



## THINGS YOU SHOULD KNOW

# LEASES AND RENTAL AGREEMENTS

## What's the Difference?

### Lease:

Normally, a written lease will last for a fixed period of time, typically six months or one year. This will protect the tenant from rent increases during that time. The landlord has the advantage of being assured that he will receive rent for that period. The tenant is obligated for the rent for the entire lease period whether they live there or not, unless the landlord substantially violates the lease, rents the property to somebody else, or agrees to let the tenant out of the lease.

### Rental Agreement:

If a tenant never had a written lease agreement, or if their written lease has expired, they are probably a month-to-month tenant. A month-to-month rental agreement continues from one month to the next, as its name implies, until either the tenant or the landlord gives a one-month advance notice of termination. Sometimes landlords require tenants to give them more than a month's notice if they do not intend to renew the lease. It's important to check the lease for this period to avoid problems. If a tenant pays rent weekly, then they may be a week-to-week tenant and only one week's notice is required. ***No matter who terminates the lease, both tenant and landlord should always keep a copy of the notice of termination as proof.***

### For Month-to-Month Rental Agreements:

Either party can give a 30-day advance notice of any change at any time. Unless the other party clearly terminates (or fails to renew the lease), it could be assumed that they have accepted the new terms offered by the other party. In this case, consent is given by that party's actions. A court may find that the tenant accepted the landlord's offer by her conduct alone. However, a tenant should not assume anything, as a court will decide each situation differently.

***Again it is best that a tenant get agreements in writing and signed by the owner or manager, rather than relying on oral or implied consent.***



### Changing Terms in the Middle or the End of the Lease

During the lease, one party cannot change any terms of the lease agreement without the other party's consent.

**NOTE:**

- Consent can be given orally, in writing or by the actions of the other party.
- ***However, if an agreement is reached, it is best that it be made in writing, dated, and signed by both parties.***

Unless an agreement is reached, the parties must abide by every term in the lease agreement (including any house rules).

***However, one month prior to the end of the lease, either party can propose any changes to the lease agreement.***

*against due to your race, color, national origin, religion, sex, disability (mental or physical), or familial status, you can call the Office of Fair Housing and Equal Opportunity at 1-800-669-9777.*

Information for this brochure gathered from:  
Austin Tenants' Council <http://www.housing-rights.org>

Waco Housing & Community Development  
<http://www.waco-texas.com/housing.asp>

### BEFORE YOU SIGN THE LEASE

Before you sign a lease or give a landlord money for fees or deposits, do a thorough inspection of the premises you plan to lease, and read the whole lease carefully. (Despite the myths, there is no law that allows you out of a lease if you change your mind in three days).

**Before you move in:**

- ☑ **Check the inside:** NEVER sign a lease or even put a deposit down on an apartment or house until you have seen the exact place you will be renting. When you inspect the place you may rent, look it over carefully.
  - Make sure the place does not smell bad. This could signal mildew caused by roof or plumbing leaks.
  - Turn on the water faucets and make sure the hot water works.
  - Flush the toilet.
  - Test the heating and air conditioning units.
  - Open all of the cabinets and drawers in the kitchen and bathroom.
  - Look for signs of insects or rodents.
  - Look carefully at the carpet.
  - Check around the windows.
  - Are there any signs of leaks or water damage?
  - Does the house or apartment have working smoke detectors?
  - Test all of the lights.
- ☑ Carry a pen and paper with you. Make a list of anything that is damaged or that needs repair. Take a copy of your list to the landlord, and ask to have all the items repaired. Be sure to keep a copy of this list yourself.

*If you feel like you are being discriminated*

### SECURITY

When you visit a place you're considering, check to see that it has the security devices required by Texas law. All apartments, rent houses, condos and town homes offered for rent must have these devices, provided at the owner's expense:

- ☑ a keyless deadbolt or keyless bolting device on all exterior doors
- ☑ a peephole or clear glass pane in all exterior doors
- ☑ a keyed deadbolt or door handle lock on a main entry door
- ☑ a pin lock on each sliding glass door
- ☑ either a door handle latch or a security bar on each sliding glass door
- ☑ a window latch on each window