

MISCELLANEOUS INFORMATION ABOUT LEASES

1. A lease is only as good as your ability to terminate it. Absent termination language, you cannot terminate a lease. It is a precondition to maintaining your FED action. An example of such termination language follows: *“Both parties agree that upon a violation of any term or terms of this lease, including (but not limited to) failure to pay rent when due, the landlord, at his/her option, may terminate this lease by giving a ___ day notice.”*
2. If you are doing an eviction based on a lease, you have to follow the specific terms of the lease.
3. If your lease provides for a quick termination under certain dangerous conditions, but the resident refuses to leave, you cannot get the resident out until you go to court, obtain a judgment, win any appeal, and obtain a writ of possession.
4. When a lease expires; has no extension clause; and you accept rent after the expiration, you have started a tenancy-at-will.
5. If you have a lease, make sure that all tenants under the lease are jointly and severally liable for all the obligations.
6. If one of two parties under a lease moves out and asks for the return of his/her portion of the security deposit, and if the parties are jointly and severally liable, you can say: “Work out the security deposit among yourselves.” Security deposits under such a lease are not required to be returned until all parties under the lease have moved out. However, if a landlord wants to re-rent to the remaining tenant, he/she can sign a new lease with that tenant. Under this scenario, the person who moved is entitled to his/her portion of the deposit, less any legitimate deductions. The remaining resident then pays the additional amount to cover a full deposit.
7. You can only change your lease once a term at lease renewal time. You can change your rules/regulations at any time.
8. You cannot have a clause in your lease that protects you from your own negligence.

Scroll down to next page for sample landlord leases.

MAOMA recommends that you have your attorney review any lease that you plan to use.

