

Student Lease Information

What is a lease?

A lease is a **legally binding contract** between you and the apartment. This contract will spell out the legal requirements and limitations for both you the renter, and the apartment owner.

A lease is a binding document and very hard to cancel once you have signed it. You cannot just leave your apartment and lease when you no longer need housing. You need to notify the apartment as soon as possible and let them know when you will be leaving so there is no misunderstanding. It is your responsibility to find someone to take over your lease and they will need to sign a new lease before you are no longer responsible. If you fail to comply with this requirement, the apartment may take legal action against you, and leaving without notification may result in huge monetary penalties. If you no longer need the space you signed a lease for before you move in, **please be respectful and notify the property as soon as possible.**

Make sure you read the lease thoroughly and understand what it says. If you have questions, ask. If you are unable to understand the language in the lease, we recommend hiring a lawyer trained in this area, or setting a meeting with [ASUA Legal Services](#), which is a free on-campus service to UA students.

Lease Terminology-read “**Common Housing Terminology**” for complete list of housing terminology

<i>Apartment lease</i>	A lease for the whole apartment/house
<i>Individual lease</i>	A lease for your specific bedroom. Many student housing complexes lease this way.
<i>Fixed Term lease</i>	A lease for a specific length of time. Check if the lease is for the academic or calendar year.
<i>Month-to-Month</i>	You and the landlord have the right to terminate the lease at any given time, as long as one gives proper notices to the other party. Notice must be given at least 30 days before the next rent payment is due.
<i>Written lease vs. verbal lease</i>	Get your lease in writing . That way there is no misunderstanding as to what you have agreed to. No changes can be made during the term of the lease, unless both the landlord and tenant agree to the changes in writing.

What should you know before signing a lease?

Before you sign anything **READ AND UNDERSTAND YOUR LEASE!** When/if possible, tour the place you are considering BEFORE you sign the lease. Use the **Student Off-Campus Housing Checklist** for tips on your housing search and apartment tours.

Your lease will define exactly what you can and cannot do while living there. Once you sign it, you have legally agreed to **ALL** of its terms. Violating the terms of the contract may have legal ramifications. It is critical that you know what you can and cannot do while living in your apartment.

If you do not leave your apartment in the same condition as when you moved in, you will be required to pay for damages, excessive cleaning charges, etc. Some examples include: holes in the wall, stains on the

floor/carpet, walls painted without permission of the apartment's staff, trash left behind or food left in the refrigerator, just to name a few.

Apartment leases are rarely negotiable. If you are uncomfortable with a particular apartment's lease terms, then we suggest you check out another apartment.

To avoid any and all hassles **READ THE CONTRACT!** You will know exactly what is expected of you and what you are able to do. Carefully check the apartment for damages and inspect all appliances.

When you are ready to move-in, you will be given a checklist or room condition report. Use this form to identify any existing damage, whether appliances are working or not, or any abnormal circumstances. If you do not complete this form when you move-in, the apartment may assume the damage was caused by you, when it was caused by someone else, and charge you large sums of money.

Make sure you get a copy of the lease after it has been signed by you and the apartment staff.

What if I need to break my lease?

Read these 5 Things To Consider Before Breaking Your Lease:

1. **The reason.** If your reason for wanting to move out has anything to do with not liking your neighbors or your apartment, you will most likely be stuck paying high fees.
2. **Proof.** If you have a legitimate reason for needing to break your lease, come prepared to show your cause on paper. You have to be able to provide proof of your situation.
3. **Alternatives.** Consider all your options. Is there really no way for you to be happy in your apartment and do you really have to leave before your lease expires?
4. **Subletting.** Is subletting your apartment an option? Are there additional costs required to do that? Put up flyers and recruit friends to help.

What Documents Do You Need To Bring to Sign a Lease?

As an international student looking for an apartment, most all of the apartments will want the following documents:

- Copy of Passport
- I-20 or DS-2019
- Social Security Number (SSN) – if you have one
- Proof of ability to pay or good credit history – this generally takes the form of a credit check. If you do not have a social security number, it's okay. Apartment complexes may instead ask for:
 - International bank statement that can show a translated dollar amount
 - Proof of income – either a financial aid letter or parents bank statement
 - A deposit and possibly first month's rent when you sign your lease