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Renter information: leases

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Quick Facts

- A written lease protects the tenant and landlord by setting up rules that each is expected to follow.
- If a renter is presented with unclear clauses in the lease, rewrite in clear, precise terms.
- The lease should specify who is responsible for all types of repairs, including appliances, plumbing, heating, wiring and external building repairs.
- The lease should determine the renter's right to sublet, landlord's liability for damages, rules of behavior, landlord's right of entry, procedures for eviction, and information on damage deposits and promissory notes.

Most landlords require a tenant sign a lease. A written lease protects the landlord and tenant. It protects the tenant from eviction on short notice, increases in rent and changes in rules during the lease period.

A written lease sets up rules that both tenant and landlord are expected to follow. If the rules are broken by one party, the lease may be ended by the other party.

Before signing a lease, a tenant should:

1) be certain the lease includes the amount of rent per month and indicates who is responsible for utility payment;

2) be sure the lease tells the length of the rental period;

3) see whether there is any damage deposit specified and the amount is stated;

4) see that the lease indicates who is responsible for repairs;

5) get in writing any repairs that will be done by the landlord;

6) get a copy of rules of behavior, if any;

7) find out if subleasing is allowed.

Lease Terms

If a renter is confronted with a lease that contains any of the following clauses, the renter should attempt to rewrite or delete them from the lease. Simple revisions can be inserted in ink and initialed by landlord and tenant.

1) **Accepting of premises.** If the lease states that the renter accepts the premises "as is" or in the present condition, then the renter has no way to force the landlord to fix or correct any defects that the renter may notice during a tour of the apartment.

Promises by the landlord or manager to clean up or make repairs should be in writing. Otherwise, if repairs are not made, there is nothing the renter can do. A written promise to repair also proves the damage was there when the tenant moved in and was not caused by the tenant.

If there is a lease clause that says, "Tenants acknowledge that the premises are in good order and repair at this time," this should be rewritten to read: "Premises are in good order and repair except the items listed on attachment A." A damage sheet then should be attached.

If the lease allows a list of damages to be attached at the beginning of the lease period (or provided within a period of time) the renter should make sure the list is provided and complete. If no list is provided, the renter accepts the premises as is.

2) **Duty to repair.** Every lease should state who is responsible for repairs done during the term of the lease. If nothing is stated, the tenant may suddenly find at the end of the term that the damage deposit is expected to cover a job that the renter assumed was the landlord's responsibility.

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[1]*Original text by Colorado State University Student Legal Services and Alice M. Morrow, former Cooperative Extension faculty. Reviewed by Judy McKenna, Cooperative Extension family resource management specialist and associate professor; and Office of Renter's Information, Student Legal Services (6/89)*

If a lease clause says that "The tenant agrees to keep improvements upon said premises—including sewer connections, plumbing, wiring and glass—in good repair at the expense of the lessee (renter). . . to keep the cesspool, greasetrap and ashpits clean," it should be rewritten to read: "Landlord shall be responsible for necessary repairs to the sewerage, wiring, plumbing and appliances, unless such damage is caused by the negligence of the tenant."

3) **Right to sublet.** Subletting is when the renter finds someone to take over the lease (the renter re-rents the premises). A lease may state that a tenant has no right to sublet or assign the lease, that a tenant can sublet, or that a tenant can sublet only with permission of the landlord. The lease should indicate if subletting is allowed.

If a tenant rents an apartment and later plans to get two roommates to share the apartment, this may be considered subletting. In this case, the lease either should allow the tenant to sublet, or indicate that the apartment may be occupied by three people. If the lease does not say this, roommates may be a violation of the lease and reason for the landlord to terminate the lease.

4) **Landlord's liability for damages to the tenant.** Some leases include a provision that states the landlord is not responsible for injury to the tenant or damage to the tenant's property from any cause, even if the cause was a defect in the building or some negligence by the landlord.

For instance, a leaking pipe causes water damage to a tenant's books or records. If the owner is at fault, a tenant still may be able to recover damages in a court suit, regardless of what the lease says. However, when the amount in question is small, most tenants will read this type of clause and read no further.

If a lease clause reads, "The landlord is not responsible for damage to the tenant's property or personal injury from any cause whatsoever," then add the words "unless such damage was caused by the negligence of the landlord."

A renter should obtain a tenant's insurance policy to protect the value of personal belongings from such damage as fire, theft, etc. The tenant also should have liability insurance for personal injury. This insurance pays damages if, for example, the tenant's dog bites someone or a visitor falls down a stairway.

5) **Rules of behavior.** Leases may include rules of behavior such as "no pets" and "quiet after 10 p.m." Rules should be written clearly and known by the tenant in advance. A list of rules should be attached to the lease.

If a lease clause reads, "Tenant agrees to comply with all printed regulations now made or subsequently furnished," then delete the words "subsequently furnished."

A tenant should know whether there is a charge for overnight visitors. A tenant also should know when the landlord may enter the apartment and whether advance notice is necessary.

If a clause reads, "Landlord reserves the right to enter the premises under reasonable conditions for the purposes of official business," it should be rewritten to protect the tenant's privacy. Include a definition of the terms "official business" and "reasonable condition" and add "with advance notice to, and consent by, the tenant except in the case of emergency."

6) **Procedures for eviction.** Colorado law requires that a landlord go through certain procedures if a tenant does not vacate the premises voluntarily. The court suit, known as forcible entry and detainer, gives a tenant the opportunity to be heard in court and argue that he or she is still under the lease.

Some leases sound like the landlord is going to come into the apartment and eject the tenant forcibly, but no lease may eliminate the tenant's right to a court hearing.

In Colorado, the sheriff may bodily remove a tenant and belongings, but only after a court case has been won by the landlord. (For more information, see Service in Action sheet 9.905, Renter information—evictions and landlord liens.)

7) **Damage deposit.** If a damage deposit is to be paid, the amount should be described in writing. A security deposit, pet deposit, or cleaning deposit is still a damage deposit and will be treated as such by Colorado law. (For more information, see Service in Action sheet 9.903, Renter's information—security.)

Legal Age—18

Colorado law provides that a person 18 years or older can enter into legal contractual obligations, be legally bound to the terms of the contract, and can sue or be sued.

The rental lease is a contract. Read the lease thoroughly before signing. The renter should understand his or her rights and responsibilities.

(This material should not be used as a substitute for seeking needed advice from attorneys and other qualified advisors.)