

HOW TO READ YOUR LEASE

**Renters:
Know Your Rights!**

Why should I read my lease?











Besides telling you how much **rent** you'll have to pay each month, your lease contains a lot of **important information** that you should know **before you rent** an apartment. Your lease is a **binding contract** between you and your landlord - you **can't change it after you sign it**, so make sure you **agree with everything on it before you sign**.



If you disagree with anything on your lease, don't sign it.

What should I look for when I read my lease?

Your lease should say **everything** you and the landlord agreed to. **Make sure it's right** - if you have to go to court, your lease **proves** what you and the landlord agreed on when you moved in. When you're reading your lease, look out for things like:

	How much the rent and security deposit will be		Whether you'll be charged if you move out early
	When your landlord has to tell you before taking you to court		Who can live there and for how long
	Who pays the bills for gas, lights, and water		Whether you can have pets or not
	Whether you have to make any repairs yourself		Whether you're responsible for garbage or yard work
	What you have to pay if the landlord sues you		Any other rules for living there

**If you break your lease, your landlord can evict you.
If your landlord breaks your lease, call Eviction Right to Counsel.**



(833) 837-HOME



(615) 988-6460



(615) 701-7957



This information is only for Davidson County. The information provided here does not and is not intended to constitute legal advice. If you have a legal problem, please call a private attorney or call your local Legal Aid Society of Middle Tennessee and the Cumberland Mountains office at 1-800-238-1443 or the Nashville Hispanic Bar Association at 1-615-701-7957. Revised 6/23.

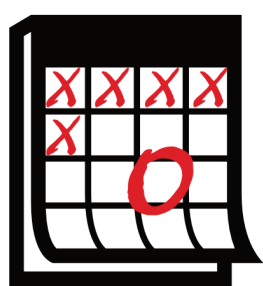
What if something in my lease is **illegal**?

Your lease might have “**prohibited**” or “**unconscionable**” clauses in it. If something in your lease seems illegal, call **Eviction Right to Counsel**. A common example of an illegal lease clause is:

The landlord “indemnifies” themselves for liability. This means the landlord is trying to make you agree that the landlord can **never** be at fault or be sued by you, no matter what they might do wrong. For example, if your landlord breaks the law and it hurts you, the landlord would take away your right to try to sue them for it. **This is illegal.**

If your landlord puts an illegal clause in your lease and you sign it, the court **won't** enforce that part of the agreement. **That doesn't cancel your entire lease**, though. You will still need to follow the rest of the rules in your lease.

My lease is **ending**. What should I do?



You usually need to **tell your landlord in advance** if you want to move out or sign another lease. Most leases have directions in them. To be prepared, make sure that you:

1. **Read your lease again halfway into the term.** For example, if your lease is 1 year long, read it again 6 months after you move in. Look for anything about lease renewals, especially “**automatic renewal**” clauses!
2. Check if you need to give your landlord **notice** about renewing your lease or not. Usually, landlords want a **30, 60, or 90 day notice** from the tenant that says if they want to renew their lease or end it. Follow the directions. Put your notice to the landlord **in writing** and **keep a copy!**

When can I break my lease and move out early?

There are some **special circumstances** where you can break your lease without a penalty. For example, if you are experiencing **domestic violence**, if your apartment was **damaged by a fire, flood, or disaster**, or if your landlord is **refusing to make repairs**, you may be able to break your lease early.

If you break your lease for **any other reason** besides one of those special circumstances, you may have to pay **penalty fees** or **additional months of rent**, even after you move out. **If you're thinking about breaking your lease, call Eviction Right to Counsel.**