

Seven things students should know about lease agreements

Whether staying in a conventional apartment or in a university residence, all students should have signed a lease agreement with their landlord before moving in - any landlord that offers accommodation without a contract is suspect, and to be frank, breaking the law, and should be avoided.



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“Reasons for moving could vary from the convenience of being closer to campus or having seen an alternative that offers better value for money and a better environment for studying,” says Craig McMurray, CEO of student housing provider, Respublica. “It could even be because your landlord isn’t keeping to their side of the deal, or simply that you’re unhappy where you are. When you sign a lease, or try to cancel it, it’s important to know your rights and your responsibilities when it comes to your rental contract.”

Here are seven things every student should know before signing a new lease, and should refer to again if planning on cancelling a contract in order to complete negotiations successfully:

- Make sure that the term of the lease matches your requirements. For example, if your academic year runs from February to November, it doesn’t make sense to sign a 12-month lease. Some landlords may not be willing to negotiate around this, but others who are purely in the student accommodation industry will structure their business to make allowances for your needs.

- If you are compelled to sign a 12-month lease, make sure that there is a clear exit clause. Every lease should also have a cancellation clause that describes the conditions under which either you or the landlord can cancel it. If such a clause isn't included in your lease, insist on one before you sign.
- You can cancel your lease contract if your landlord hasn't kept to what they promised in the original agreement, whether it's major repairs not being done, poor security and access control, or even sub-standard cleaning services.
- If you want to cancel your lease even though your landlord has done everything they're supposed to, your best bet is to chat to them, to see if you can agree on how to end it. With student accommodation in such high demand, they may release you from your contract if you can find someone to take it over – but don't do this without their knowledge, or you may then be in breach of your contract yourself!
- If your landlord refuses to release you from your contract, the Consumer Protection Act says that you can give your landlord notice if you want to leave before your lease expires. If the landlord hasn't done anything wrong, however, they are entitled to recover any reasonable costs that they incur while they're replacing you. It's worth preparing that money just in case, but this is another instance where it's worth finding a replacement person if you can.
- If you find someone suitable to take over your lease, the landlord cannot turn them away, or make you pay any penalties that may be in lease.
- If your landlord won't release you from your contract, they are not allowed to randomly make up penalties that weren't outlined in the original contract. Similarly, if your deposit was secured to cover the costs of any damage or breakages, and none have happened, the landlord may not withhold your deposit when you leave, unless you both agree to use your deposit as your last month's rent.

While it's important to be happy at varsity, it's just as important to be happy at your home away from home while you're studying. Choose a secure environment close to lectures, where you've got the space and resources to study. Ideally, find accommodation that includes someone else doing the chores of cooking, laundry and cleaning, so that you can focus on your studies instead of admin.

Most importantly, choose accommodation where both you and your landlord are protected and treated fairly, so that you're never distracted from your studies by having to battle your way out of an unfair contract.

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