

## LEASES

Susan Spaulding  
Community Relations Specialist  
City of Longmont  
303.774.4384  
[susan.spaulding@longmontcolorado.gov](mailto:susan.spaulding@longmontcolorado.gov)

### 1. WHAT IS A LEASE?

- A. Legal – too boring to read, but read it
  - 1. Renting is not a trust relationship
  - 2. Renting IS a business relationship
  - 3. A landlord is not a parent, a guardian, a savior, an enemy, a teacher. The signing of a lease is formalizing a business agreement.
- B. Written
  - 1. GET A COPY. “The landlord wouldn’t give me a copy” means “I didn’t demand my copy.” KNOW WHAT YOU ARE BUYING BEFORE YOU PAY RENT. Rent buys the lease.
- C. No such thing as a “standard lease.” READ IT. Does not have to be fair – usually prepared by landlord, and to their advantage. READ IT. “I didn’t read the lease” or “I can’t read” is not a defense. If you can’t read the lease, or don’t understand what you are reading, get assistance to understand before you sign.
- D. Between landlord and tenant(s)
  - 1. If more than one tenant, typically joint and several liability
  - 2. Landlord can be
    - a. The owner
    - b. A manager
    - c. IS NOT the leasing agent or the maintenance personnel
- E. Oral agreements – can be binding, but by the time you are disputing, no one agrees on the terms so becomes unenforceable. PROTECT YOURSELF.
  - 1. Oral lease agreements are presumed by the court to be month-to-month
  - 2. Weekly payment = weekly tenancy; monthly payment = monthly tenancy; payment each six months = six month tenancy
- F. Determines the rules for living in a rented home or apartment

- II. WHAT DOES A LEASE COVER?
  - A. Who can live in home – adults and children
    - 1. If not on the lease, have no right to live in home
    - 2. If someone else is in home who is not on the lease, and they damage the home, YOU will be liable for those damages
  - B. How long you can live in home – term of lease
  - C. Description of property
    - 1. Address
    - 2. Other buildings rented as part of lease: garage, hot tub, etc.
  - D. How much to live in the home
    - 1. When you must pay
    - 2. How you must pay
      - a. Into an account
      - b. Certified funds
      - c. If a landlord requires cash, get a receipt, and save the receipt. But this is a bad practice.
    - 3. To whom you must pay
    - 4. Penalties for not paying as agreed
      - a. Late fees – accrued after the date payment is due
      - b. Grace periods when fees don't accrue
    - 5. Rent could be “in-kind” – work on premises, for example. GET IT IN WRITING.
    - 6. Deposit amount
    - 7. Termination fee
    - 8. Utilities
      - a. Who is responsible for what
      - b. If landlord is responsible for some or all of utilities, is this in addition to rent?
      - c. If the tenant is responsible for bills to the landlord, the tenant has the right to see the bill
  - E. How long visitors can stay
  - F. Who is responsible for maintenance
    - 1. Home vs apartment

2. Minor vs major
  3. Pest control
  4. Yard
- G. Condition of premises
1. Warranty of Habitability – must be fit for people to live in. Before the Warranty of Habitability in 2010, a landlord could rent a hole in the ground, if the tenant agreed to that
    - a. Warranty is a tenant remedy
    - b. Must follow Warranty process exactly to terminate lease or to not pay rent
- H. Disclaimer
1. Landlord is not responsible for anything that happens to tenant or tenant's belongings
  2. Often this clause is paired with a clause requiring renter's insurance
- I. Right of entry
1. Usually very broad and vague
  2. This does not mean that the landlord can come over whenever
- J. Other rules
1. Pets
  2. Noise
  3. Smoking
- K. Amending the lease: Always, always amend the lease in writing only
- L. How to end the lease
1. Either by leaving the property at the end of the lease, or
  2. Becoming a month-to-month tenant, under the same lease terms
- M. Implied lease terms
1. Covenant of Quiet Enjoyment – can't rent and then take away tenant's right to enjoy the property. Noise.
  2. They make it more fair for tenants
- N. Security deposits
1. Statute – 30 days, or up to 60 days by lease to return or send accounting
  2. Willful withholding by the landlord if no accounting or return of deposit