



## Leases and Evictions

### What to know & what to do

Signing a housing lease is a big step into the world of adulthood. A housing lease is a legal contract between the tenant and the landlord, specifying the responsibilities and rights of both parties involved. The tenant is the person renting the place to live. The landlord is the owner of the property.

Signing a lease can be a bit scary because the individual becomes legally responsible for the rental unit. However, without signing a lease, the renter has decreased legal protection in the event anything should go wrong during the rental period. Consumers are faced with contracts containing unfamiliar legal terms, and may meet a landlord who says, "It's OK to sign this contract; it is only a standard form lease."

Consumers should not sign anything until they understand every element of the document! Whenever a consumer signs a housing lease he/she needs to be informed of what is stated within the lease. Such as:

- The monthly rent and when to pay it
- The security deposit amount
- The term of the lease
- The address and phone number of the rental property
- The name and contact information of the landlord or property manager
- When the lease begins and ends
- What the monthly rent includes
- Details about any deposits, such as upfront security deposit or fees for parking or pets
- The conditions for getting your money back
- The obligations of both the landlord and the tenant, and who's responsible for what type maintenance
- What changes if any, are allowed to property
- How either party can terminate the lease.

Items to watch out for in lease agreements include:

1) Hanging pictures on the wall; 2) Forbidding of overnight guests (can be done by requiring only tenant and immediate family to be occupants);

3) Forbidding subleasing; (*Subleasing*- the tenant allows someone else to move in and take over the rent payments. The tenant's name is still on the contract and is still legally responsible for rent and any damages). 4) Allowing landlord to cancel the lease without notification;

5) Allowing the landlord to hold the tenant liable for the remaining lease balance if one day late with payment; 6) Allowing landlord permission to enter the rental unit while tenants are not there; 7) Holding the tenant liable for repairs and maintenance.

### In conclusion:

Make certain that the lease is a written document rather than an oral agreement. Before signing the lease, the renter must read it thoroughly. Maintain a copy of the final lease agreement for your own records. These terms become legally binding once you sign the contract. It is critical that you spend as much time as necessary understanding your apartment or house lease. You will be much better prepared to deal with any conflicts or problems that may arise during your tenancy if you do so.

To provide a more concise analysis we placed a webpage to find answers to more questions.

<https://ipropertymanagement.com/guides/predatory-lease-agreements>

Evictions and renter rights are also a challenge with laws varying by state and municipality. In Georgia, a written eviction notice should include:

- The date it was served
- The names and addresses of all tenants in the unit
- The reason for the notice
- The total amount of rent (past due)
- Any additional fees due (if any)
- Pending time to pay charges and late fees

If you receive a notice, you can:

- Discuss a possible monetary solution with landlord
- Look at your lease to see if notice is in violation of pre-agreed terms
- Get an answer from the court clerk's office

If you're evicted, you'll generally have about 7 days to vacate the property.

For more information on this subject you can visit this website to better understand:

<https://nlihc.org/resource/evictions-101-eviction-process-how-it-works-and-what-know>

**As always, we are a ministry here to serve you in a time of crisis and certainly not experts in any field or considered legal advice or counsel.**