



Lease Review

What is a lease? A lease is a legally binding contract between the landlord and the tenant that keeps both parties accountable for their obligations for the entire term of the lease.

Before signing a lease, you must thoroughly read the document, understand the terms, and be comfortable with the outlined issues, duties, and responsibilities. This lease review is a tool to help you read and understand your lease. It covers the key elements of a basic residential lease and highlights a variety of elements and clauses that could prove problematic.

If you have any questions about the terms of your lease and negotiating any changes to it, please meet with GLAO's attorney before you sign the lease. Schedule an appointment on our website, GradLegalAid.umd.edu, or call us at 301-405-5807. Be sure to bring this completed lease review with you to your appointment. If you are a graduate student who is not currently on campus, please email your specific questions along with a copy of your lease and this completed lease review to glao@umd.edu. We will review it and respond as quickly as possible.

Suggestions for Using this Lease Review:

- 1. Skim through your entire lease once before you begin filling out the lease review. This should make it easier to read and identify relevant sections.
2. While you are completing the lease review, record the lease section/page where you found the information on the line provided. This is helpful for revisiting different sections and minimizes the amount of time you have to spend re-reading the lease.
3. If you have any questions that are not answered while completing this lease review, please record them on Page 5.

Student's Name: _____ UID: _____

Property: _____

Name, Address & Phone Number of Property Manager: _____

Rent Price: \$ _____ / month | \$ _____ total Page/Section: _____

Rent Due Date: _____ | Grace Period: _____ Page/Section: _____

Rent Late Fee: \$ _____ | Returned Check Fee: _____ Page/Section: _____

Accepted Form(s) of Payment: _____ Page/Section: _____

Number of Occupants: _____ Dates of occupancy: _____ Page/Section: _____

Type of Lease: Your lease is a(n) *(circle one)*:

Page/Section: _____

- **Individual lease** – You are financially responsible only for your portion of the overall rent. If a roommate leaves unexpectedly, the landlord cannot require you to pay the former roommate’s portion of the rent.
- **Joint and Several lease** – Everyone who signs the lease is equally responsible for the total amount of the rent, not just their individual portion. If a roommate leaves unexpectedly, the landlord could require the remaining tenants to pay the former roommate’s portion of the rent.

Security Deposit: You can request a walk-through at the end of the lease to identify any damages and charges that will be accessed before returning your security deposit.

Page/Section: _____

Amount: \$_____ *Cannot be more than two-month’s rent*

Date for return: _____ *Must be within 45 days after the end of the rental period.*

Conditions for return and potential withholding fees:

Parking:

Page/Section: _____

Parking is included. **Yes No**

Parking fee: \$_____ Parking Space / Permit Number: _____

Conditions/Limitations:

Utilities: Some landlords may include utilities in the monthly rental price. The following list indicates what is and what is not included. *Arrange for all utility services (that are not included) to start in your name on the start date of the lease (contact utility companies 2-4 weeks in advance).*

Page/Section: _____

	Included	Not Included	Notes:
Water	Included	Not Included	
Gas / Heat	Included	Not Included	
Electricity	Included	Not Included	
Trash disposal	Included	Not Included	
Internet	Included	Not Included	
Laundry Facilities	Included	Not Included	
Central Air Conditioning	Included	Not Included	

Insurance: The landlord’s insurance does not cover the tenant. The tenant must insure his or her own property against fire, theft and water damage, as well as personal liability damages, which can result from individual negligence (i.e. if your bathtub overflows and causes damages to the apartment below). Page/Section: _____

You are **required / strongly encouraged** to secure renter’s insurance.

You must provide a copy of the rental insurance policy to the landlord. **Yes No N/A**

Minimum amounts of coverage:

Repairs: Landlords are generally responsible for the repair and maintenance of the structure and the supplied amenities. Page/Section: _____

Repairs require _____ **day(s) / week(s)** to complete.

Your lease has pre-set deductibles for repairs. **Yes No**

Repair fee/deductible: \$ _____

Process for submitting requests for repairs:

Restrictions: Some landlords may include restrictions on certain actions or items. The following list indicates what is and what is not restricted. Page/Section: _____

	Restricted	Not Restricted	Notes:
Smoking	Restricted	Not Restricted	
Alterations (i.e. painting)	Restricted	Not Restricted	
Conduct	Restricted	Not Restricted	
Noise / Parties	Restricted	Not Restricted	
Storage	Restricted	Not Restricted	
Waterbeds	Restricted	Not Restricted	
Other:			

Pets:

Page/Section: _____

Pets are allowed. **Yes No**

Weight and/or breed restriction: _____

Pet fee: \$ _____ per _____ and is **refundable non-refundable**

Pet deposit: \$ _____ and is **refundable non-refundable**

Pest Control:

Page/Section: _____

Landlord will provide pest control services on a _____ basis. **N/A**

Beware of clauses indicating that landlord will not be responsible for bed bug infestations. This is illegal and should be removed from the lease before signing.

Outdoor Spaces: Be sure that your right to use the outdoor space is specifically mentioned in the lease and find out who is responsible for maintaining outdoor spaces before signing the lease. Page/Section: _____

You are responsible for maintaining the outdoor space (i.e. lawn care, snow removal). **Yes No**

Conditions:

Furnished Apartments:

Page/Section: _____

The apartment is furnished. **Yes No**

The lease contains a list of all furniture that is to be included, as well as a confirmation that all of these items are in place when the lease begins. **Yes No N/A**

Subletting, Roommates and Visitors:

Page/Section: _____

Your lease requires landlord approval to sublet. **Yes No N/A-subletting not allowed**

Subletting fee: \$ _____

Your lease requires landlord approval for overnight or weekend guests. **Yes No**

Conditions for sublet/guests:

NOTE: If there is a possibility that you will need to permanently leave the apartment before the lease is up, you should discuss this with the landlord before signing the lease.

Showing the apartment: It is not uncommon for landlords to include a provision to allow them to show your apartment to prospective tenants near the end of the lease. Page/Section: _____

Your lease has a showing clause. **Yes No**

The exact terms of the arrangement are:

Cleaning Fees: Landlords are required to provide receipts as proof of any cleaning costs that are deducted from your security deposit. Pre-set fees are a way for them to try to avoid this and potentially overcharge you. Try to get these taken out of the lease before you sign it. Page/Section: _____

Your lease has pre-set cleaning fees. **Yes No**

Cleaning fee: \$ _____

Rule Change: Some leases contain a clause allowing the landlord to add or change the rules during your tenancy. *If you agree to this, the landlord could change the rules to benefit him/her without your permission. Suddenly, you might not be able to have guests after 10pm or use the off-street parking area. Get this removed from the lease before you sign it.* Page/Section: _____

Your lease has a rule change clause. **Yes No**

Renewal and Termination:

Page/Section: _____

You must provide landlord notice for **termination** of lease at least _____ **days / months** prior to expiration of the current term.

You must provide landlord notice for **renewal** of lease at least _____ **days / months** prior to expiration of the current term.

If renewed, there is an escalation clause to raise the rent in subsequent years. **Yes No N/A**

This escalation is based on _____.

Conditions for early termination of lease:

Co-Signer:

Your lease requires a co-signer. **Yes** **No**

Conditions:

Other Clauses / Things to Note:

-
-
-
-
-

Other Questions about the Lease:

-
-
-
-
-

To Do List when signing the lease:

- See the exact unit that you are signing a lease to rent. Initially, you may view a model unit, but before signing the lease you will want to inspect the specific unit that you will be renting.
- Review any available complaint records for the landlord by searching their name in the Maryland Judiciary Case Search: <http://casesearch.courts.state.md.us/casesearch/>
- If you will be living with others, make sure that all the tenants and co-signers sign the lease and submit it together.
- Do a walk-through at the beginning of the lease.
- Get the landlord's promises in writing.
- Pick reliable roommates.
- Once all documents have been signed, get a copy of everything for your records.