The Lease: things to know

...seriously know this stuff

Read the lease carefully and make sure you understand all that is written. If you have questions contact Off Campus Student Services for resources on who and where to go for the most up to date information.

Landlords must disclose the name, telephone number and address of any person authorized to manage the premises and/or act on behalf of the landlord for purposes of receiving rent, service of process, notices and demands.

The landlord must also disclose whether rent payments are to be in cash, by personal check, money order, cashier's check or through an electronic funds transfer procedure.

A landlord is prohibited from requiring cash as the sole form of payment for rent and may only demand cash if the tenant bounced a check in the previous three months.

Non-renewal of a lease does not mean that the tenant has to move. Generally, when the lease term expires, a fixed term lease simply becomes a month-to-month tenancy under the same terms and conditions.

"Non-refundable deposit"- there is no such thing as this (other terms may include key deposit, cleaning fee, move in fee, closing costs." All money paid in addition to the monthly rent is refundable

Subletting - if you know you will need to sublet check the lease to see if this is allowed. Often times in SF the lease will state subletting is prohibited.

Note: When signing a lease it is important to understand that it is a legally binding document. However not all leases may be legal in the SF Court of Law. If in doubt have the lease checked by a legal professional see our resource list for contact information.