

Lease Agreement Red Flags You Should Watch Out For

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Trust me, I get it fully. Trying to maintain an attentive composure during a daunting task like a lease signing can be a pain, but it shouldn't be taken lightly. [Renting an apartment or home](#) is not only a huge commitment – it's a legally binding contract. Meaning, if terms are broken by either party, it can hold up in court.

It's important to thoroughly review your contract; that way, you don't miss any potential red flags. As a tenant, you [have rights](#) just like a landlord does. Keep in mind that rental laws vary

something questionable in your lease, ask about it or possibly seek a third-party opinion.

“The landlord rightfully has full and complete access into the tenant’s apartment at any time.”

It’s common for a [lease agreement](#) to include a “right of entry” clause. This clause allows a landlord or property manager to enter a tenant’s home when appropriately necessary – notice I said *appropriately necessary*.

Cases like emergencies, repairs or updates to the apartment, or if/when the landlord is showing the apartment to an investor or tenant that will be taking over the lease, are deemed appropriate by most governing bodies.

Aside from an emergency situation, 24 hours written notice is a standard and reasonable time frame for landlords to notify you when they will be entering your home. Also, the time upon entering is worth noting – the hours between 9 am and 6 pm are considered sensible and standard.

Anything else added or left out should send up an immediate red flag. If this happens, you may want to have your agreement reviewed by a third party.

“If tenant fails to pay rent on time, a 12% late fee will be added to the balance every day until the payment is fulfilled.”

Hold up, wait a minute...that’s a major red flag right there. Most states find 3-5% a reasonable late fee to charge tenants – though, some have gone as high as 10%. Read your late fee clause over carefully, and take note of its important details, like a fixed grace period to drop off rent or how a late fee will be applied – especially if you’re the (unintentionally) forgetful type.

“The tenant is responsible for all repairs to the apartment.”

By law, an apartment that a landlord rents out must be habitable. If the rental has issues that make it unlivable or unsafe, such as a broken water heater or mold, the landlord is required to rectify the problem immediately. There’s a standard for health and safety that must be upheld – but note the difference between uninhabitable and inconvenienced.

The law doesn’t consider inconveniences, like re-grouting a shower because of mildew stains, a habitable offense. If you question your lease, [consider other options](#).

“The tenant’s security deposit will go to maintaining the integrity of the apartment.”

This is vague and missing a lot of important details – What entails “integrity of the apartment?” If the home needs repair, what types are needed and how much will it cost? If no damage was done, how can I get my deposit back? Will I get my deposit back?

It’s important to review this clause to make sure you know exactly how your security deposit is being used. If it’s too vague, there’s a chance you may not get it back.

“The landlord has the right to change provisions at any time during the course of the lease.”

BIG red flag here – a tenant may be at risk if a landlord is contractually allowed to make changes to provisions at any time during the lease. If you agreed on paper to a 4-day grace period and now your landlord is enacting a no grace period policy – that could be a problem.

lease terms.

“The landlord cannot be held liable for any damages sustained to the apartment.”

Piggybacking off repairs, a landlord is required to make sure the apartment is habitable for tenants. If the landlord fails at his/her responsibility, he/she should be held liable for damage.

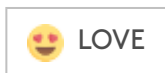
Please note: This post does not constitute legal advice, and should not be used as such. Visit [HUD](#) to learn more about tenant rights in your state.

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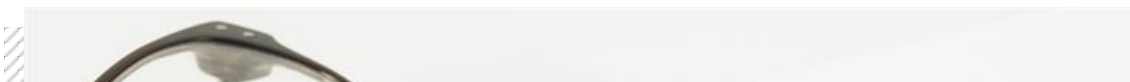
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Hello! I'm Lauren Ross, a copywriter here at Apartments.com. I love dogs, cupcakes, and lifestyle trends! In my free time, you can find me traveling or sipping my favorite cab-sauv wine. Tweet me @larossingaround!

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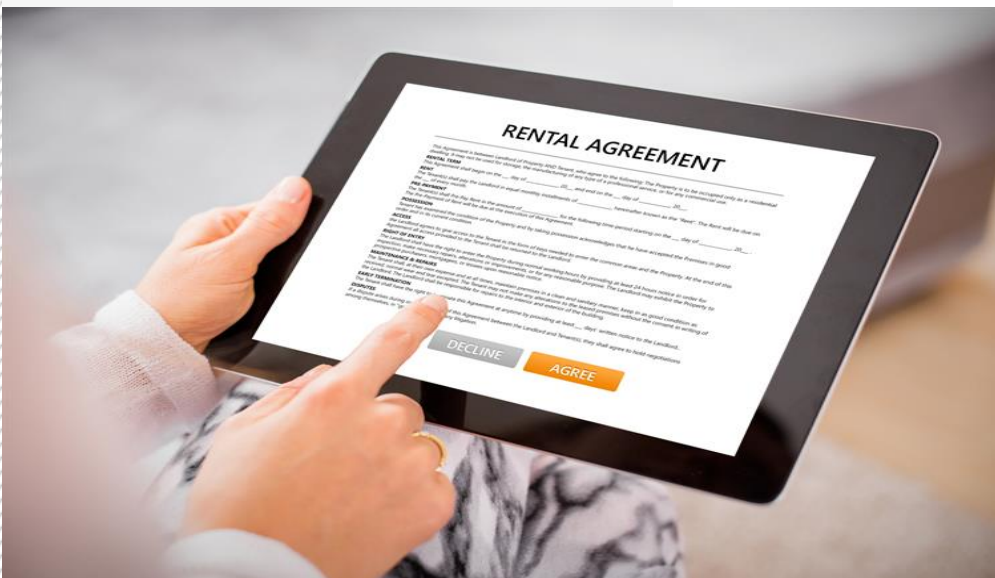
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