rental unit
- Any additional fees or charges
- Whether the community is pet friendly and what fees are associated with pets
- Overnight guest policy
- Penalties for lease violations
- And whether apartment is leased by the unit or by the room

Make sure you read the lease thoroughly and get legal advice on any parts you do not understand or that concern you. Student Legal Counsel is available to any NAU student on the Flagstaff campus, including grad students! It's a service funded by student fees and provided by ASNAU to assist you with issues of legal nature. You can make an appointment to speak with your Student Legal Counsel at the ASNAU office in the University Union.

#### [Student Legal Counsel](#)

Now, let's talk about different types of leases. First are the apartment/house and individual leases. With an apartment/house lease, you are signing a lease for the whole apartment or house. The pros about signing a lease for the whole apartment or house is that you control the apartment or house and who lives there. The cons are that you are liable for the entire rent even if one of your roommates is on the lease and does not pay their share. Your property manager can and may hold you responsible for the entire rent.

With an individual lease, you are signing a lease for your specific bedroom. Many student housing complexes lease this way. The pros about signing an individual lease is that you are responsible only for your rent. The cons are that the property manager may control who your roommate(s) will be.

There are occupancy limits depending on local and state laws.

## Fixed-Term vs. Month-to-Month Lease

Other popular leases include the fixed-term lease and the month-to-month lease.

The fixed-term lease is for a specific length of time. Some fixed-term leases run for the academic year or the calendar year. The advantage of a fixed-term lease is that you are guaranteed the apartment and rental rate for the duration of the lease. Unless otherwise noted in the lease, you will be responsible to pay the property manager for the entire duration of the lease including summer and breaks, even if you vacate early. Most student housing complexes lease this way.

With the month-to-month lease, both you and the property manager have the right to terminate the lease at any given time, as long as one gives proper notice to the other party. Notice usually must be given at least 30 days before the next rent payment is due. The advantage of a month-to-month lease is that it gives you more flexibility to move out if you need to. On the other hand, this type of agreement automatically renews on a monthly basis and a property manager has the right to raise the rental rate (after giving you appropriate notice).

## Terminating a Lease Early

Tenants are legally responsible for rent until the premises are re-rented or the lease has expired. A voluntary early termination of a lease can occur at any time if the property manager and the tenant mutually agree to such termination. However, early termination is not always an option offered by property managers. If this is the case and you still are moving out, you could either continue to pay rent or work out a lease reassignment or relet agreement, if allowed.

- Reletting is the process of terminating the original lease with you as a tenant and bringing in someone new. The new tenant is now the leaseholder and you would no longer be responsible for the lease.
- In some cases, subleasing may be permitted by your landlord as an option to share responsibility for the lease with a new tenant. In this instance, the new tenant is listed on the lease as the primary leaseholder, but you remain a responsible party on the lease agreement. This option carries with it a significant amount of risk as you remain on the contract and are equally responsible for any financial obligations or damages.

This process can occur only with landlord approval, and the tenant would be responsible for finding a new tenant and for the associated relet fees. If you find yourself needing to terminate your lease early, it is strongly recommended that you first communicate with your landlord and seek legal advice.

## Eviction

The final tip we want to share is that being evicted is NOT a good way to get out of a lease! If you are evicted, that eviction goes on your credit and rental record and may make it difficult for you to rent or get credit in the future. If an eviction takes place, the tenant is responsible for paying all associated fees, which could include rent, eviction costs and attorney fees, which significantly increase the debt.

Before we end, let's talk about some legal terms you need to know:

**Civil:** Non-criminal legal matters generally relating to the rights of private individuals. Most housing disputes are handled in civil courts rather than criminal courts.

**Constructive Eviction:** This takes place when a landlord makes a property unlivable or unusable for the original purposes in which the lease was signed. Get legal advice before moving out due to unacceptable conditions. The situation must meet certain requirements, and there are specific steps that you must take.

**Default:** Failure to fulfill a legal obligation such as making a required appearance at a court case or paying the agreed upon rent amount - this is a lease violation that may show up on your credit and rental record, making it difficult to remedy the situation. This could affect your ability to rent an apartment in the future.

**Deposits and Fees:** Before signing your lease, you should review what deposits and fees are required by the property. For example, some properties may require a refundable security deposit or first and last month's rent. It's always a smart practice to keep receipts for all deposits and fees paid, and to have in writing the details of the deposit or fees. Oftentimes, your security deposit will be used to cover any damages, charges or unpaid rent at the end of the lease before being returned to you within 14 business days of the lease end date.

**Mitigate:** Making compromises to avoid legal action.