

## Apartment & Lease Lingo

**Aforesaid** - Previously mentioned in the lease.

**Amenities** - Amenities are extra things the apartment complex provides to make living there more enjoyable. If a complex has many amenities, you should expect to pay more rent. Some apartments have a swimming pool and laundry facility. Other amenities include items like a spa, covered parking, a clubhouse, and volleyball and basketball courts. You should also consider the amenities included in the apartment itself. Some complexes offer a microwave oven, a washer and dryer, vertical blinds, or ceiling fans.

**Apartment Unit** - A single living space (flat, basement, etc.) in a residential building or house.

**Applicant** - A person who is in the process of applying to rent an apartment. An applicant's goal is to show she can afford to pay the rent on time and would otherwise make a good tenant.

**Application fee** - Most apartments charge an application fee. This fee is usually per person, so if you want to rent an apartment with a friend, both of you will pay the application fee. This fee is not refundable.

**Arrears** - This refers to when a tenant is behind in the rent. Usually it is attached to a description of the rent: "The rent is in arrears."

**Cause of action** - Refers to the set of circumstances that would give rise to a lawsuit.

**Civil** - Refers to a non-criminal matter. Housing disputes are civil disputes.

**Constructive Eviction** - Constructive eviction occurs when the properties are so poor that a landlord has evicted the tenant. For example, the landlord may refuse to provide light, heat, water or other essential services; destroy part of the premises; or refuse to clean up an environmental health hazard, such as lead paint dust. Because the premises are unlivable, the tenant has the right to move out and stop paying rent without incurring legal liability for breaking the lease. Usually, the tenant must first bring the problem to the landlord's attention and allow a reasonable amount of time for the landlord to make repairs.

**Co-signer** - A co-signer is a person who signs the lease with you to guarantee that you will pay all of the rent under the lease. If you don't pay, the landlord can go after your co-signer for the money. In some leases, a co-signer is called a guarantor. Landlords who are distrustful of students are more likely to require a co-signer or guarantor.

**Credit Check** - A process in which the landlord verifies your credit history and confirms your bank information. International students who do not have a credit history in the U.S. should not need to pay for a credit check, but it may be necessary to negotiate an agreement with the landlord in this case (extra deposit, higher rent, or other documentation /financial support) because they will not have this means of knowing your reliability.

**Damage** - Harm to property which makes it useless or unattractive.

**Default** - Default means to forfeit or lose through inaction, in this case a failure to perform a legal obligation.

**Deposit** - Whether called a damage deposit or a security deposit, a deposit is an amount of money paid upon signing of the lease before you move in. If you damage the property or leave owing rent, the landlord can use the security deposit to cover what you owe.

**Detainer** - Detainer means to withhold someone's property against their will. Many leases have detainer clause allowing the landlord to seize and hold the tenant's possessions until the rent is paid.

**Dispossess** - Another word for eviction, dispossess means to take possession of the apartment away from the tenant.

**Doorman** - A person stationed in the lobby or foyer of an apartment building, whose primary duties include greeting tenants, managing visitors, and receiving packages.

**Ejectment** - This is another word for eviction.

**Emergency Maintenance** - A maintenance emergency is something that usually cannot wait and which causes serious damage to the premises, your health or safety, or your personal property if not handled immediately (water leak, electrical problems). You may also be able to contact emergency maintenance if you have lost your keys and can't enter your apartment.

**Eviction** - Eviction is getting kicked out of the apartment by the landlord. This happens because you have violated one of the requirements of the lease.

**Forfeiture** - This is the loss of property or a privilege due to breaking a law. For example, a landlord may forfeit his or her property to the federal or state government if the landlord knows it is the site of illegal activity and fail to stop it. Or, your lease might stipulate that you forfeit your right to possess the property for the remainder or your lease term if you engage in illegal activity.

**Goods or Chattels** - Goods refers to your personal property, or your stuff.

**Hereinafter** - It means that what this sentence is about to say will apply to everything that follows.

**Hereinbefore** - In the part before this part (of the lease).

**Holdover** - This refers to a 'holdover period,' - a period of time after the end of the lease, or a breach of the lease, when you are still living in the apartment.

**Indemnify and Hold Harmless** - This means to free from any responsibility or liability.

**Joint and Several Liability** - This means that you and your roommate, if you have one, are jointly responsible for any damage done to the apartment. If the roommate damages something, the landlord can come after either of you or both of you for the cost of repairs. Also, if your roommate stops paying his or her part of the rent, you can be held responsible for all the rent.

**Landlord** – The landlord is the manager or owner of the property who you pay rent to. The landlord is also known as the lessor or owner.

**Lease** - A lease is a binding legal contract. The landlord agrees to accept you as a tenant and agrees to certain requirements contained in the lease or required by law. You agree to certain requirements and/or restrictions during the lease term, such as rent, move-in date, move-out date, restrictions on pets, guests, or the number of occupants. By signing the lease you agree to all terms in your lease.

**Lease for a Term** - This is a lease that runs for a specified time period defined in your lease. When you sign a lease for a term, you are legally bound to pay all of the rent from the beginning date to the end date. Nothing can release you from that obligation except assignment, which must be approved by the landlord.

**Lessee** - You are the lessee, which is another name for a tenant.

**Lessor** - The lessor is your landlord.

**Legal name** - First, middle, and last name that is on your birth certificate.

**Liable** - This means you are legally bound, or legally responsible.

**Month-to-Month Lease** - A month-to-month lease means you are only obligated to pay for each month you live in the apartment. A month-to-month lease can be ended upon 30 days' notice from either you or your landlord. A lease for a term becomes a month-to-month lease if you stay in the apartment after the end of that term.

**Notice to Quit** - This is the notice from the landlord to you, usually required to be 30 days before the next rent is due, ordering you out of the apartment.

**Notice to Vacate** - This is the notice from you to your landlord, usually required to be 30 days before the next rent is due, stating that you intend to leave the apartment.

**Parties to a Lease** - Those who agree to abide by the requirements of a lease; typically, this means you as the tenant, any roommates as co-tenants, and the landlord.

**Premise** - The rental unit is the 'premises.'

**Provision** - A provision is a specific requirement of the lease. For example, a lease might require that the tenant pay rent on the first day of every month during the lease. The paragraph in the lease that requires the payment of rent on that day is a provision.

**Rendering** - This is when the landlord repossess the apartment for non-payment of rent.

**Subletting** - Subletting is when you move and find someone to live in the apartment and pay rent in your place. The person taking the apartment is called a *subtenant*. To sublet, you have the subtenant sign a lease with you, called a sublease. You then become the subtenant's landlord. The new lease between you and your subtenant has nothing to do with the lease between you and your landlord. You are still responsible for all rent, damages, and all requirements and restrictions under the lease between you and your landlord. Because you are still liable to your landlord, it is extremely important to have a solid lease between you and your subtenant. Do all the things that any landlord would do when renting the apartment: Get a deposit, have the subtenant put all the bills in his or her name, and make the subtenant responsible for damages incurred during the term of his lease.

**Tenant** - That's you, the one who rents the apartment.

**Term** - The word term can mean two things. When the lease says 'the term' of the lease, then it is talking about the amount of time the lease will last. When the lease or the landlord refers to 'a term' of the lease, then it probably refers to a specific provision in the lease.

**Waitlist** - If you find an apartment unit you love and it is not currently available, the landlord may add you to their waitlist. Once the unit becomes available, the next person on the waitlist will be contacted.