

Lease Agreement

What is a lease agreement?

It is a contract between you and the person who owns the property. A lease agreement states that you have the right to live in a home for a specific period of time.

You should NEVER rent a home or apartment without a written lease agreement. A written agreement explains your responsibilities. It also explains your landlord's responsibilities.

Before You Sign a Lease Agreement

Read the lease carefully BEFORE you sign it. You need to read the lease to make sure that it does not have any terms that you will not like or accept. For example, a lease can state that the landlord does not allow pets in the home or only allows a certain number of guests in the home.

You should also look at the home before you sign a lease.

Under Arkansas law, the landlord is not required to make repairs to the home, so make sure that the home is in good condition and that it meets your needs. If the landlord agrees to make any repairs before you move in, have that agreement included in the written lease BEFORE you sign it.

Commonly Used Words in a Lease

Most written lease agreements use the words or phrases below.

- Tenant – the person or people who live in the home. Each adult will sign the lease agreement and accept responsibility for the full amount of the rent.
- Use of the property – what you can use the property for (for example, you are using it as a home not as a business)
- Limit on occupancy – this limits who can live in the home. It might also state that friends or relatives cannot move in unless they sign the lease agreement.
- Term of tenancy – the specific period of time that the lease will last.

- Condition of the property – how the property looks before you move in.
- Security deposit – how much it is and what you must do to get it back
- Repairs and maintenance – if your landlord will be responsible for any repairs or maintenance of the home (for example, cutting the grass, changing any lights or fixtures, or fixing any leaks)
- Alterations – making any changes to the home like remodeling. Some leases will forbid any alterations. Some will require that you get the landlord's written consent. This section of the lease might also state that any improvements that you make become the landlord's property when you move unless you and the landlord come to another agreement.
- Right to enter the property – the landlord may have to go into your home to inspect it, make repairs, or show it to someone else when your lease is about to end. This part of the lease agreement should include information about when the landlord will enter and how much notice the landlord must give you before going into your home.
- Rent – how much it is and when it is due
- Late fees – when you will be charged a fee and how much if you do not pay rent on time
- Grace period – how long you have before your rent is considered late. In most leases, you have five days before your rent is considered late. Some written leases change the number of days. If your rent is late, then you can be evicted
- Notice to terminate – what kind of notice your landlord has to give to end the lease. This can include how many days in advance you are supposed to get the notice.
- Eviction – the reasons that a landlord can end your lease and ask you to leave the home. A

written lease can give many reasons. The following three reasons apply to everyone:

- Failure to pay rent within the grace period
- The time period of the lease has ended
- You have violated the terms of the lease

Signing the Lease Agreement

If you and the landlord make any oral agreements, have those agreements put in writing and added to the lease agreement before you sign it.

Do NOT sign a lease agreement that you do not agree with or if you have questions. A lease agreement is a contract between you and the landlord. When you sign it, you are agreeing to all the terms of the lease.

When you sign the lease agreement, keep a copy for yourself. If you pay rent with cash or money order, ALWAYS ask the landlord for a receipt.

Domestic Abuse

If you are a victim of domestic abuse, the landlord CANNOT end your lease or refuse to lease to you because you are a victim. The landlord can refuse for other reasons.

A written lease cannot forbid you from calling the police or emergency services.

Active Duty Military Service

As a member of the Armed Forces, Reserves, National Guard, or other uniformed services, you have legal protections for you and your family when you are called into active duty military service.

The law that offers many of these protections is the Servicemembers Civil Relief Act (SCRA).

If you need to end your lease early because you have been called to active duty, you should give written notice to the landlord and give the landlord a copy of your military orders.

The landlord CANNOT ask for any type of penalty for ending your lease early. The landlord must refund the security deposit within 30 days of the date that the lease was terminated. (The landlord can deduct any damages or late fees from the security deposit.) The landlord must

also refund you any unused portion of the rent that was prepaid.

For more information about your rights and the protections offered under the SCRA or for free letters and self-help legal forms, visit www.statesidelegal.org.

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*The information and statements of law in this fact sheet should not be considered legal advice. This fact sheet is provided as a broad guide to help you understand how certain legal matters are handled in general. Courts may interpret the law differently. Before you take action, talk to an attorney and follow his or her advice. **Always do what the court tells you to do.***

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