



Before You Sign That Lease ...

The most important thing you can do to avoid hassles with your house or apartment is to get started on the right foot. Many problems can be avoided if you do a few things before you agree to rent, put down a deposit, or sign a lease.

Look over the outside of the building. Are the stairs, outside walls, roof, sidewalks, and grounds around it in good shape? Do the buildings need to be painted? Do the apartments have enough parking spaces? If there is a

laundry room for all of the residents, look it over. Inspect the swimming pool. Find out what the neighbors are like and what they say about the landlord. Ask whether they ever had something that needed to be repaired by the landlord. Was it fixed quickly? Have they ever had any disputes with the landlord? Do they have roaches? Has anyone in the area had any problem with vandalism, burglaries, rapes, muggings, or other crimes? What is the area like at night? Are the grounds well lit?

Never sign a lease or even put a deposit down on an apartment or house until you have seen the exact place you will be renting. Some apartment complexes will show you a model apartment. Often, the apartment you actually get will not be as nice as the model. When you inspect the place you may rent, look it over carefully. Make sure the place does not smell bad. This could signal mildew caused by roof or plumbing leaks. Make sure the stove works. Check the refrigerator. Turn on the dishwasher. Check the garbage disposal. Turn on the water faucets and make sure the hot water works. Flush the toilet. Test the heating and air conditioning units. Open all of the cabinets and drawers in the kitchen and bathroom. Look for signs of insects or rodents. Look carefully at the carpet. Check around the windows. Are there any signs of leaks or water damage? Does the house or apartment have working smoke detectors? Test all of the lights.

Carry a pen and paper with you. Make a list of anything that is damaged or that needs repair. Take a copy of your list to the landlord and ask to have all the items repaired. Be sure to keep a copy of this list yourself. If the landlord promises to fix the items, get the promise in writing (or, better yet, refuse to sign the lease or give a deposit until the items are repaired to your satisfaction).

Finally, it is wise to check out the landlord before you agree to rent or put down a deposit. If the city has a tenant association, better business bureau, or consumer protection agency, call and find out if other people have complained about the landlord, complex, or management company. Ask if the landlord owns any other rental properties. If so, check into those too.

This article was excerpted from the *Tenants' Rights Handbook*, which was prepared as a public service by the Texas Young Lawyers Association and revised by the State Bar of Texas Public Affairs Committee and Texas RioGrande Legal Aid. For more information, visit www.texaslawhelp.org. To order or download the handbook in its entirety, visit www.texasbar.com/pamphlets.

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The Lease And Important Provisions

The importance of the lease cannot be overemphasized. Your basic rights and duties, as well as those of your landlord, will be found in the lease. If you violate the lease, the landlord may have the right to ask you to move and hold you liable for future rent payments and other damages. Many people sign the lease without carefully reading it. Often the lease consists of a long form, which the landlord will say is the "standard" form that everyone signs. Do not sign a lease until you have read it and feel you understand it. A lease is valid as soon as you sign it, and you usually cannot back out if you change your mind.

You can modify a lease before you sign it. The law permits you to make almost any change in the terms of the lease, as long as the landlord agrees to the change. Do not be afraid to propose changes in the lease. Make the changes in ink and make sure that you and the landlord initial the changes. Do *not* leave the manager's office without a copy of the final lease agreement. If you get into a dispute with your landlord, you will find it difficult to rely on verbal promises that have not been put in writing. Both you and your landlord should sign and date all pages separate from the lease agreement. If you have agreements about pets, replacing the carpet, painting the walls, or who pays the utilities, such agreements should all be stated clearly in writing. Anything you want fixed, replaced, or repaired should be requested in writing. It would be wise not to rent from a landlord who will not put the agreement in writing.

Lease Time Period and Month-To-Month Leases

Normally, a written lease will last for a fixed period of time, typically six

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months or one year. The advantage of having a lease with a fixed term is that it protects you from rent increases and changes in the terms of the lease during that time. The landlord has the advantage of being assured they will receive rent for that period.

One disadvantage of having a long-term lease is that you are obligated to the terms of the lease for the entire lease period, unless the landlord substantially violates the lease or agrees to let you out of the lease.

If you never had a written lease agreement or your written lease has expired, you are probably a month-to-month tenant. A month-to-month lease continues from one month to the next, as its name implies, until either you or your landlord gives a one-month advance notice of termination. (If you pay rent weekly, then you are a week-to-week tenant and only one week's notice is required.) No matter who terminates the lease, you should always keep a copy of the notice of termination as proof. ☆




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