

UNDERSTANDING LEASES

Leases are often a person's first encounter with an important legal document. This packet is designed to help you understand your rights and responsibilities regarding your lease. Leases are binding legal documents that can make you responsible for thousands of dollars in rent payments, even if you never move in. When you find a rental property that you like, please contact our office at the number below to schedule a free appointment to review your lease before you sign it. We can save you time and money!

Don't get caught up in the winter lease-signing craze! Most campus area properties enter into lease agreements for the next school year over the winter months. Students and landlords will tell you that if you do not sign a lease **immediately** that the best properties will disappear. Do not believe them. Columbus is a big city with a wide variety of rental housing choices. Rental properties farther from campus have more flexible renting schedules. If you rush into a lease agreement, you may find that you have signed a lease for a property that you don't like, with roommates that you no longer want to live with, or in a bad location and you can't get out of it. Take your time and make sure the lease, landlord, location, and roommates are right for you.

For more information on available rental options, contact Off-Campus Student Services at 292-0100.

Top 10 Things to Do Before You Sign Your Lease:

1. Read your lease agreement. Read this informational packet, then read your lease agreement again.
2. Have a lawyer, friend, or relative read your lease agreement and give you their thoughts.
3. View the actual apartment you will be renting. Not a model—your actual apartment. If there are problems with the apartment, have the landlord note on the lease agreement what repairs s/he will make and when s/he will make them by. Have the landlord sign or initial the changes to the lease. Do not accept oral promises that the landlord will make the repairs by the time you move in.
4. Complete the Lease Checklist at the back of this informational packet and make sure that the results are satisfactory to you.
5. Ask your landlord for references. Talk to other tenants. How has the landlord responded to requests for repairs? What are the other tenants in the building like? Have tenants gotten their security deposits back? Have they had any problems? You can also check with the Better Business Bureau to see if any complaints have been lodged against the landlord.
6. Check with the police department. Is there crime in the area? Are there particular problems with the apartment complex that you are looking at? Have the police been called out to the apartment complex for drugs, burglaries, assaults, etc.?
7. If possible, walk by the apartment at different times of day. Is there a lot of street noise? Is it near a construction project? Is it well-lit at night? Is there garbage on the lawn? Are there people loitering around the entrance or parking lot? Do windows and doors look like they are secure? Are garbage dumpsters adequately maintained?
8. Determine what terms, if any, that you want to change. Do you want to be able to have pets? To have a particular parking space? To have cable installed? To have a smoke free apartment? Ask your landlord to make these changes in writing on the lease agreement, and to sign or initial the changes. If the landlord refuses to make important changes, re-think whether or not you want to rent the apartment.
9. Sit down with your roommates-to-be. Are these really people that you want to live with? Will they be able to pay rent? Will they damage the property? Will they clean? Smoke? Throw big parties? Determine whether you are willing and able to assume financial responsibility for your roommates. If not, think about getting a single apartment.
10. Think before you sign!

Student



Housing

Oral and Written Leases

A lease is a written or oral contract that records the agreement made between a landlord and a tenant. In exchange for your promise to pay rent, the landlord agrees to provide a place for you to live. Generally, oral leases can only be for terms of less than a year (usually they are month-to-month agreements). Leases of a year or more must be in writing to be enforceable.

Although legal, an oral lease may be unwise because it often leads to disputes. The best idea is to put the whole agreement into a written lease that is signed by both you and the landlord. A written lease sets out the responsibilities and terms for both parties clearly, and it is easily referenced when questions come up. Always keep a copy of the written lease for your records, as well as a copy of any other documents you receive from your landlord.

If you have a written lease, most oral agreements made between you and your landlord will not be enforceable. Any promises made by the landlord (such as promises to replace carpeting, paint, etc.) should be put in writing on the lease agreement and signed by both parties. Don't rely on oral promises, no matter how friendly your landlord seems! If your landlord refuses to put the promise in writing, it is a sign that your landlord probably will not follow through.

Lease Terms

Because of confusing legal terminology (and small print), many tenants do not bother to read their entire lease before signing it. However, it is extremely important that you understand what you are signing because you will be bound by it. The following breakdown of common lease clauses will help you understand what the provisions of your lease really mean.

But remember—just because the lease says something, does not mean that it will be enforceable in a court of law. Many common lease provisions are prohibited by the Ohio Landlord-Tenant Law. If you have already signed a lease and your landlord is trying to enforce a provision that you think might be illegal, you should see an attorney. If you have not yet signed the lease, but are concerned that there are many illegal terms in the agreement, you may want to think carefully before you sign the agreement. Although the illegal terms will not be enforceable, chances are that your landlord will try to enforce them, which may lead to problems throughout your tenancy.

Lessee and Lessor - You (the tenant) are the “lessee.” Your landlord is the “lessor.”

Lease Term - Leases are generally month-to-month, year-to-year, or for a “fixed term.” Fixed term leases begin and end on a set date (for example, they begin on September 15, 2003, and end on August 31, 2004.) Your lease should clearly state the lease term.

Terminating the Lease - Month-to-month leases and year-to-year leases automatically renew unless either party gives proper notice of termination. To terminate a month-to-month tenancy, the landlord or tenant needs to give 30 days notice in writing to the other party that they want to terminate the lease. For example, if you gave your landlord notice on October 1st that you wanted to terminate the lease agreement, it would terminate as of October 31st. If you gave notice October 15th that you wanted to terminate the lease agreement, it would terminate as of November 30th (at the end of the next full rental term). The notice requirements for terminating a year-to-year lease should be set out in the lease agreement.

Most campus area lease agreements are fixed term leases. These leases have a set starting and ending date. But you need to be careful to check your lease to see if it has a notice requirement for lease termination. Most

tenants assume that their lease will automatically end on the set ending date unless they sign a renewal. However, many lease agreements require tenants to give 30, 45, or even 60 days written notice of termination before the end of the lease. Make sure you read your lease to determine whether or not you have to give written notice of termination. Some leases state that if you fail to give the required notice, your lease automatically renews for an entire year. These provisions may be enforceable, and may subject you to liability for thousands of dollars in rent. As soon as you determine that you do not want to renew your lease, give your landlord notice in writing that you intend to terminate at the end of your lease term, and keep a copy of the notice for your records.

Rent and Late Fees - Your lease should state how much rent is due each month, when it is due, and where it should be paid. The lease may also state how rent is to be paid, such as by personal check or money order. You should not pay rent in cash because it is more difficult to track payments. If you pay by cash, get a receipt!

Make sure you understand how much rent is due for the first month. Although many campus area leases start in mid-September, you may owe a full month's rent payment. This is because the landlord has determined the total amount of rent due for the lease term, and simply divided by twelve. Your first month's rent payment will *not* be prorated unless your lease explicitly states that it will.

Most leases state that rent is due on the first of the month. It is your responsibility to make sure that your landlord receives the rent payments *on or before the first of the month*. Remember that it may take several days or even longer for mailed rent payments to reach the landlord. Unless your landlord requires you to mail rent payments, any rent payments that are mailed and reach your landlord after the due date will be considered late. The safest thing is to personally deliver your rent payments to the rental office and obtain a receipt.

If you signed your lease with another person, you will be responsible for their rent payments as well. It is important to make sure that all of your roommates are paying their portion of the rent on time. If your landlord does not receive a full rental payment on time each month, the landlord has the right to evict *all* of the tenants.

Some leases state that late fees will accrue after a certain period, such as five days. *This does not mean that your rental due date is on the fifth of the month.* Your rent payment is still due on the first of the month, and the landlord can evict you if it is late. This just means that late fees will not be charged until the fifth. Most late fees will be unenforceable if they are not related to the landlord's actual loss, such as lost interest. Courts have found that late fees as low as \$1/day are unenforceable. For more information on late fees, see our informational packet on "Application Fees and Late Fees."

Utilities - Make sure that you understand how utilities will be charged. This should be included in the lease agreement. Will you be responsible for all utilities, or will your landlord pay for some, such as water? Will you be required to sign up for service directly with the utility company, or will the landlord charge you each month? How will bills be calculated? Will you have a separate meter for your unit, or will the landlord divide the total electric bill by the number of apartments? Will you have to pay a budgeted amount to cover utilities each month? If so, how much might you owe beyond the budgeted amount at the end of the year (read the fine print—most leases with a budget provision state that the landlord has the right to charge you at the end of the year if your actual usage exceeds the budgeted rate). Is the apartment already wired for cable, internet access, or phone service (the landlord is not required to provide any of these)? If you do not feel that the utility calculation is fair, you should reach a new agreement with your landlord and put it in writing or rent from someone else. For more information, see our informational packet on "Utilities."

Security Deposits - Tenants are generally required to pay a security deposit at the start of the lease, usually in the amount of one month's rent. There are no limits on the amount the landlord can charge, but if it is more than one month's rent, the landlord must pay you 5% interest on the excess amount. The purpose of the security deposit is to cover any unpaid rent, fees, or damages that you may owe at the end of the lease agreement.

You will be responsible to the landlord for any damage done to the apartment beyond reasonable wear and tear. However, the landlord cannot automatically hold you responsible for charges such as steam cleaning the carpet at the end of the lease. Make sure that you document the condition of the apartment at the time you move in and move out, and give the landlord your forwarding address in writing when you move out. Your landlord then has 30 days to return your security deposit to you. For more information, see our informational packet on "Security Deposits."

Make sure that you understand exactly what you are paying for when you pay your "deposit." Some fees may be nonrefundable, such as pet deposits or application fees. However, excessive application or pet fees may be unenforceable. See our informational packet on "Application and Late Fees" for additional information.

Joint and Several Liability - Each tenant who signs the lease is usually responsible for all terms of the lease, including the full amount of the rent—you are not just responsible for your portion. In legal terms, this is called "joint and several liability." The landlord can go after any individual tenant or all of the tenants for any rent or damages owed. It is very important that you choose co-tenants you trust and who will be able to pay the rent and fulfill their other obligations under the lease. If any of your co-tenants violates the lease or fails to pay rent, the landlord can hold you responsible.

Co-Signors and Guarantors - A "co-signor" is any person who signs a lease with you (co-tenants, parents, etc.). If your parents co-sign the lease agreement, they will also be jointly and severally liable for any rent or damages owed by any of the tenants—not just their own child, unless the lease expressly states otherwise. So if the tenants owe the landlord any money, the landlord can sue the tenants *and/or* any of the co-signors. Co-signors are *primarily* liable.

A "guarantor" is slightly different from a co-signor. A guarantor promises that the landlord will receive all payments from the tenants. If the tenants fail to pay any charges, the landlord first has to go after the tenants. Only if the tenants can't pay, can the landlord go after the guarantor. Guarantors are *secondarily* liable. For more information, see the informational packet on "Co-Signors and Guarantors."

Occupants and Guests

Landlords can reasonably limit the number of occupants and guests in an apartment based on health and safety concerns. A landlord *cannot* refuse to rent to families with children under the age of 18 or pregnant women. See our informational packet on "Discrimination."

Landlords can also reasonably limit the length of time a guest can stay in the apartment. In general, two weeks may be considered a reasonable limit. If the guest stays longer, the landlord has the right to treat them as an unauthorized occupant and either evict the tenant for breach of the lease agreement or charge additional rent. If you want to add a tenant to your lease, make sure that you get your landlord's permission in writing.

Landlords can require registration of guests as long as it is for safety purposes. Landlords cannot overly regulate the presence of guests on the basis of "morality" or other concerns.

“As Is” Clauses

Some leases contain a provision which states that the tenant has had an opportunity to inspect the leased premises, that it is in good condition, and that the tenant takes the premises “as is.” Generally these provisions are intended to relieve the landlord of any responsibility to make repairs. Some landlords have tenants sign early move-in agreements, which state that the landlord is allowing the tenant to move in before the start of the initial lease term, and in return the tenant agrees to accept the premises “as is,” with the understanding that the landlord will not have time to clean up the apartment before the early occupancy begins.

Although these lease provisions may serve some purpose (such as to document the fact that the tenant was able to inspect the property before taking possession and signing the lease, although tenants are rarely given this opportunity), they are NOT enforceable for the purpose of waiving the landlord’s duties under the Ohio Landlord-Tenant Law. The landlord still has an obligation to keep the premises fit and habitable and make any necessary repairs within 30 days of receiving notice of a problem. So even if the tenant signs an “as is” early move-in agreement, if the tenant gives the landlord notice that there are problems that need to be repaired, the landlord must make those repairs within a reasonable amount of time, up to 30 days. See the “Getting Repairs” informational packet.

The Ohio Landlord-Tenant Law also states that just because the landlord waives the right to receive rent (such as in an early move-in scenario), the landlord is not relieved of his or her responsibility to maintain the premises and make necessary repairs.

The Landlord’s Right to Enter the Premises

Some landlords try to waive their obligation to give 24 hours’ notice before entering the rental unit. Such provisions violate the Ohio Landlord-Tenant Law which requires landlords to give the tenant reasonable notice (at least 24 hours) of intent to enter and enter only at reasonable times (during normal business hours) except in the case of an emergency. The duty to notify tenants before entering the property cannot be waived in the lease agreement. This duty also is not waived by a tenant’s request for repairs. Even if a tenant asks you to repair something, you still need to give the tenant 24 hours notice before entering the apartment. A violation of this duty subjects the landlord to liability for actual damages and attorney’s fees, and the tenant may be entitled to terminate the lease agreement. See the “Unlawful Entry” informational packet.

Acceleration Clauses

Acceleration clauses are lease provisions which state that all rent becomes immediately due and payable upon the tenant’s breach. Theoretically this means that as soon as the tenant breaches the lease, the landlord can sue the tenant for all rent that is due for the entire remainder of the lease term. These clauses are unenforceable. In Ohio, landlords are responsible for mitigating damages. This means that if a tenant terminates the lease early, the landlord must take reasonable steps to re-rent the apartment. The landlord is only entitled to recover rent payments from the tenant if the landlord attempts to re-rent the apartment and is unable to do so. Therefore, it is impossible to determine how much rent the tenant will owe the landlord at the time of the initial breach. The landlord can only make a claim for unpaid rent as it comes due.

Liquidated Damages Provisions

Some landlords include automatic damages provisions for a tenant’s breach. For example, the lease might say that if a tenant breaches any provision of the lease the tenant automatically forfeits the security deposit and is responsible for any actual damages suffered by the landlord. Likewise, the lease may purport to hold the tenant liable for the cost of professionally cleaning the apartment at the end of the lease term. As a general rule, landlords can only charge tenants for actual losses suffered (such as lost rent or damage beyond reasonable wear and tear). Landlords cannot charge tenants automatic fees that are not reasonably related to the landlord’s actual losses.

Waiver of Liability

Landlords cannot waive or limit their liability to tenants through an exculpation clause in the lease (example: “Lessee shall assume the full risk of any damage to the leased premises, personal property, or person and Lessor shall not be liable to Lessee for any of said damages”). Such clauses are prohibited by the Ohio Landlord-Tenant Law. If the landlord breaches a duty to the tenant and the tenant consequently suffers damages or injury, the landlord will be liable to the tenant.

The landlord also cannot hold the tenant strictly liable for damage caused by third parties through a lease provision (example: “Lessee shall be liable to Lessor for all damage to windows in the leased premises no matter what the cause”). Tenants can generally only be held responsible for damages caused by themselves or by others with their knowledge and consent.

Attorneys Fees, Jury Trials, and Binding Arbitration

The Ohio Landlord-Tenant Law prohibits landlords from automatically holding tenants liable for attorney’s fees. Only a court can order a tenant to pay a landlord’s attorney’s fees, and generally the availability of attorney’s fees is determined under the statute (example: under the law, a landlord may recover attorney’s fees if the tenant violates a statutory duty, such as failing to keep the premises safe and sanitary, and the landlord is forced to take legal action to recover damages or evict the tenant).

A lease term which states that a tenant waives their right to a jury trial is enforceable. Binding arbitration clauses or clauses which state that the parties agree to resolve their disputes through a professional arbitrator, instead of the court, are also enforceable. If you want to maintain your right to a jury trial and/or to a court proceeding, you should not sign a lease which waives these rights.

Subleases

Your lease agreement may put limitations on subleases. Most leases will require a tenant to obtain the landlord’s written permission before subleasing the apartment. Generally, your landlord cannot arbitrarily or unreasonably withhold approval of subtenants. However, the landlord does have the right to submit the subtenant to their normal application process, such as a credit check and criminal background check. Your landlord can charge you the actual cost of processing a subtenant (such as the cost of advertising or running a credit check). But excessive fees will not be enforceable. See the informational packet on “Subleases” for additional information.

Renters’ Insurance

The landlord is not responsible for protecting your belongings against theft, fire, flood, third parties, or other damage outside of his or her control, or caused by third parties (such as burglars). A renters’ insurance policy can cover all of these types of liability. Some leases require tenants to obtain renter’s insurance. Even if your landlord does not require you to obtain renters’ insurance, you may choose to, especially when renting in a higher crime area. You can choose the amount of coverage that you want from the policy, and it is usually a pretty reasonable price to pay for peace of mind and security. See the “Renter’s Insurance” informational packet.

Quiet Enjoyment of the Premises

Most leases contain a provision forbidding you from using the rental unit in violation of any law or ordinance. This clause also prohibits the possession, use, or sale of illegal drugs in connection with the premises. This clause often prohibits you or your guests from seriously damaging the property or creating a nuisance (e.g. constant loud noise) which disturbs other tenants or neighbors. This right to be free from disturbances is often called the “right to quiet enjoyment.” These clauses insure not only that other tenants will be free from disturbance by you, but also that you will be free from disturbances from other tenants and from the landlord. See the “Noisy Neighbors” informational packet for additional information.

Possession of the Premises

Some leases have provisions explaining what happens if you fail to move in after signing the lease. In most cases, the landlord can hold you responsible for rent, although there is a duty for the landlord to mitigate his/her damages. This means that if you are not moving in, the landlord must take reasonable measures to find a new tenant. You will remain responsible for the rent until another tenant is found. Keep in mind that a landlord may be forced to rent the premises for less than you were paying. If this happens, you may be responsible for the difference in the rental amounts.

Sometimes the lease will also cover what happens if the rental unit is not ready at the move-in date. This may happen in a variety of situations, including fire in the building, repairs that need to be completed, or an old tenant who illegally holds over after expiration of their lease. The lease may state that you have to give the landlord a reasonable time (usually 30 days) to give you possession of the property and that the lease itself does not terminate. If you know that you have to be in the apartment on a certain date, make sure it is clear in the lease agreement that if the landlord is unable to provide possession on the start date, that your obligations under the lease agreement will terminate.

Self-Help Evictions

Some leases state that the landlord may enter the apartment, remove the tenant's belongings, and lock the tenant out if the tenant violates a provision of the lease agreement. The Ohio Landlord-Tenant Law prohibits landlords from taking any action, including utility shut-offs or lock-outs, to evict a tenant. The **ONLY** way a landlord may evict a tenant from the property is through a court-ordered eviction process. If a landlord violates this section, the landlord will be liable for all damages caused to the tenant (such as moving expenses, the cost of alternate accommodations, damage to personal property, utility re-connection fees, etc.), attorneys fees, and even punitive damages. See the "Evictions" informational packet for additional information.

Lead Paint Disclosure

Federal law requires landlords to give a variety of lead paint disclosures and informational materials to you *before* you sign the lease agreement if the apartment was built before 1978. Lead paint can be extremely hazardous, especially to children. See our "Lead Paint" informational packet for additional information. You may have legal rights if your landlord has failed to give you the required notices and disclosures.

Lease Addendum

Sometimes landlords will include rules or regulations in the lease. However, these rules and regulations are frequently contained in separate documents, or addendums. These rules affect how you may live in a rental unit, so read them carefully and make sure to keep a copy on hand in case any questions come up. If your lease agreement refers to an addendum, make sure that you see it before you sign the agreement.

Bedrooms and Boarding Houses

Make sure that you understand how many bedrooms are available in the house, and which rooms may be used as bedrooms. Many attics and basements may seem like attractive bedrooms, but most violate health and safety codes for the city of Columbus and are illegal to use as bedrooms unless they have adequate fire egress and ventilation.

If you are only renting a bedroom, signed an individual lease, and are sharing all other spaces in the house with the other tenants, you may be staying in a boarding house. Boarding houses have to be licensed with the City of Columbus. Ask to see the license and to view all common areas before you sign the lease.

THIS INFORMATIONAL PACKET ONLY REFERS TO OHIO LAW AND DOES NOT CONSTITUTE LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, YOU MUST CONTACT AN ATTORNEY. THE LAW MAY HAVE CHANGED SINCE THE DATE OF THIS PUBLICATION.

12/07

The Ohio Landlord-Tenant Law and Lease Terms

Ohio Revised Code Chapter 5321, the Ohio Landlord-Tenant Law, sets forth some guidelines on what can and cannot be included in lease agreements. In general, landlords cannot waive any duties set forth under Chapter 5321 or include any unconscionable, or unfair, provisions in the lease agreement. If any clause in the lease is unenforceable because it violates Chapter 5321 or is unfair, the court may refuse to enforce the lease term or the entire lease agreement. For more information on landlord duties, see the informational packet on “Landlord and Tenant Duties.”

5321.06 Optional Terms of Rental Agreement

A landlord and a tenant may include in a rental agreement any terms and conditions, including any term relating to rent, the duration of an agreement, and any other provisions governing the rights and obligations of the parties that are not inconsistent with or prohibited by Chapter 5321 of the Revised Code or any other rule of law.

5321.13 Terms Barred from Rental Agreements

(A) No provision of this chapter may be modified or waived by any oral or written agreement except as provided in division (F) of this section.

(B) No warrant of attorney to confess judgment shall be recognized in any rental agreement or in any other agreement between a landlord and tenant for the recovery of rent or damages to the residential premises.

(C) No agreement to pay the landlord’s or tenant’s attorney’s fees shall be recognized in any rental agreement for residential premises or in any other agreement between a landlord and tenant.

(D) No agreement by a tenant to the exculpation or limitation of any liability or its related costs shall be recognized in any rental agreement or in any other agreement between a landlord and tenant.

(E) A rental agreement, or the assignment, conveyance, trust deed, or security instrument of the landlord’s interest in the rental agreement may not permit the receipt of rent free of the obligation to comply with section 5321.04 of the Revised Code.

(F) The landlord may agree to assume responsibility for fulfilling any duty or obligation imposed on a tenant by section 5321.05 of the Revised Code, other than the obligation specified in division (A)(9) of that section.

5321.14 Unconscionable Agreements

(A) If the court as a matter of law finds a rental agreement, or any clause thereof, to have been unconscionable at the time it was made, it may refuse to enforce the rental agreement or it may enforce the remainder of the rental agreement without the unconscionability clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.

(B) When it is claimed or appears to the court that the rental agreement, or any clause thereof, may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to its setting, purpose, and effect to aid the court in making the determination.

LEASE CHECKLIST

Before you sign your lease, make sure you have reviewed all of the important terms and that you understand your obligations. Discuss any questions with your landlord, and include all changes in writing on the lease agreement.

RENT

_____ Amount
_____ Due
_____ When First Installment Due
_____ Penalty for Late Payment
_____ Can Rent be Raised?
_____ Amount of first payment (will it be pro-rated?)

ADDITIONAL COSTS

_____ Utilities
_____ Deposit for Pets
_____ Parking
_____ Laundry
_____ Cleaning
_____ Other

TIME OF OCCUPANCY

_____ Dates: Move-In ____; Move-Out ____
_____ Time Required for Notice of Renewal
_____ Time Required for Notice of Moving Out
_____ Maximum Number of Occupants

LAUNDRY

_____ Machines Provided?
_____ May Tenants Install?
_____ Limitations
_____ Location

SECURITY DEPOSIT

_____ Amount
_____ Conditions for Return
_____ Date for Return

INSPECTION

_____ How Much Notice
_____ Who Else May Enter

DAMAGES

_____ Who Is Responsible for Damages
_____ How/When Will They Be Assessed
_____ Who Is Responsible for Repairs
_____ Note Damage Incurred Before Occupancy

PARKING

_____ Where
_____ How Many Spaces
_____ Limitations
_____ Decal/Permits Required

TERMINATION

_____ Can the Unit Be Subleased?
_____ Can the Unit Be Assigned?
_____ If So, Under What Circumstances?
_____ Conditions for Lease Termination

CLEANING

_____ Who is Responsible?
_____ How Often?
_____ Equipment Provided?

CHANGES IN THE AGREEMENT

_____ Can the Agreement Be Changed?
_____ How?
_____ By Whom?

RESTRICTIONS

_____ Smoking
_____ Noise Level
_____ Property Storage
_____ Pets
_____ Alterations
_____ Conduct/House Rules

PREMISES REVIEW CHECKLIST

BUILDING EXTERIOR

- _____ Condition of Sidewalks/Walkways
- _____ Condition of Driveway/Parking Lot
- _____ Building Address Posted
- _____ Condition of Exterior Walls
- _____ Condition of Stairs and Porch
- _____ Condition of Fence/Gates

WINDOWS

- _____ Lock
- _____ Screens
- _____ Adequate Natural Lighting
- _____ Free from Air Drafts
- _____ Weather stripping

COMMON AREAS

- _____ Cleanliness
- _____ Condition of Stairs
- _____ Sufficient Lighting
- _____ Stair Handrails
- _____ Doors at Least 2'-8" Wide

DOORS

- _____ At Least 6'-6" in Height
- _____ Properly Close and Lock
- _____ Lock Where Required
- _____ Bathroom: 2'-4" Wide
- _____ Bedroom: 2'-6" Wide

ELECTRICAL

- _____ Outlets Operable
- _____ Access to Fuse Box/Circuit Breaker
- _____ Each Fuse/Circuit Labeled
- _____ Ground Fault Interrupter Outlets
- _____ Near Plumbing Fixtures

ROOM SIZES

- _____ Living Room
- _____ Dining Room
- _____ Kitchen
- _____ Bedroom #1, #2
- _____ Bedroom #3, #4

PLUMBING

- _____ No Leaks around Fixtures
- _____ Condition of Fixtures
- _____ Who Is Responsible for Repairs?
- _____ Note Damage Incurred Before Occupancy

BASEMENT UNIT

- _____ Free from Dampness
- _____ Clear from Piping/Ducts
- _____ Separate Access - Secure?
- _____ Free from Equipment
- _____ Adequate fire egress?

FIRE PREVENTION

- _____ Number of Smoke Detectors
- _____ Location
- _____ Operate Properly

ATTIC UNIT

- _____ Properly Insulated
- _____ Room Sizes
- _____ Room Height
- _____ Separate Access - Secure?
- _____ Adequate fire egress?

HEATING FACILITIES

- _____ Location
- _____ Clean and Accessible for Maintenance

OTHER

- _____ Chipped Paint/Plaster
- _____ Signs of Lead Paint
- _____ Signs of Rodents/Pest

KEYS

- _____ Will the Locks be Changed?
- _____ When and How Will You Receive Keys?
- _____ Is There a Mailbox Key and Where Are the Mailboxes Located?