Off-Campus Housing Series

Session 2: Leases & Tenant’s Rights

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Once you’re out of University housing...

It may seem as though you are not held under certain provisions now that you are no longer living, or planning to live, in University Housing, however...

❖ All Tufts students are called to uphold the following community standards:
  ❖ Integrity
  ❖ Community
  ❖ Social Justice
  ❖ Respect
  ❖ Responsibility

*Tufts students are still held to Tufts Community Standards, even though they live off campus.*
Similar to living on-campus...

Every apartment has its own rules and regulations, in addition to general city/state rules and regulations that tenants need to adhere to.

Specific regulations that your landlord requires you to abide by are laid out in your lease. A lease is a legally binding contract in which two or more parties will enter into an agreement to exchange goods or services.

To ensure that you know what regulations and responsibilities you need to adhere to, be sure to read the entirety of your lease and ask questions about things you don’t understand.

**Note:** Some landlord responsibilities are also laid out in your lease as well. If not, ask clarifying questions and get it amended in your lease before signing.

**Helpful Hint:** Familiarize yourself with state and city regulations to avoid fines or difficult situations later.
Types of Tenancies

At-will

- There is no formal lease agreement. While it can be written or verbal, it is recommended that it is written.
- Rent paid periodically – typically monthly
- Landlord or tenant may terminate one full rental period in advance
- Landlord can raise the rent at any time as long as they send proper notice

Under Lease

- A tenant who is under a lease means they have agreed to rent an apartment or house for a specified period of time and a set monthly charge
- Rent cannot be increased until the end of the lease,…
- A tenant cannot be evicted before the end of the term, unless the tenant violates some provision of the lease

Before you sign your lease

❖ Fill out an application with the landlord; the landlord may also ask you to complete a credit check or request that a cosigner* complete a credit check to ensure you are a secure tenant

❖ Cosigners are people who “co-sign” on a large purchase or commitment to ensure that payments will be made, either by the person purchasing/leasing the item, or by the co-signer themselves.

❖ Be sure to read the lease in its entirety.

❖ Do not put any money down until you are sure you want this location

❖ When you are ready to sign a lease, you will be asked to pre-pay certain items: first and last month’s rent, security deposit, and potentially a broker’s fee. These charges are dependent on the landlord, and whether or not you use a broker to find a location.
What should be in your lease

**General points:**

- Names of all the parties involved
- Location of the property and description
- Term of the lease
- Amount for rent and included utilities
- Care of Premises
- Insurance, Loss or Damage
- Maintenance Requests/ Pest Control
- Pets
- Parking
- Right of entry
- Subletting and Breach of Contract information
- Other Restrictions
What shouldn’t be in your lease

There are somethings that may not seem like they’re a big deal, but should absolutely not be in your lease:

❖ The tenant must pay for the cost of repairing ordinary wear and tear to the apartment.

❖ The tenant must pay for repairs to parts of the building beyond the tenant’s apartment.

❖ The tenant may not sue the landlord or report violations of the Sanitary Code.

❖ The tenant may not join a tenants’ union.

❖ The tenant must pay a late fee if a rent payment is even one day late. (A lease or rental agreement may permit the landlord to charge a late fee if a rent payment is 30 or more days late.)

General information about who the parties are, where the rental is located, and how much and when rent is due are basic and necessary elements that should be in your lease agreement.
Information about who to contact during maintenance should be included, as well as general care and cleanliness of the rental.

Landlords will generally note who is responsible for the costs of certain utilities. Sometimes, the tenant is responsible for electricity and gas, while the landlord covers water. If this is not on your lease, you should speak with your landlord to confirm.

On many leases, you may see phrasing that notes that tenants are “jointly and severally” liable for the costs and terms of the agreement. This will mean that regardless of the number of occupants in the space, the rent has remained the same.
Making changes to your lease

Most tenants will have a **term lease** – renting a space for a specified period of time. Unless otherwise noted, landlords will not make changes to your lease in the middle of your term.

Changes to the cost of rent will not usually occur during your lease; however, when your lease is complete, your landlord may increase your rent.

Note: Massachusetts law does not state that private landlords must adhere to any particular rent or rent increases. Landlords can charge anything they would like.

Before signing your lease, make sure you read it in its entirety. Ask questions and make sure any changes you and your landlord have agreed to are included on the lease and initialed by your landlord.

Helpful Hint: Always get it in writing!

Trying to get out of your lease

Sometimes, things happen that we don’t plan. Sometimes you may want to get out of your lease; however, this is a legally binding contract and once you sign it – you are tied to the terms. Some landlords may allow early termination of your contract but may charge hefty fees for these situations.

Here are some examples:
1. You’re planning to go abroad, and needs to get out of the second half of their lease.
2. Friendships and housemate-relationships change. You no longer feel comfortable living where you live.
3. You’re having issues with your landlord.
4. Plans change. You are no longer looking to live in your rented place.
## What happens if…

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<th>SITUATION</th>
<th>SOME CONCERNS</th>
<th>WAYS TO AVOID</th>
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<td>…I just leave?</td>
<td>• You’re still responsible for the rent.</td>
<td>• Seek other options for breach of contract/rental termination.</td>
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<td>• Failure to pay your rent may land you in legal trouble, which could then affect future apartment rentals and other credit-related needs. <em>It could also prove difficult on your former housemates/friends.</em></td>
<td>• Attempt other ways to leave your lease to avoid penalties and issues.</td>
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<td>…I find someone to sublet?</td>
<td>• Subtenants are a good option, but finding them can sometimes prove to be difficult.</td>
<td>• Have a written contract with your subtenant.</td>
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<td>• If allowed, most landlords request that subtenants be approved through them.</td>
<td>• Discuss with your landlord whether or not you can transfer your tenancy to a new person. This would ensure you are not responsible for any issues the subtenant may have with the landlord.</td>
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<td>…my landlord lets me leave?</td>
<td>• You may have to pay them a large penalty or forfeit your deposit.</td>
<td>• As many students are living with others, their portion of the deposit may not be as high as the penalty for cancelling.</td>
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<td>• You may be responsible for finding another renter in your place.</td>
<td>• <em>See points above for finding a subtenant.</em></td>
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<td>…I get evicted?</td>
<td>• You may still be faced with the cost of your rent.</td>
<td>• Before something this drastic occurs, seek out options to avoid eviction.</td>
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<td>• You may need to find alternative housing on short notice.</td>
<td>• Speak with a housing lawyer to find potential options.</td>
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