

Not all apartment leases are created equal

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**By dan the roommate man**

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

dan the roommate [www.roommate.com](http://www.roommate.com)

## **BREAKING A LEASE**

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I would like to break my lease because I would like to move in with a friend so I can save money to return to school in the fall. I still have about 6 months left on my lease. What can I do?

Thanks, eddie

Dear Eddie,

The first thing to do is read your lease carefully. Some leases have what is called a "lease breaking clause" which will tell you exactly what to do as well as how much it will cost you. There is usually a fee associated with it. But there are also those leases which do not give you an out. You must remember that a lease is a legally binding contract to which you are obligated. Now for the good news – if you should break the lease and move out, your landlord is obligated to mitigate any damages. That means he must attempt to re-rent your apartment. To do so he may also charge you with any marketing expenses associated with the releasing of your apartment along with any other fees. If for some reason market conditions prevent him from finding a qualified renter to move in right away, you will be held responsible for the rent until an appropriate tenant is found to take your place.

There will also be other fees associated with moving in another renter. In the apartment world it is called a "turn-over fee". These fees are connected with preparing the unit for a new renter. Did the landlord have to send in a painter and/or cleaner in order to re-rent your apartment? Charges such as these can also be charged to you as well.

If you feel that your landlord did not treat you fairly, contact a lawyer who has experience in landlord-tenant law. You may want to explore your options.

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