

Q&A : What to know about leases

For more information about renting, see Q & A: Tips for smart renting **Page 14**

Sara Chamberlain went to Northwest Missouri State University for her Bachelor of Arts degree in English and Political Science. She received her law degree last May from William and Mary. She started working at the law office of Kadie Campbell Johnson, LLC in September. The Index asked her questions about what a potential tenant should look for when signing a lease.

What makes a lease valid?

You have two types of leases. One can be oral and one can be written. Both of them are valid. Basically you need to have a contract, so there needs to be some kind of agreement between the parties. In the law we call it a meeting of the minds. So, usually when we're talking about a lease agreement, whether it's written or it's oral, you have to have some kind of terms, like 'this is the amount of rent I'm going to charge you per month' and 'this is the location we're going to be having the property in ques-

tion' and usually the parties so who is the renter and who is the owner. Those are kind of your basic procedures. Usually in the lease agreement they have other types of things like the rent is due at this time of the month or are there late payments. The most basic is there's an agreement between the parties in regard to the basic subject matter, which are the parties, the location and the amount.

An oral agreement is considered valid?

You can still have an oral lease. They are a little more fluid because they are only valid for one month at a time usually so if a landlord wants to terminate it's a lot easier for them and it's easier for the tenant too. So if you want something going month to month the oral agreement can be a good way to do it, I guess.

Is there specific wording you should look for when signing a lease?

You can have all sorts of kinds of agreements. There aren't really any where you need this type of language in there. But I guess you kind of want things to be spelled out to protect you especially as a college student. Make sure stuff like who's responsible for repairs, are pets allowed, how many people are allowed to be there, are you permitted to sublease the apartment — those kind of terms are important to have in there. What does the apartment have to look like when you leave there and who's responsible for gas, water, electric, trash — those kinds of provisions don't necessarily have to be in there but it's good to know at the outset what your responsibilities are and what the landlords responsibilities are as far as those things go.

What are terms for eviction, are they usually spelled out in the lease?

They can be spelled out in the lease so it can say basically, "I can



Joyce Wong/Index

Sara Chamberlain, associate attorney at a Kirksville law firm, sits at her desk Wednesday. She fielded questions from the Index about what the average person should know about leases before signing.

choose to evict you for these provisions." Other things like if you're failing to pay your rent you can be evicted for that. If you've caused substantial property damage to the apartment, if there's criminal activity going on in the apartment, that's a ground for lease termination. Then anything in the lease — basically if you violate one of the terms of the lease that can be grounds to terminate the lease.

How do you add another person to the lease?

I guess the best way to do it is to talk to your landlord first to make sure it's fine then there are two options. One, you could draw up a new lease, the other way is to amend the lease basically — either by writing the person in, but I caution you when you sign something into the lease both of you should initial it so that something isn't getting added without your knowledge so you're saying yes, I agree to this provision and they are saying yes, I agree to that provision too. So, both ways work — I don't know if there's one necessarily that's better than the other but make sure you're protected if you're writing it in by initialing.

If you pay a security deposit, what defines normal wear and tear?

It's kind of hazy. I don't know if I have a good answer for that because a lot of times it's subjective as far as what wear and tear is. Some little stains on the carpet are probably normal wear and tear, but if there's a large pool of some kind of fluid that's probably more than normal wear and tear. So some if it's subjective on how much it's worth fighting and how much is the amount that's being asked for. Sometimes you can spell it out in the lease on what constitutes wear and tear — that might be a good option as far as that goes.

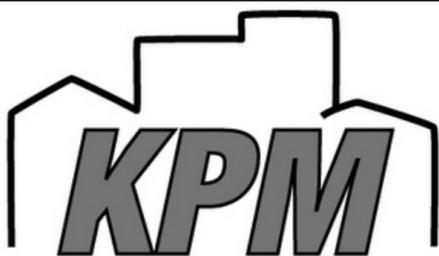
Are there legal obligations for someone to rent out a house or apartments infrastructure-wise?

It needs to be habitable. So, basically you need to have your basic infrastructure secure. You need to have access to water, electric and heat and those types of things so you can live there. If you don't have those amenities, the normal necessities of life, then it's not something you can rent out. It also needs to be up to code usually as far as buildings go and that's part of it being habitable. It needs to be a sound structure, the roof shouldn't be caving in and there shouldn't be exposed wires or that sort of thing. So, it needs to be a safe place to live.

If you sign a lease then move in and realize the water isn't connected — what would you do?

First, you definitely notify the landlord and give them an opportunity to fix the problem. If they don't fix it in a reasonable amount of time and it's something basic like you have no running water — something that is a necessity of life and you've given them proper time at that point you would tell them I'm terminating the lease because I don't have proper plumbing, because this place isn't habitable. You're probably justified in moving out at that point if they haven't taken any action to fix it or they haven't made any promises to you to fix it.

Another thing people have questions about sometimes is subletting their apartment or signing the lease. The difference is when you sublet, if you're the renter, you're still ultimately responsible still to the landlord. So the person you're subletting the apartment to has a responsibility to pay you, but they don't necessarily have a responsibility to pay the landlord. So, if they fail to pay the landlord you're still on the hook. With an assignment that kind of changes who's responsible and that kind of allows the other person to take your place. Both of those you need permission from your landlord to do.



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Thank you!

We want to express our sincere appreciation to all those that attended the tribute to Jack Bowen and also for the many cards, gifts and well wishes that were extended. We wish to thank the Department of Health & Exercise Sciences and the Truman Alumni Association for all of their hard work in planning and organizing this memorable evening for us.

Jack and Melba Bowen