

SUGGESTIONS

- Do not sign a lease for a period longer than you intend to stay.
- Take time-stamped pictures or video of the entire rental unit upon move-in and move-out.
- Try to avoid joint and several liability.
- If you have multiple roommates, make sure each roommate is responsible for a different utility. By doing this, everyone will share responsibility and liability.
- Make sure that you are comfortable with your roommates before you sign the lease, and confirm that your potential roommates have the income to make all payments.
- Do not be afraid to negotiate with your landlord.
- Always put complaints and repair requests in writing. Be sure to date them and keep a copy for yourself.
- Complete the inventory checklist and return it to the landlord within 7 days after taking possession of the unit. You are also entitled to review the termination checklist of the prior tenants to see what claims were charged to them. **BE AS THOROUGH AS POSSIBLE WHEN COMPLETING THE INVENTORY CHECKLIST...TAKE TIME-STAMPED PICTURES OR VIDEO OF THE ENTIRE PROPERTY.**
- Do not sign the lease acknowledging receipt of checklist, security deposit information, or any other important information unless you have actually received it.
- Always gets the landlord's promises in writing.
- Allow the landlord a reasonable amount of time to make any repairs before you attempt to withhold your rent or go to court.
- Always keep an extra copy of the lease in safe place.
- Purchase a renters insurance policy.

Student Legal Services
556 E. Circle Dr., Room 329
East Lansing, MI 48824

Phone: 517-353-3716
Fax: 517-432-1999
asmsu.msu.edu

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RENTER'S CHECKLIST



The following checklist is a guide that will help you understand the most common provisions found within a lease agreement. It also outlines some of the rights and responsibilities you have as a tenant and provides some suggestions you should consider before you sign your lease. If you have any questions regarding the checklist or would like an attorney to review your lease with you before you sign it, please contact Student Legal Services and set up an appointment.

JOINT AND SEVERAL LIABILITY

Signing a lease that has a joint and several liability clause means that each person is responsible for not only his or her individual debts under the lease, but also for the debts of all other tenants. This means that if one tenant fails to pay, the landlord can collect from either you or your roommates, regardless of who is actually responsible for the debt. Joint and several liability includes the payment of rent and performing all other obligations under the lease.

MAINTENANCE DUTIES

Examine the lease to find out whether or not you are going to be held responsible for cutting the grass, shoveling the snow, etc. If you are renting a unit in East Lansing, pay close attention to the City of East Lansing Lease Addendum.

LIABILITY FOR UTILITIES

Make sure you know who is responsible for paying the utilities. The lease may require that all utilities be put in the name of the tenant. Confirm who is responsible for paying for gas, electric, water, sewage, cable, and internet.

CLEANING FEES

Many leases require a non-refundable cleaning fee. Do not rely on the landlord's representation that part of the cleaning fee will be returned if you cooperate by doing the cleaning yourself. If the lease includes a

non-refundable cleaning fee, it will be treated separate from the security deposit, and you should have no expectations of receiving any part of it back upon moving out.

LATE FEES

The landlord may require a fee for payments that are not received by the date set forth in the lease. Keep in mind that if you are jointly and severally liable, you can be held responsible for your roommate's late payment. Know precisely what manner of payment is required (cash, check, money order, etc.) and the place where the payments are to be made.

OCCUPANCY LIMITS

Rental property in the East Lansing area is licensed or registered for a specific number of tenants. If occupancy exceeds the limit, you may receive a ticket and have to pay a fine as well as be required to move out in the middle of a semester.

LENGTH OF LEASE

If you enter into a lease for a period longer than you actually intend to inhabit the unit, you run the risk that you will be unable to sublet or assign the unit. In the East Lansing area, it is very difficult to find someone to sublet at the same rental rate you pay throughout the year. Keep in mind how long your roommates intend to occupy the unit. If your roommates vacate the unit and stop paying rent, you may be liable for the total remaining rent due because of joint and several liability.

EAST LANSING LEASE ADDENDUM

All leases in the City of East Lansing are required to include a Lease Addendum. The Addendum outlines some of the rights and responsibilities of landlords and tenants and must be attached to each lease. For example, the Addendum sets forth the maximum number of occupants for each unit, reviews the penalties for creating noise and other public disturbances, and identifies the parties responsible for shoveling, lawn maintenance, trash, and recycling. It also addresses fireworks and party litter issues.

Here is a link to the East Lansing Lease Addendum:

<http://www.cityofeastlansing.com/Home/Departments/PlanningBuildingDevelopment/RentalHousingInformation/LeaseAddendum/>

SECURITY DEPOSIT

The law requires that a security deposit shall not be greater than one and a half month's rent. The law also requires that the tenant be notified in writing of where the security deposit is being held.

ADEQUATE PARKING

Make sure your prospective apartment has space to accommodate all the tenant vehicle, and if applicable, that parking stickers will be provided to the owners of the vehicles.

ADDRESS CHANGE NOTICE

Michigan law also requires that the landlord must provide you written notice that you must notify the landlord in writing within 4 days after moving out of a forwarding address where your security deposit refund and itemized list of damages should be sent. In order to enforce all tenants' rights, it is very important that the tenant comply with this notice.

EMERGENCY TELEPHONE NUMBERS

In the event that you have urgent problems involving heating, electricity, or water service, it is important to have a number to call the landlord or his/her agent for emergency repairs. It is also advisable that you follow up all telephone calls with written notice so you can document what day and time notice was given.

RENTERS INSURANCE

Your landlord probably has insurance, but only covers the building where you live. If your possessions are stolen or damaged by a fire or severe weather, or someone is injured during an accident on the rental property, an inexpensive renters insurance policy can provide coverage to protect you.