

Off-Campus Living and Community Partnerships Lease Contents Checklist

This checklist is intended as a guide to assist you in ensuring that your lease covers the most important topics. This checklist is intended for educational purposes and should be used as an aid only. Consider having an attorney review the lease before you sign it.

A lease is a binding contract between the tenant and the landlord. Every lease should explicitly spell out information important to both parties, such as:

- | | |
|---|---|
| <input type="checkbox"/> Rent | <input type="checkbox"/> Tenant/landlord responsibilities |
| <input type="checkbox"/> Late fees | <input type="checkbox"/> Subletting |
| <input type="checkbox"/> Security deposit | <input type="checkbox"/> Pets |
| <input type="checkbox"/> Length of lease | <input type="checkbox"/> Other rules |

RENT – The lease should stipulate how much the rent is per month, as well as when the rent is due. With rent, the topic of utilities must also be specified: which, if any, utilities are included in the rent per month, or whether the tenants are responsible for the utilities. **OF NOTE:** When tenants share one lease, it should be clearly specified which tenant is responsible for which portion of the rent payment. Exercise caution if you are responsible for non-payment of rent by your co-tenants, especially if you did not choose them as your roommates.

LATE FEES – Past due rent should also be addressed: at what time will the rent be considered "late" and what late fee will then be charged? By law, tenants have a grace period of five business days to pay their rent.

SECURITY DEPOSIT - The lease should say how much security deposit is required (a maximum of 1.5 times the monthly rent is allowed by New Jersey law). If not included in the lease, within 30 days the landlord should provide you with written notice detailing the type of account, the current interest rate and the name of the bank at which it is deposited.

LENGTH OF LEASE - Other information that the lease should cover includes the length of the lease, whether it is month-to-month or whether it is a year-long lease, for example.

TENANT/LANDLORD RESPONSIBILITIES - An outline of tenant and landlord responsibilities regarding the upkeep of the property should be specified – for what items is each responsible (lawn upkeep, trash pickup, etc.)

SUBLETTING - The landlord should specify his/her rules with regard to subletting: whether it is strictly "no sublets," subletting with prior written consent, or allowance of subletting with no prior consent.

PETS/SMOKING - Specification on pets and smoking should also be explained on the lease.

OTHER RULES - There may be other information in the lease including rules about the use of common areas or the delineation of quiet hours.