

SIGNING A RESIDENTIAL LEASE: WHAT SHOULD A TENANT LOOK OUT FOR?

Cynthia Millett – February 2010

Have you found the perfect apartment? Are you ready to sign on the dotted line? Here are a few items to be mindful of before signing the lease.

What are my costs and responsibilities?

You will be responsible for the rent and the utilities used on the premises. Some rentals are inclusive of utilities, but you should check which utilities are included i.e. the cost of replenishing the water tank should the tank run dry. Additionally, there will be obligations to paint and repair the premises. These should be limited to keeping the internal parts of the premises in a clean and good condition, together with the furnishings therein. You should avoid having to paint the premises at the end of the lease term, except where the damage is caused as a result of your actions, as this is a considerable obligation on you in both time and expense. The landlord will be responsible for the payment of the service charge and the Land Tax, and should be responsible for keeping the premises in good repair and condition. You should always inspect the premises prior to signing the lease and agree in writing with the landlord any pre existing damage. This will avoid any dispute at a later date as to who is responsible for the said damage.

Do I have to pay a deposit?

Most landlords will require the tenant to pay a deposit, which is usually one month's rent. The purpose of the deposit is to cover any damage you or your guests may cause to the premises, which is beyond the ordinary wear and tear of the premises. If you do cause damage to the premises, then this will be deducted from the deposit at the end of the lease term.

What amenities come with the property?

You should check the terms of the lease to see whether you have the right to use the swimming pool, communal grounds, and garage or laundry facilities, either exclusively or in common with the other occupants of a condo complex, if applicable. If such amenities are not specifically referred to in your lease, you will not have the right to use them.

Are there any restrictions?

Many landlords have restrictions on pets and rules and regulations for the sake of good estate management. If you are renting a condo, the landlord should provide you with a copy of the rules and regulations which accompany the condo. If you have a pet, you should obtain prior approval in writing before signing the lease.

Can I get out of the lease early?

You will only be able to end the lease early if there is a specific provision in the lease allowing you to do so. Otherwise, you are bound by the terms of lease until either the lease comes to an end or upon a replacement tenant being found, unless the landlord agrees to unconditionally release you early from the lease.

Fixtures and fittings

Whether you are letting a property furnished or unfurnished, you should always have a list of the fixtures and fittings provided by the landlord for your use, such as a fridge, washing machine, table and chairs, etc., which came with/annexed to the lease. This will avoid any potential dispute at a later date as to what fixtures and fittings should be in the property. If you remove or damage

any of the said fixtures or fittings, the landlord will usually have the right to deduct the cost from your deposit.

Do not sign a lease on the spot

Do not be afraid to ask your landlord questions, negotiate the terms of the lease or seek legal advice when reviewing the terms of the lease. If there is anything you do not understand or you are not satisfied about, do not sign the lease. Once signed, you are legally bound by the terms of the lease and there is no changing your mind. If you agree amendments to the lease, these must be incorporated into the lease prior to you signing. Otherwise, they will not form part of the lease.

It is best to always read the lease and make sure you are fully satisfied with the terms therein before signing.

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