

# How to Read Your Lease

## What is a Lease?

A lease is a written agreement under which a property owner allows a tenant to use the property for a specified period of time and rent.

Leases are made up of a number of different sections, referred to often as provisions or clauses.

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## Common Lease Provisions

Most leases in New York and the surrounding areas are based on a template. The language used in these types of leases is fairly standard, but can be a bit complicated.

### 1. Disturbance, Illegal Use

*Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence.*

This type of clause says that the tenant (the lessee) and anyone in his or her apartment won't disturb the other tenants in the building, or use the apartment for illegal purposes. The disturbance part of this clause is pretty simple, although often open to interpretation, but basic common sense indicates that you shouldn't constantly have wild parties, and that you don't anger the other people who live in your building.

### 2. Lessee's Covenants in Event of Termination Clause

*The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:*

- *(A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental value of said premises for the remainder of the term or any extension or renewal thereof; and*

This clause generally covers what you have to pay your landlord in case you have to break your lease, get evicted, or leave your apartment before your term is over. When you sign a lease, you are guaranteeing a landlord a certain amount of income – whatever the cost of your rent would be over the course of your term. If you leave before your term is

over, you are depriving your landlord of some of the income you promised them when you signed the lease. As a result, most leases have one of these Covenant clauses in them.

### 3. Loss/Damage Clause

*The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.*

This clause requires you to pay the landlord, or “indemnify” him or her, if you cause a serious accident that hurts someone else or does major damage to the building. If you scrape up the hardwood floors in your apartment, that’s small damage – your landlord might take the cost of resurfacing the floors out of your security deposit. If you start a fire, though, that burns down the building, which goes beyond your security deposit and requires you to pay for the damages you caused.

This clause does not make the landlord immune to prosecution for negligence or misconduct, though – if a friend, visitor, or roommate slips on your broken stairs because your landlord hasn’t repaired them in several months, your landlord is at fault, not you (most of the time).

This clause also indicates that your possessions are yours to worry about. If your stuff gets stolen, broken, or destroyed while you live in the apartment, the landlord is not responsible for replacing it. Renter’s insurance is strongly suggested to protect you in case something gets damaged during your tenancy.

### 4. Notice Clause

*Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor’s address, in which case such notice shall be so sent to such changed address*

*of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*

This clause indicates how you and your landlord need to communicate with one another for purposes of the law. If your landlord is sending you any communication that is official, like a rent increase, or the like, this clause will tell him or her how to do it properly. Most standard leases require that official correspondence between a landlord and tenant either be sent through certified or registered mail, or by hand delivery. Likewise, the tenant can send information to the landlord (through certified or registered mail) to the address provided on the first page of the lease, unless the landlord specifically indicates a different location.

#### **5. Pet Clause**

*No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent, and consent so given may be revoked at any time.*

Pet clauses are common in leases. They basically require that a landlord give you permission to have a pet. Landlords are not allowed to charge you a pet deposit, or a special pet fee, but they are allowed to deny you the ability to have a pet. Most landlords do not allow pets, because they feel pets are dangerous for the apartment or disruptive to other tenants. If a landlord has told you that you can keep your pet, make sure he or she either writes it into the lease, or sends you an official letter allowing it (as sent according to the rules in your notice clause).

#### **6. Repair Clause**

*The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted*

This clause requires you to keep your apartment in good condition as long as you live in it. Reasonable wear and tear is expected, though, and small repair issues like filling in nail holes you leave in the wall from hanging pictures or posters is not usually your responsibility (assuming you didn't punch inch-wide holes in the walls for your decorations). You are expected to leave your apartment in more or less the same condition you got it in, though. If, for example, during your tenancy *you* broke the refrigerator or the toilet, you may be responsible for helping to pay for repairs to them, sometimes out of your security deposit.

This clause does not make you responsible for major repairs like fixing plumbing for the building. In New York, your landlord is always responsible for maintaining the apartment in safe and sanitary conditions (i.e., up to the standards of the sanitary code). You only need to worry about damage you or your guests cause to your own apartment.

## **7. Right of Entry Clause**

*The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees.*

The most common stipulations for this clause allow your landlord to come into your apartment for specific reasons only: to inspect your apartment, to make repairs, and to show the apartment to the next prospective tenant or buyer.

## **8. Subletting Clause**

*The Lessee shall not assign nor underlet any part of the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone except the individuals specifically named in the first paragraph of this lease, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.*

The standard subletting clause requires you get your landlord's written consent before you sublet your apartment. This doesn't necessarily mean that landlords are against subletting; they may just want to meet the person who is potentially taking over your room or apartment during the period when you are not present.

## **9. Attached Forms**

*The forms, if any, attached hereto are incorporated herein by reference.*

In addition to the standard lease clauses, most landlords will have a few additional provisions of their own that are very specific to the properties they own. This clause indicates that you are willing to agree to abide by whatever extra rules the landlord is asking you to (or, alternatively, that you and your landlord have worked out a compromise, and the compromise is now attached to the lease). Here are a couple of ideas of what some of these provisions can be:

- No candles are allowed in the apartment
- Tenants must use a shower curtain on both sides of the bath tub to protect the wood fixtures on the window sill.
- Tenants must cover 50% of the hardwood floors with carpet to protect the wood.

## 10. Guaranty

*In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee. WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.*

This clause is very commonly used when landlords are renting to students. This clause requires someone else, usually a parent or family friend, to cover a tenant's rent or other duties to the landlord if the tenant cannot do it him or herself. It's basically rent insurance for landlords – they assume that students don't have a lot of money, and may not always be able to pay for their own rent. By having a guarantor, landlords can make sure they get the money they need, even if the student tenants can't pay for some reason.

If a landlord asks for a guarantor, that third party will need to actually sign the lease (just like the tenants do), and go through a credit check. If you have fantastic credit on your own, and you can convince the landlord that you don't need a guarantor, they may not ask for one. Most students, though, will need a guarantor.

Each individual landlord will have different requirements for living in his or her building. If you don't agree with a certain provision, talk to your landlord about changing it.

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### *\*Disclaimer\**

Please note the above is for information purposes only: Legal information is not the same as legal advice – which is the application of law to an individual's specific circumstances. For specific situations and documents, consult a lawyer if you want professional assurance that the information, and your interpretation of it, is appropriate to your particular situation.

# SAMPLE LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD:

TENANT:

.....  
 .....  
 Address for Notices  
 .....

Premises: .....

Lease date: ..... 19.....	Term beginning ..... 19..... ending ..... 19.....	Yearly Rent \$..... Monthly Rent \$..... Security \$.....
Broker*		

### 1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

### 2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

### 3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

### 4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

### 5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

### 6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating\*\*

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

### 7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

### 8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

### 9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

\*If no broker, insert "None."

\*\*Add other utilities and services, if any.

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

#### 11. Fire, damage

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

#### 12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

#### 13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

#### 14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

#### 15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

#### 16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

#### 17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

#### 18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

#### 19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossession, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

#### 20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

#### 21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

Date of Guaranty \_\_\_\_\_ 19\_\_\_\_\_

Guarantor and address \_\_\_\_\_

1. Reason for guaranty

I know that the Landlord would not rent the Premises to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty

The following is my Guaranty:

I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect

This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice

I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance

If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial

I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes

This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR:

WITNESS: \_\_\_\_\_

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ ss.:  
On \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known to be the individual described in and who  
executed the foregoing instrument, and \_\_\_\_\_  
duly acknowledged to me that he executed the same.

STATE OF \_\_\_\_\_ County of \_\_\_\_\_ ss.:  
On \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_  
to me known, who being by me duly sworn, did depose and say that he resides in  
that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation mentioned in, and which executed the foregoing instrument; that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of  
of said corporation; and that he signed his name thereto by like order.

Landlord,  
TO  
Tenant.  
**LEASE**  
Apartment .....  
at .....  
Term Begins ..... 19.....  
Term Ends ..... 19.....  
Term rent \$..... Monthly rent \$.....