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Don't Sign That Lease Yet

By dan the roommate man

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You're being transferred to a new city in another state for a position that you start in exactly two weeks. You fly to your new hometown to select an apartment. You have exactly two days to make a decision and sign a lease, so when, after much searching, you find a vacancy in a relatively decent property, you're anxious to sign when the lease is placed in front of you. Resist the urge. As mentioned in previously in our report "Avoiding Tenants' Tribulations," wearing rose-colored glasses can easily fool you into believing that your best interests as a tenant will be protected. Your desire to find a home and wind up what can be an exhaustive search process can push you into signing on the dotted line before you've read and understand all of the fine print of your lease.

What's the purpose of a lease, aside from your agreement to pay your rent each month and maintain your apartment in good condition? For starters, the responsibilities of your landlord are clearly outlined in this contract, so it's obviously in your best interests to read the lease carefully. If you're ignorant of the lease terms, you could find yourself blindsided several months later when your landlord holds you responsible for damage or other breach of lease, and subsequently asks you to move out. What if your employment situation changes five months into your 12-month lease, and you've got to move before your lease expires? Your lease will outline your financial obligations should you need to back out for any reason.

Some leasing offices and landlords will place a lengthy, "standard" document in front of you and downplay its terms — not necessarily to dupe you, but rather in an attempt to save you time and allow him or her to move on to other prospective tenants waiting in the leasing office. Don't feel pressured; instead, move off to the side, allow the leasing agent/landlord to accommodate other visitors to the office, and continue reading the lease until you understand all of its terms. You may have signed many leases in the past, leading you to believe that they're all the same. They're not. Once you sign the lease, you're usually locked into its terms. You'll want to find out before signing what the consequences will be if you change your mind before moving day (will you get your full deposit back?).

Many consumers don't realize that under the law, they're entitled to request changes to the lease before signing it. In fact, consumers may request any modification they please, so don't be afraid to

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propose any changes to its terms. If the landlord agrees to your terms, make sure that he or she makes those changes on the lease itself (in ink, not pencil) and writes the date and his or her initials beside them. And don't leave the leasing office without a copy of the modified lease. Verbal promises will never hold up in the event that you have a disagreement over lease terms with your landlord in the future, or if only your landlord had a copy of the modified lease (or if changes were made only in erasable pencil).

If you agree to lease the unit only in the event that the landlord or management company replaces the unit's carpeting, fixes the bathroom sink, allows your pet to live with you, includes a washer and dryer as part of the deal or other conditions, again, get it in writing with the date of signature. If the landlord refuses to put your verbal agreement in writing or claims a sudden attack of carpal tunnel syndrome which prevents him from writing, the red flag should be raised in your mind. Take your business

elsewhere.

If it's too late — you moved into your unit without getting verbal agreements in writing, and now you find yourself making repeated requests for maintenance or other repairs that are never performed — many real estate law experts agree that threatening to withhold payment on your rent isn't a good idea. There's a good chance your landlord will win in court if you withhold payment without a signed agreement preserving your right to do so. In addition to facing stiff monetary penalties, you could find yourself evicted from your apartment and out on the street. In fact, the State Bar of Texas states that tenants who use their deposits as rent when their leases did not state they could do so can face monetary penalties of up to three times the amount of rent they withheld.

According to the terms of the law, a tenant only has a leg to stand on when he or she withholds rent under three conditions: if the tenant first received a court order allowing him or her to withhold rent if the landlord didn't perform agreed-upon repairs or meet various conditions; if the tenant made repairs in his or her own unit and paid for them out of pocket, if the landlord was aware of and approved those repairs and the lease clearly stated that deductions in rent could be made under those circumstances; and if you have legally terminated your lease because your landlord or apartment management company broke the terms of your written lease agreement with respect to his or her responsibility for repairs, or if your utilities have been cut off unlawfully. The moral of the story? Tread lightly.

All of these warnings aren't to portray the image of landlords and apartment management companies as scheming individuals. The situation is quite the contrary in today's rental climate, major apartment leasing companies have grown and prospered around the country. The renters' market is extremely competitive, and such companies vie for prospective tenants with the promise of good amenities and good service. Sometimes these hassles simply amount to misunderstanding and miscommunication. Your best bet is to shop around, find a landlord or company-run complex with which you feel comfortable, to ask plenty of questions, read everything twice, and get every promise in writing. Don't be afraid of seeming nit-picky. If they want your business, they'll comply — with a smile. Happy hunting.

Since 1989 dan the roommate man has helped 1000's of people find roommates. Need help? Contact him at 800-487-8050 or www.roommateexpress.com

FOUR RULES EVERY RENTER SHOULD KNOW

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Whether you're renting for three months or three years; these rules apply to anyone wanting to be a responsible renter.

1. Get everything in writing.

Anything not specifically outlined in your lease should be put into a written document. Without documentation, you have no proof to back yourself up. For example, if you've reported a repair request to your landlord, and three weeks later it still hasn't been taken care of, you won't be able to go to your landlord and complain. How can you prove that you informed your landlord of the problem if you have no physical evidence to back yourself up? Make sure you write down EVERYTHING from repair requests, to amendments in the lease, to lease termination notifications.

Get these documents signed and dated by your landlord, and you and your roommates should do the same. If you would like to see some great examples of form letters, please visit the Colorado Tenant's Organization's web site and click on "CTO Model Letters."

2. Read EVERYTHING before you sign it, and don't sign it if you don't understand.

This rule sounds so simple... but SO MANY PEOPLE don't follow it. The language in a lease is confusing. Don't feel stupid if you don't understand a lease. You should only feel stupid if you sign something without understanding it. Your landlord and the representatives at the place you choose to rent from are not out to hurt you! Don't be afraid to ask them what the lease means.

3. Remember that a contract is a legally binding document.

Depending on the state your renting in, the lease can cover everything from what you pay to who's responsible for the yard work. Regardless of what the lease states, if you sign it, you must abide by it. If you break the lease without your landlord's approval, you could end up losing everything from your security deposit to your credit.

The only exception to this rule is if you, your roommate(s) and your landlord agree to add an amendment. This amendment can nullify or add to the original agreements made in the original lease. The amendment must be signed and dated by all parties involved in the lease.

4. Don't be afraid to talk to your landlord.

If you're worried about making a payment, or you don't think you're going to be able to fulfill the lease term, talk to your landlord before you do anything. Maybe you'll be able to work out some sort of agreement. While landlords don't have to make any exceptions for you, they'll be much more likely to help you out if you approach them before there's a problem rather than after you've missed a payment,

etc.

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