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Signing a Lease or Rental Agreement

How much security deposit can a landlord charge?

All states allow landlords to collect a security deposit when the tenant moves in; the general purpose is to assure that the tenant pays rent when due and keeps and returns the rental unit in good condition. Half the states limit the amount landlords can charge, usually not more than a month or two worth of rent -- the exact amount depends on the state. (For the amount in your state, see [Security Deposit Limits, State by State](#).)

Many states require landlords to put deposits in a separate account and some require landlords to pay tenants the interest on deposits.

How can I protect my security deposit?

More than a few landlords withhold all or part of a tenant's security deposit when the tenant leaves as a matter of course, to pay for house cleaning, carpet cleaning, and perhaps repainting. But unless these chores were necessary because of your unreasonable use of the rental, such deductions are not proper. Put another way, your security deposit should not go towards remedying ordinary wear and tear during your occupancy.

You can protect your security deposit by recording the condition of the premises when you move in, by using a move-in checklist and/or taking pictures. Some states require the landlord to do a walk through with you. For more information, see [Protect Your Security Deposit](#) .

In addition, many states require landlords to put deposits in a separate account (and some states or cities require landlords to pay tenants the interest on the deposits).

Do landlords have to allow a grace period for late rent before they charge late fees? Are late fees legal?

Unless the lease or rental agreement specifies otherwise, in most states there is no legally-recognized grace period -- in other words, if a tenant hasn't paid the rent on time, the landlord can usually terminate the tenancy with a "pay or quit" notice the day after it is due. However, some leases and rental agreements do provide a five-day grace period for late rent.

Some landlords charge fees for late payment of rent or for bounced checks; these fees are usually legal if they are reasonable.

Does rent have to be due on the first of the month?

By custom, leases and rental agreements usually require rent to be paid monthly, in advance. Often rent is due on the first day of the month. However, it is legal for a landlord to require rent to be paid at different intervals or on a different day of the month.

When are landlords allowed to raise the rent?

For month-to-month rentals, the landlord can raise the rent (subject to any rent control laws) with proper written notice, typically 30 days.

With a fixed-term lease, the landlord may not raise the rent during the lease, unless the increase is specifically called for in the lease, or unless the renter agrees. At the end of the lease, the landlord may raise the rent, subject to any rent control laws.

How do rent control laws work?

Communities in only five states -- California, the District of Columbia, Maryland, New Jersey, and New York -- have laws that limit the amount of rent landlords may charge.

Rent control ordinances (also called rent stabilization or maximum rent regulation) limit the circumstances and the times that rent may be increased. Many rent control laws also require landlords to have a legal or just cause (that is, a good reason) to evict a tenant -- for example, when the tenant doesn't pay rent or if the landlord wants to move a family member into the rental unit.

Landlords and tenants in New York City, Newark, San Francisco, and other cities with rent control should get a current copy of the rent control ordinance and any regulations interpreting it. Check the phone book for the address and phone number of the local rent control board or contact the mayor or city manager's office.

What's the difference between a rental agreement and a lease?

A rental agreement provides for a tenancy of a short period (often 30 days) that automatically self-renews at the end of the period unless the tenant or landlord ends it by giving written notice. For these month-to-month rentals, the landlord can change the terms of the agreement with proper written notice.

A lease, on the other hand, gives a renter the right to occupy a rental unit for a set term -- most often for six months or a year but sometimes longer -- if the tenant pays the rent and complies with other lease provisions. The landlord cannot raise the rent or change other terms of the tenancy during the lease, unless the tenant agrees. Unlike a rental agreement, when a lease expires it does not usually automatically renew itself. A tenant who stays on after a lease ends with the landlord's consent will generally be considered a month-to-month tenant, subject to the rental terms that were in the lease.

Are there lease or rental agreement terms that a renter should look out for?

Yes, be wary of the following provisions:

- **Shared utility meters.** Try to have the bill put in your name, and make sure your bill covers only your utility charges.
- **Automatic rent increases.** Avoid provisions that allow the landlord to raise the rent if operating costs, taxes, or utilities increase.
- **Future rules of landlord.** Don't agree to obey future rules of the landlord -- they may be unduly restrictive.
- Before you sign the lease or rental agreement, be sure you understand all of its terms. Also, never let your landlord fill in details in the lease later -- make sure all blanks are filled in when you sign it. Be sure to get a copy of the lease immediately after you and the landlord sign it.
- **Provisions absolving the landlord in advance of any liability for carelessness.** Most courts will refuse to enforce these clauses (often identified as "hold harmless" clauses), but try to get them out of your rental document anyway.

Provisions allowing the landlord unrestricted entry. Many states control how, when, and for what purpose a landlord may enter. In such states, a clause to the contrary would not be enforced -- and in any state, such license is an unreasonable intrusion on a tenant's privacy.

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