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**100% Effective Natural Hormone Treatment**  
**Menopause, Andropause And Other Hormone Imbalances**  
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**Making Sense of Your Lease**

**By dan the roommate man**

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Reading over a lease can be nerve racking. You have to scrutinize every clause in order to make sure you will be comfortable in your apartment, but how can you do that when it seems like it's written in another language?! According to the Worcester Polytechnic Institute (WPI), Office of Residential Services, leases are written in another language... or at least a language of another century. "Leases were developed in medieval Britain and some of the language used in them dates from that time, much to the confusion and mystification of modern tenants."

In order to make leases easier to understand, WPI redefined many of the potentially confusing terms.

**ARREARS:** Overdue rent

**ASSIGN:** Transfer the unexpired portion of a lease to a new tenant

**CAUSE OF ACTION:** Specific situation that may become the basis for a lawsuit

**CIVIL:** A non-criminal legal matter. Housing disputes are generally handled in civil courts

**COVENANT:** Promise. Independent covenant: You must perform your obligation even if the other party does not. Dependent covenant: You carry out your obligation on the condition that the other party fulfills its obligation

**DEFAULT:** To forfeit or lose by omission; to fail to perform a legal obligation

**DEMISED PREMISES:** The place being rented

**DETAINER:** Withholding another's property against his or her will

**DISPOSSESS:** Remove a person from land; the legal action brought for nonpayment of rent

## Making Sense of Your Lease

**DISTRAINT** (proceed by distress): The landlord takes your personal property to force you to pay or eventually sells it to get his or her money

**EJECTMENT**: Physical or legal eviction from land

**EMURE**: To take effect

**ENJOYMENT**: Possession or occupation of land. **Quiet enjoyment**: freedom from invasion of privacy by landlord

**EVICTION**: Depriving a person of possession of occupancy. **Constructive eviction**: not actually removing a tenant but making it impossible for him or her to remain because of the conditions, such as

serious deterioration

**GOODS AND CHATTELS**: Personal property

**INDEMNIFY AND HOLD HARMLESS**: To free from any responsibility or liability

**INURE**: Take effect

**LEASE**: A type of legal agreement establishing a landlord–tenant relationship

**LESSEE**: Tenant

**LESSOR**: Landlord

**LIABILITY**: Responsibility, loss; a negative element

**NOTICE TO QUIT**: Notification from the landlord to tenant ordering tenant off the property, usually after thirty days from the first day of the rental period

**NOTICE TO VACATE**: Notification from the tenant to the landlord stating the tenant's intention to leave the property, usually after thirty days from the first day of the rental period

**PARTIES TO A LEASE**: Those who agree to abide by the provisions of a lease; typically you as a tenant, any roommates, and the landlord

**POSSESSION**: Lawful occupation and use of the land, subject to protections of "quiet enjoyment"

**REPLEVIN**: Legal action to recover property that was unlawfully seized

**SUBLET**: Agreeing to permit someone to use a rented property for a term less than the full term of the lease, and to be paid for that permission

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**SUMMARY PROCEEDING** (to recover possession): Eviction. It is called "summary proceeding" because it is a swift and simple procedure for the landlord

**TENANT AT SUFFERANCE:** A tenant who has remained in a unit after a lease or tenancy at will agreement has expired or was terminated

**TENANT WITHOUT A LEASE:** A tenant with the landlord's consent to occupy a premises without a lease

**TENANT WITH A LEASE:** A tenant with a contract that allows for a certain length of occupancy at a set rent

**TERM OF LEASE:** The length of time that a lease shall be in effect; duration of obligation

**WAIVER:** Relinquishment of a right, agreeing to give up something to which you are entitled

**WARRANTY OF HABITABILITY:** Promise that the property is safe and usable for residential use.

Hopefully these definitions will help you make it through the reading of your lease. If you still feel like you don't understand the terms of your lease, don't feel like you can't ask questions. This is YOUR lease for YOUR apartment, so don't sign anything you don't completely understand.

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](http://www.roommateexpress.com)

### **Not all apartment leases are created equal**

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Before signing any lease:

- \* Take a walk through the unit that you are renting to make sure it is in good repair.
- \* Be sure to read the lease completely. All leases are not the same.

What should be included in your lease:

- \* All verbal promises should be reduced to writing within the lease.
- \* Are there provisions for a job transfer within the lease?
- \* How and when do you give notice to move? Must you give notice even when the lease expires and

## Making Sense of Your Lease

you wish to move? Can you go month to month at the expiration of you lease?

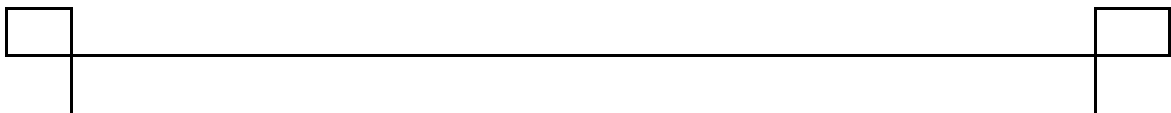
- \* How long does the landlord have to return your security deposit once you have moved.
- \* Who is responsible for the repairs to the apartment? If you move into an apartment complex, there are usually maintenance people to take care of all needed repairs. On the other hand if you are renting from a private landlord, you may be responsible for part or all of the repairs.
- \* Are late fees addressed in the lease?
- \* Who is responsible for the utilities?
- \* What happens if you cause damage to the apartment?

If you want to make a change to the lease, cross out the clause in question. Then both you and the landlord must initial the change for it to be binding.

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