REASING A LEASE
Renter’s Advisory Council
Off-Campus Student Association
211 Student Union

The signing of the lease is more than just a formality in the renting process. It may contain sections that could severely limit your rights as a tenant. Most terms, if agreed upon by both parties, are fully enforceable regardless of whether or not you read your lease before you signed it. Although it is difficult for a tenant to negotiate changes in the lease offered, changes are possible.

Remember that it is crucial for you to read the entire lease. Here are some questions to answer and topics to consider:

Who pays the utilities and which utilities are each party responsible for? ___________________

If you are renting a house, who is responsible for maintaining the yard? ___________________

Who is responsible for minor repairs? ______________________________________________

When is your rent due? ___________________________________________________________

What is the policy regarding pets? __________________________________________________

What does your lease say about pest control? _________________________________________

☐ Does the lease include in writing all of the promises your landlord has made verbally?
☐ Does the lease ask you to agree that the landlord is not liable for repairs?
☐ Does the lease ask you to pay for the landlord’s attorney fees if you go to court?
☐ Does the lease ask you to waive the right to a jury trial?
☐ Does the lease ask you to agree to obey rules that the landlord has not made yet?
☐ Does the lease ask you to agree to pay possible extra rent, assessments, property taxes, etc. that may be assessed upon your landlord?
☐ Does the lease give the landlord free reign to enter the apartment at any time?
☐ Does the lease ask you to agree that no else will live in the rented property unless they are named in the lease?
☐ Does the lease require you to accept the terms as they are?

To remove an undesirable clause from a lease, the relevant words must be crossed out and you and the landlord (or the landlord’s authorized agent) must put your initials next to the corrections. This must be done on both the landlord’s copy and your copy for the changes to be fully enforceable.

If there are any parts of the lease of which you are uncertain or if you would like assistance in reading your lease, come by the Off-Campus Student Association office, 211 Student Union or call 405-744-7283, to speak with someone from the Renter’s Advisory Council. We will be glad to answer any questions and provide you with a copy of the Oklahoma Residential/Non-Residential Landlord and Tenant Acts.