Must a lease be written to be enforceable? No, unless the lease is for longer than one year.

What are the advantages of having a written lease?
- You will have a better idea of all your rights and obligations.
- You will have protection against dishonesty.
- You will have protection against poor memories.

What are the disadvantages of a written lease?
- Printed form leases usually favor the landlord.
- The lease could change some of the rules that would otherwise favor the tenant.

What is a security deposit, how much money is it usually, and what is it used for? It is an amount of money (often equal to one month’s rent, but can be any amount) that the landlord may hold as security against loss for items such as property damages, unclean conditions, and unpaid rent. The landlord may retain all or part of the security deposit to pay for damage or charges for which you are legally liable under the lease or as a result of breaking the lease. He may not, however, retain any portion of a security deposit to cover normal wear and tear. The tenant must give the landlord a written statement of the tenant’s forwarding address upon moving out. If the tenant does this, and is not de-
linquent in the rent, the landlord must give to the tenant an itemized list of deductions, if any, within 30 days, and a refund of the unused portion of the security deposit.

May I withhold my last month’s rent and request that my landlord applies my deposit to the rent due? No.

In a monthly lease, can I end the lease by just leaving at the end of a month? No. You must give one month’s notice, unless a different period of notice is specified in a document signed by both parties.

If I sign a lease with 3 friends as tenants, and they move out, do I have to pay the full rent or only my quarter share? It depends on what the lease says. You will probably have to pay the full rent. You would then have a claim against your friends and could sue them.

If I break a lease, what amount can I be sued for? You can be sued for all unpaid rent, for any physical damage including unusual cleaning expenses, for advertising expenses and other costs of re-renting the apartment, and for the landlord’s attorney fees and court costs, if the written lease provides for that.

Should I have renter’s insurance? Yes. The landlord’s insurance will cover only the building, not your possessions. Renter’s insurance is relatively inexpensive.

What are my obligations as a tenant? Under the law, a tenant
must refrain from damaging the rental premises and keep the premises in a fit and livable condition.

How does the landlord terminate a tenancy for non-payment of rent? If you do not pay the rent when due, a landlord may give you a notice to either pay or leave within three days. This notice to leave or vacate may be preceded by a notice of default if there is a written lease that provides for one. The three-day notice requires the tenant to leave the premises within that time. If you do not leave, the landlord can file an eviction lawsuit in the Justice of the Peace court. Even if you are evicted, you are liable for the rent until you are evicted by an order of the court.

What can I do if the landlord refuses to make repairs to the premises?

The landlord’s general duty is to make a diligent effort to repair or remedy a condition if:

- The tenant specifies the condition in a notice to the person to whom rent is normally paid.
- The tenant is not delinquent in the payment of rent.
- The condition materially affects the physical health or safety of an ordinary tenant.
- The condition is not caused by the tenant or a member of the tenant’s family or a guest of the tenant.
If the cost of the repair is minor in relation to the rent, it may be your responsibility to fix the problem depending on what your written lease may provide. When conditions are so bad as to make the premises “uninhabitable,” you should consult an attorney about possible remedies. A landlord has a legal duty to provide security and safety devices such as deadbolt locks, peep holes, and smoke detectors.

**Under what circumstances can the landlord enter my premises?**
A landlord may enter your premises at reasonable times to inspect, make repairs or show the premises to prospective tenants. The landlord may enter at unusual situations to preserve or protect the premises.

**Can a landlord refuse to rent an apartment to me?** Generally, yes. The denial may not be based on race, religion, familial status or national origin.