Signing the Contract

WHEN YOU SIGN A LEASE OR CONTRACT, you are signing a legally enforceable document, obligating yourself to observe all of its terms. Make sure that you understand every element of it to avoid unhappy consequences.

Before You Sign

• Read your contract thoroughly. Ask specific questions about anything you don’t understand. If someone else (parents, guardians, etc) is helping pay the bill, make sure they review the contract before you sign.
• Make sure you are fully satisfied with the overall condition and cleanliness of your unit before you move in. Once you move in, you have essentially accepted the unit “as is.” Get any commitments from the property provider in writing, such as for cleaning or repairs.
• If you are asked to put money down to hold a unit (holding deposit), make sure the agreement is in writing (see page 40 for example) and give yourself at least three (3) days to change your mind. The landlord may legally keep a portion or all of the holding deposit if you change your mind.
• Ask current occupants or neighbors about security or personal safety issues that are important to you. You might also want to ask their opinion of the management, including quickness of repairs.

Consider the following questions:

• How much is the total rent and your personal share of rent?
• Are you required to pay last month’s rent in advance?
• Are utilities included in the rent?
• Is this a fixed-term lease or month-to-month rental agreement? See page 19 for comparison.
• Does this agreement contain a “Joint & Several” clause? If the contract states that you and your roommate(s) are “jointly and severally liable,” you will be responsible for the entire amount of the rent if your roommate(s) moves out or doesn’t pay his/her rent (see page 11).
• Is subleasing permissible? If you plan to sublease your place, make sure you understand subleasing conditions, fees, or restrictions (see page 20).
• Do I need a cosigner? Many property providers require a cosigner who will financially back your rental agreement. Each tenant should have a cosigner, if one is required, to protect each cosigner from being the only one financially responsible for all roommates.
• How much is the security deposit? Property providers can ask for two times the monthly rent for unfurnished units and three times the monthly rent for furnished units. If a property provider requires last month’s rent in addition to the security deposit up front, the total may not be more than twice the amount of rent (for unfurnished). All of your security deposit is fully refundable. A property provider may not specify in advance that a portion will be withheld for cleaning, repairs, etc. (Civil Code Section 1950.5). If a property provider requires a cosigner and the tenant is unable to find one (this is common with international students), the property provider can ask for a higher security deposit. Property providers can legally ask for a higher deposit for pets, as well.
• Do you have accurate contact information for your property provider/manager? Your property provider is required to provide you with the name, address and telephone number of the authorized manager of the rental. By law, this address must be the street address at which the manager lives or works. A PO Box is not an acceptable address. A property manager’s information needs to be made available to all tenants on the lease (Civil Code Section 1962).

After You Sign

Once you’ve made your final decision and you’ve signed the contract your property provider has 15 days to provide you with a copy of the signed lease agreement. Keep a copy of your lease, the receipt for your security deposit and any other housing-related documents in a rental file. It’s also a good idea to retain contact information about all of your roommates and their cosigners in case problems arise.