

Lease Checklist

Are there any provisions that are underlined or printed in large or bold type?

(Note questions that you want to ask the landlord for comments.)

These provisions are likely to be very important and can affect legal rights the tenant might otherwise have. Some leases ask the tenant to waive certain rights. To waive something means that you are giving up a right that you may have. You are advised to cross out some clauses that seem unfair. If the landlord does not agree to removing this provision, you might wish to shop around until you find a landlord with whom you can come to an agreement.

What is the term or length of the lease?

- What happens when the original term of the lease ends?
- Is the lease automatically renewed?
- For how long?

How much notice must the tenant give in advance to end a lease?

Where no term is specified, the landlord and tenant have a month-to-month tenancy. This means that either can give one-month's notice to end the lease.

Who pays for these utilities:

- Water
- Sewer
- Phone
- Garbage Pickup
- Electricity
- Natural Gas ?

How much is the rent? _____

Can the rent be changed at any time during the lease? Yes No _____

Are there any restrictions on refunding your security deposit? _____

Is there a nonrefundable cleaning fee or other charge? Yes No _____

What day of the month (week) is the rent due? _____

Is there a late charge, and how is it calculated? _____

Who is responsible for repairs? _____

Unless the lease says otherwise, in Texas the landlord has no duty to make repairs unless there are conditions that materially affect the physical health or safety of the ordinary tenant. YOU MUST PAY EVEN IF THE LANDLORD HAS NOT FULFILLED HIS/HER CONTRACTUAL PROMISES TO YOU! Even if the landlord has promised to make repairs and fails to do so, you must still be current in your rent, or you will lose many of your legal rights. Also, normally the landlord is not responsible for damages created by the tenant or the tenant's guests. There is a specific process to follow in requesting repairs and maintenance work. This process must be followed precisely.

What house rules and regulations must be followed? _____

- Are pets allowed? _____
- Is there a pet deposit, and is it refundable? _____
- Can you have a waterbed? _____
- Can you redecorate? _____
- Can you make physical changes? (shelves, etc.) _____

- Who owns any changes like shelving units? _____
- Must all names of the apartment occupants be listed on the lease? _____

Can you sublease the apartment? Yes_____ No_____

Restrictions _____

Unlike most states, in Texas you do NOT have the right to sublease unless the lease says so or unless the landlord gives you permission. (Usually written permission is required.)

Are there other provisions that you need to ask questions about?

IMPORTANT: Is there any word, phrase, or sentence you do not understand?

Find out what the word, phrase, or sentence means before you sign the contract. It is perfectly okay not to know some of the legal words or jargon. If you need to, ask the Attorney to Students for help.

Did you keep a signed copy of the lease for your files? _____

Substantially reprinted from: Ordway, N. and Sandler, J. M. The Landlord's and Tenant's Guide, Report No. TRERC-1184-IM-458, College Station, TX. Texas A&M University, Texas Real Estate Research Center, 1984.