Lease Checklist

What is a Lease Agreement?
A lease is a legal and binding contract between a tenant and landlord. This agreement should contain all rules, regulations, rights and obligations of both the tenant and landlord regarding the use and occupancy of a dwelling unit and premises.

What’s in a Lease Agreement?
Not all lease agreements are the same and can differ substantially depending on the type of dwelling that will be rented and the various laws, regulations, and ordinances that may apply. Although a lease can be verbal or written, it is recommended that the lease be in writing. A verbal agreement can be very difficult to enforce when there is a problem or conflict, and may not be enforceable in court. A written agreement is more precise than a verbal agreement because it deals with situations and issues that may arise and states specific rights, responsibilities, consequences and remedies. If you plan to rent as a tenant or a landlord, make sure you understand and agree with all of the provisions of the lease and can make a commitment to be bound by the agreement before you sign it.

Sample Residential Lease Checklist

Names:
Include the complete legal names of all parties entering into the lease, that is, the owner(s) of the property or his agent (“the landlord”) and the person(s) who will be occupying the dwelling (“the tenant”). Avoid nicknames, partial names and include middle initials and suffixes such as “Junior” or “II” if applicable. Make sure the lease identifies contact information for each party such as a telephone number and mailing or e-mail address. Tip: get an individual lease!

Occupancy:
The number and names of all persons who will reside in the dwelling.

Description of the Rental Dwelling:
List the complete address and location of the leased dwelling, and describe any additional “property” such as furnishings or assigned parking spaces that might be included with the premises.

Lease Term:
State the specific date the lease will begin and end. This term, or length of the lease, should also state whether the agreement might be extended at the ending date and what conditions will apply if it is extended. Typical lease terms are year to year, month to month and week to week.

Options to Renew:
State what will happen to the lease at the end of the term, if and how it can be renewed and what provisions will apply if the lease is renewed.

Rent Amount:
Include the amount of rent due and the dollar amount of monthly payments plus the amount of prorated rent for an initial partial month.

Payment of Rent:
Provide the date rent is due, the grace period before a late fee becomes applicable, the type(s) of payment accepted, place or mailing address where rent is to be paid, and a statement regarding the joint, several, and individual liability of each tenant for the payment of rent.

Fees or Charges:
If the tenant will be responsible for fees or charges for late rent, bounced checks, attorney fees or other charges, it should be clearly disclosed in the lease agreement.

Utilities:
List what utilities are provided and whether the tenant or landlord will pay for the service. Establish who is responsible for the initial utility set-up and disconnection at the end of the lease.

Move-In and Move-Out Inspections:
At the beginning of the tenancy, the tenant and landlord should prepare a detailed report of the condition of the rental dwelling, list all damage, and agree on all existing conditions. At the termination of the tenancy, the tenant and landlord should inspect the unit together to determine if there is damage or other conditions not reported at the beginning of the tenancy. Charges that may affect the return of the security deposit should be discussed and the tenant given an opportunity to correct any disputed items or conditions.

This information can be found at www.fairfaxcounty.gov
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Security Deposit:
Describes the amount of the security deposit, how it will be held, conditions a tenant must follow for the return of the deposit, landlord’s obligations for returning the deposit after the termination of the tenancy, and if interest earned on the deposit is payable to the tenant. Specific procedures and statutory requirements that apply should be outlined.

Maintenance Duties and Responsibilities:
Maintenance, repair and reporting obligations and responsibilities are listed for the tenant and landlord before, during, and at the end of the tenancy based on duties required by state and local laws, regulations, and ordinances.

Termination Notice Requirements:
Notice requirements for terminating the lease for any reason either by the tenant or landlord, and any fees, penalties, or liquidated damages should be stated. Specific statutory requirements should be outlined for tenants covered under the Servicemembers Civil Relief Act.

Notices:
Specific requirements for giving written notice and the proper method(s) for delivering written notice to or by either the tenant or landlord should be stated in the lease agreement.

Access to Premises:
Rules for when and how much advance notice the landlord will provide to the tenant in order to enter the rental dwelling for repairs, inspections, to show the premises to potential tenants or buyers, or in an emergency situation, should be stated. Tenant requirements to not unreasonably deny the landlord permission to enter should be stated.

Pets:
Authorization and rules concerning pets, if permitted, and additional deposit or rent, if required, should be stated in the lease agreement. The Fair Housing Act makes it unlawful to refuse to grant persons with disabilities reasonable accommodations, including allowing the use of service animals.

Tenant Remedies:
Details specific actions a tenant must take, such as a written notice to the landlord, or court action if the landlord fails to correct a breach of the lease agreement. Before taking court action, legal advice is recommended to be sure proper procedures are followed.

Landlord Remedies:
A landlord must serve written notice of a breach of the lease agreement to the tenant and follow specific statutory requirements. If the tenant fails to remedy the breach, before taking action, a landlord should obtain advice to be sure proper legal procedures are followed.

Sub-Lease or Assignment:
States whether a tenant is allowed to rent the dwelling or part of the premises to a third party, and if written permission from the landlord is required. If the landlord will allow sub-lease or assignment, it should be clearly stated in the lease whether both the tenant and sub-tenant are responsible for all the terms and conditions of the original lease for the remainder of the existing lease term.

Renter’s Insurance:
Notice to tenant of his or her responsibility to obtain insurance to protect personal property and safeguard against perils and liability exposure. Landlord insurance protects the property from loss, but does not protect the tenant’s personal property.

Governing Laws:
Establish which state and local laws apply to the lease agreement.

Rules and Regulations:
A tenant is subject to rules and regulations concerning the tenant’s use and occupancy of the premises and common areas at the time the tenant enters into the lease agreement, which may include condominium or homeowner association regulations.

Special Provisions:
Additional terms or conditions may be included by the landlord or tenant based on mutual agreement. Any changes or additions to the lease agreement must be in writing and should also be initialed by both the tenant and landlord.

Signature Page:
Contains the signature(s) of the tenant(s) and landlord(s). A signed lease agreement reduces problems or challenges if a dispute or problem arises during or after the tenancy.

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