NO PREP

Reading a Lease and Knowing Your Renter's Rights

Includes: Student reading, case study, differentiated questions, teacher key

Name: Period: Date:

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The Document You Sign Too Fast

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The Document You Sign Too Fast

A lease is a legally binding contract between a landlord and a tenant that transfers the right to occupy a property for a defined period in exchange for rent. The word binding is the part that gets skipped. Once signed, a lease obligates both parties, and a tenant who did not read it is bound by it anyway. Courts have very little patience for the argument that someone did not know what was in a document they signed. This matters because the leasing moment is designed for speed. A prospective tenant is often standing at a counter, competing with other applicants, holding a pen, and feeling that asking for time to read will cost them the unit. That pressure is real, and it is exactly when the most expensive mistakes happen. The professional habit is simple and worth adopting permanently. Ask for a copy of the lease to read before the signing appointment, and treat any refusal as information about the landlord. Read every clause, including the ones in smaller type, and ask about anything unclear in writing rather than in conversation. Never accept a verbal promise about a repair, a pet, or a rent amount that contradicts the written document, because the written lease controls if there is ever a dispute. A lease is also a two-way protection. It locks the rent for the term and limits what the landlord can do, which is why a tenant benefits from understanding it rather than fearing it. Most states also require the landlord to give the tenant a copy of the signed lease, and keeping that copy somewhere retrievable matters, since the document is the only reliable record of what both parties actually agreed to.

What Every Lease Contains

Leases vary by state and by landlord, but a standard residential lease covers a predictable list of items, and knowing the list makes an unfamiliar document navigable. It names the parties and identifies the property by address and unit. It

states the term, meaning the start and end dates, and whether the agreement is a fixed-term lease or a month-to-month tenancy. It states the rent amount, the due date, the accepted payment methods, any grace period, and the late fee. It states the security deposit amount and the conditions for its return. It assigns utilities, specifying which are paid by the tenant and which by the landlord, a clause that can change the true monthly cost by well over a hundred dollars. It sets occupancy limits and names every authorized occupant. It states the pet policy, including any pet deposit or monthly pet rent. It covers subletting, which is a tenant renting the unit to someone else, usually requiring written landlord approval. It describes maintenance responsibilities on both sides. It specifies the landlord's right of entry, which in most states requires advance notice, commonly twenty-four hours, except in genuine emergencies. It lists conditions for termination and renewal. Finally, it usually includes rules about alterations, meaning painting, mounting a television, or changing locks. Reading for these twelve items turns an intimidating document into a checklist. Anything promised in conversation but missing from that list should be added in writing before signing rather than after.

The Security Deposit Fight

Security deposits generate more tenant-landlord disputes than any other single issue, and nearly all of them are preventable with documentation. A security deposit is money held by the landlord to cover unpaid rent or damage beyond normal wear and tear. That last phrase is the whole battleground. Normal wear and tear means the ordinary deterioration that happens when a person simply lives somewhere: carpet worn along a hallway path, small nail holes from hanging pictures, faded paint, minor scuffs on a wall. Damage means harm beyond ordinary use, such as a hole punched in drywall, a cracked window, pet stains soaked into carpet padding, or a missing door. Landlords may deduct for damage but may not charge tenants to repaint simply because the paint aged. Most states cap deposits, commonly at one or two months' rent, and most set a deadline for returning the deposit after move-out, frequently between fourteen and forty-five days, along with a requirement to provide an itemized written statement of any deductions. The protective habit is photographic. Before moving a single box in, photograph or record video of every room, including closets, appliances, floors, and existing damage, with a visible date. Complete the move-in inspection checklist in writing, keep a signed copy, and repeat

the entire process at move-out. Tenants who do this recover deposits routinely. Tenants who rely on memory usually lose, because the dispute becomes one person's word against another's.

Repairs, Habitability, and Who Must Fix It

In nearly every state, landlords owe tenants an implied warranty of habitability, meaning an automatic legal duty to keep the unit fit to live in whether or not the lease mentions it. Habitability generally covers working heat, safe electrical and plumbing systems, hot and cold running water, weather-tight roof and windows, functioning exterior locks, and freedom from serious pest infestations. A lease clause attempting to waive this duty is generally unenforceable, so a tenant does not lose the protection by signing something careless. Tenants owe duties as well, including keeping the unit reasonably clean, not damaging the property, disposing of trash properly, and reporting problems promptly. That reporting duty matters more than tenants realize, because a small leak ignored for months can become tenant-caused damage. The correct procedure when something breaks is unglamorous and effective. Notify the landlord in writing, by email or text so a timestamp exists, describe the problem specifically, and keep a copy. If the landlord does not respond within a reasonable time, follow up in writing again. Depending on the state, tenants may then have remedies such as repair-and-deduct, where the tenant pays for the repair and subtracts it from rent, or rent withholding, or contacting a local code enforcement office for an inspection. These remedies carry strict procedural rules and vary widely, so the reliable move is to check the specific state's tenant rights guide rather than assume. Withholding rent without following the rules can trigger eviction.

Ending a Lease Without Wrecking Your Credit

Leases end in several ways, and the difference between them shows up on a credit report for years. The clean version is expiration, where the tenant gives written notice by the deadline stated in the lease, commonly thirty or sixty days before the end date, and moves out on time. Missing that notice deadline often converts the tenancy to month-to-month automatically or triggers an automatic renewal, which is why the notice date belongs on a calendar the day the lease is signed. Breaking a lease means leaving before the term ends, and it exposes the tenant to liability for remaining rent, though most states require the landlord to make reasonable efforts

to re-rent the unit rather than simply collecting from the departed tenant. Some leases include a buyout clause allowing early termination for a stated fee. Federal law provides protections for active-duty servicemembers, and many states protect survivors of domestic violence who need to leave quickly. Eviction is the legal process a landlord must follow to remove a tenant, and it requires court action rather than self-help. Landlords generally may not change the locks, remove doors, shut off utilities, or throw belongings outside, and those illegal lockout tactics can expose a landlord to damages. An eviction judgment is public record and can make future rentals difficult for years. The practical protection at every stage is the same one: written communication, kept copies, and deadlines on a calendar.

Key Information: Leases and Tenant Rights

Detail	Information
Lease	Binding contract giving the right to occupy for a set term
Right of Entry	Landlord must usually give notice, commonly 24 hours
Normal Wear and Tear	Ordinary aging; landlord may not deduct for it
Deposit Return	Often 14-45 days with an itemized written statement
Implied Warranty	Automatic duty to keep the unit habitable, even if unstated
Subletting	Renting to another person, usually needs written approval
Repair-and-Deduct	Some states let tenants fix and subtract from rent
Illegal Lockout	Changing locks or cutting utilities instead of court eviction

Case Study: Kiana Gets an Itemized List

Kiana moved out of her first apartment in June and waited for her nine hundred dollar deposit. On day twenty-two an envelope arrived deducting seven hundred fifty dollars: four hundred to repaint every wall, two hundred fifty for carpet replacement, and one hundred for a broken closet door. She remembered her FACS teacher saying to photograph everything, and she had. Her move-in photos showed the carpet already worn along the hallway and the closet door already off its track, both dated the day she got the keys. Her move-out video showed the same carpet, no new stains, and eleven small nail holes. She wrote the landlord one email attaching both sets of images and quoting the phrase normal wear and tear. She did not accuse anyone of anything. Twelve days later the landlord refunded eight hundred dollars, keeping one hundred for the closet door, which Kiana disputed but decided not to pursue. She told her sister the photos took nine minutes and were worth about eighty-nine dollars a minute.

1. The landlord charged Kiana to repaint every wall. Using the reading's distinction, explain why that charge was improper while a drywall hole would not be.

2. Kiana's evidence was dated photographs rather than her memory of the unit. Explain why the reading says documentation decides these disputes.

Multiple Choice

1. What does the implied warranty of habitability guarantee a tenant?

    a) The security deposit must be returned within seven days

    b) The unit must be kept fit to live in, even if unstated

    c) Rent cannot be raised during any twelve-month period

    d) The landlord must replace appliances every five years

2. Which action by a landlord is described as an illegal lockout?

    a) Shutting off utilities to force a tenant to leave

    b) Filing an eviction case in the local county court

    c) Deducting unpaid rent from the security deposit

    d) Sending written notice that the lease will not renew

3. Why does the reading say to report a small leak promptly?

    a) Reporting resets the lease term to a new start date

    b) State law requires reports within twenty-four hours

    c) A problem ignored for months can become tenant-caused damage

    d) Late reports void the tenant's renters insurance policy coverage

Matching

Write the letter of the correct definition on the line next to each term.

Term	Definition
1. ___ lease	A) A tenant renting the unit to another person
2. ___ security deposit	B) Ordinary aging of a unit that cannot be charged to a tenant
3. ___ normal wear and tear	C) The court process a landlord must use to remove a tenant
4. ___ subletting	D) A binding contract to occupy a property for a set term
5. ___ eviction	E) Money held to cover unpaid rent or damage at move-out

Fill-in-the-Blank

1. A landlord usually must give _____ hours notice before entering.

2. Leaving before the term ends is called _____ the lease.

3. Deposits are often returned with an _____ statement of deductions.

Short Answer

Answer each question in 2-4 complete sentences.

1. Why does the reading warn against accepting verbal promises from a landlord?

_____

_____

_____

2. Explain why the lease notice deadline belongs on a calendar at signing.

3. Why does the reading say to check state rules before withholding rent?