

Before You Sign a Lease and Move In Review Checklist

From Your Friends at Student Legal & Mediation Services

Preliminary Items

- Is the landlord's name correct?
- Is the tenant's name correct?
- Is the owner's name and address in the lease (it's not required to be in the lease)?
 - Is the owner's name and address posted in the manager's office?
- What is the lease term (i.e., months/start-end)? Is this correct?
- Is the property description correct?
- Is the amount of monthly rent correct?
- How is "rent" defined (i.e., does it include utilities or are those separate?)
- When is the rent due?
 - Are there late fees/grace periods?
- Are deposits required and are they correct?
 - Are deposits refundable?
- If a security deposit is required, does the landlord provide contact information and procedures for requesting its return?
- Are fees required (e.g., an application fee)?
 - Are any of these fees refundable?
- What are the accepted payment methods?
- Is parking included in the rent?
- Does the landlord require a guarantor?
 - Is there a separate guarantor agreement?
 - Does the guarantor agreement state that it can be revoked or canceled?

Occupancy

- Who is allowed in the unit/room?
- What is the guest policy?
- Does the lease contain "joint and several" language relating to utilities and damages?

Utilities

- What utilities are included/provided by the landlord?
- What utilities are the responsibility of the tenant?
- How are "common" utilities calculated (i.e., shared by roommates)? Access to records?

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That's okay; please identify those concerns and ask the owner and/or leasing manager about them.

Insurance

- Does the lease require renter's insurance?
- If "renter's insurance" is provided by the landlord, is it for the benefit of the tenant or the landlord?
- Even if not required, consider obtaining true renter's insurance from an insurance company of your (the tenant's) choosing. This type of insurance is typically inexpensive and can help to protect the tenant's personal property against damage or loss. Review the insurance policy for coverage and costs.

Decorations

- Does the lease allow you to decorate your room?
 - If so, what are the limitations (e.g., paint, artwork, small holes in the wall)?
- Does the lease define "normal wear and tear"?

Pets

- Does the lease allow you to have a pet?
 - If so, is there a pet deposit? Is it refundable?
 - What restrictions does the landlord place upon the pet?
- What amenities are available for your pet (e.g., an area for a dog to run)?
- Does the apartment show care for pets and their owners (e.g., is pet feces in hallways?)

Accommodations

- Do you need an accommodation under state or federal law?
 - If so, what notice is required under the lease?
 - Make a request for a reasonable accommodation as soon as possible.

Default

- What does the lease describe as conditions of default?
 - Is there an opportunity to cure?
- What are prohibited activities (e.g., noise or illegal activities)?

Renewal/Termination

- What is the deadline, if any, to announce renewal or termination? Where do you send the notice?
- Financial consequences for renewal?

Right of Entry

- What is the landlord's right of entry?
 - What advanced notice must the landlord provide?
 - How can the notice be provided (e.g., in person, text, email, phone)?

Maintenance/Repairs

- What is the procedure to notify the landlord of a maintenance request?
- Has the landlord supplied a mail/email address for maintenance requests/notices?
 - What about emergency repairs? Is there an emergency contact number provided?
- Will the landlord provide pest control? If so, how often?
- Does the tenant have maintenance responsibilities (e.g., replacing air filters on a schedule, replacing smoke detector batteries?)
- Does the property advertise a shuttle bus to and from campus?
 - How often is it broken and out of service? How long does it take to repair?
 - If it is inoperable, what contingency plans does the landlord have to transport to and from the campus and the apartments?

Community Rules, Policies, and Standards

- Does the landlord have community rules/policies/standards?
 - Will the landlord supply those to you before you sign the lease agreement?
 - How often are they enforced? What happens if they are not enforced?

Legal Rights

- What legal rights of yours, if any, does the lease infringe upon (e.g., class action suits, the right to a jury trial, required arbitration of disputes, or requiring you to pay the landlord's attorney's fees)?
- Does the lease contain required and/or fixed cleaning fees at your move out?

BEFORE SIGNING THE LEASE

- Go to the property during the day and in the evening on several days:
 - Is there adequate lighting?
 - Is there adequate parking?
 - If there is a gate, does it work properly?
 - What is the noise level on and around the property?
- Ask the management about processing repairs.
 - How many full-time maintenance employees does the property have?
 - How often is the online maintenance portal down?

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- How long does it take management to respond to a maintenance request?
- How long does it take management to complete repairs?
- Ask if the property has a safety/security officer on the premises 24/7?
- Review the property by online reviews (e.g., Google, Apartmentratings.com)
- What type of criminal activity is on and around the property? (Note: crime statistics may be difficult to interpret, and criminal activity may not be attributable to the owner/manager) (e.g., Spotcrime.com)
 - Are registered sex offenders on or around the property?
(<https://publicsite.dps.texas.gov/SexOffenderRegistry>)
- Has the landlord paid property taxes? (Search by address in the local appraisal district website)

AT MOVE IN

- Take photos of the condition of the property at move in (from tops of ceiling fans to the baseboards, inside cabinets and drawers, blinds, stains on carpet, discoloration in bathroom, paint chip/discoloration, etc.).
 - Did the landlord provide a “move-in condition/inventory form?”
 - How long do you have to complete it?
 - Keep a copy for your records and note when you turned it into the landlord.
 - Are there bedbugs?
 - Send a written communication to the landlord about things that do not work, have scratches/holes/tears/stains, etc.
- Check that all water, drawers, and appliances work correctly (e.g., there is warm water, electrical outlets work, stove burners operate, microwave works, heat/ac, fans).
- Security Devices/Locks
 - Is there a window latch on each exterior window of the dwelling?
 - Is there a doorknob lock or keyed deadbolt on each exterior door?
 - Is there a sliding door pin lock on each exterior sliding glass door of the dwelling?
 - Is there a keyless bolting device and door viewer on each exterior door of the dwelling?
 - Have the key-operated locks on exterior doors been rekeyed or changed between a change in tenants?
 - Is there at least one smoke detector in each bedroom? Is it operational?
- Turn in a “move-in condition form” and/or maintenance requests at move in.

- Keep all communications with the landlord/management/roommates backed up and in a safe place where you can get them later (photos, emails, text messages, proof of phone calls).

ROOMMATES

- Have a discussion before you move in. Consider these items:
 - What are your values (guests, pets, quiet hours, room temperature, cleanliness)?
 - How and when are utilities and rent paid (who collects the money, who pays the landlord, what receipts are provided, what happens if someone does not pay)?
 - If a roommate leaves early or breaks the lease, what do the rest of the roommates do?
- Consider a roommate agreement (<https://www.shsu.edu/dept/student-affairs/legal/docs/Agreement.pdf>)
- If there is a disagreement that can't be resolved easily, consider mediation (<https://www.shsu.edu/dept/student-affairs/legal/mediation.html>)

OTHER THOUGHTS

- Be a good tenant: avoid loud noises, illegal activity, pay rent on time.
- Keep proof that you paid rent on time (either a screenshot from a portal, a written receipt from the landlord, a canceled check, or a credit card statement).
- Feel confident trying to negotiate lease terms but recognize the landlord may not negotiate.
- Avoid high-pressure sales techniques when you are asked to sign a lease or a renewal. Stay calm; take a breath; ask questions like, "Why the rush?"
- Ask friends and other students about the quality of life at the rental property you are interested in.
- Make requests for repairs in writing that are traceable.
- Near move out, provide a forwarding address for a return of your security deposit if you provided a security deposit to the landlord.