

Your Rights & Duties as a Tenant:

Words You Should Know



Definitions – Many rental and lease agreements will use these words:

Breach: Failing to perform any term of a contract, written or oral, without a legitimate legal excuse.

Eviction Notice (also called a “Notice to Leave the Premises”): A notice from the landlord demanding that the tenant move out for a specific reason, such as non-payment of rent or breaking the rules of the lease.

Grace Period: A short period of time after the rent is due when the tenant may pay rent without penalty. Example: If rent is due on the 1st of each month, but the lease states the tenant is not late until the 4th of the month, the “grace period” is from the 1st through the 4th, or 3 days.

House Rules: Specific rules required by the landlord. These are in addition to the terms of the lease.

Lease: A written or oral agreement between the landlord and tenant that often includes the date, rental period, amount of monthly rent, date rent is due, name and address of landlord, rules for use of the residence, etc.

Lessee: The tenant.

Lessor: The landlord.

Premises: The rental unit and grounds being rented under a rental agreement.

Provisions: Parts of the rental or lease agreement.

Rental Agreement: A written or oral agreement to rent a specific premises for a certain period of time and for a certain amount of money. Also called a lease.

Rent Escrow: The process of placing rent money with the Clerk of Court to get the landlord to make repairs.

Security Deposit: An amount of money paid by a tenant when agreeing to rent a residence. This money can be used by the landlord to cover damages to the rental property made during the rental period. The money can also be used to cover any back rent a tenant might owe after moving out.

Sleeping Room: Furnished bedroom with no cooking facilities. The bathroom may be shared.

Studio/Efficiency Apartment: A large room that serves as a living area by day and a bedroom at night. A compact kitchen is usually included.

Sublease (Sublet): To allow another person to move in and take over the tenant's part of the lease if the original tenant must move out before the end of the lease period. A tenant normally needs the landlord's permission to sublet.

Tenant: The person renting a residence from the landlord. Also referred to as a Lessee.

Terms (of the Lease): The specific terms in the lease that the landlord and the tenant agree to. Some "terms" may be negotiated, such as date rent is due, or which utilities are included in the monthly rent.

Violation: A breach of the lease/ rental agreement by the landlord or the tenant.

Example: The lease states that no pets are allowed on the premises. A tenant who gets a cat is in "violation" of the lease.

Note: If the animal is necessary to accommodate a disability, the tenant should tell the landlord. If the landlord still refuses to allow the animal, the landlord may be violating state and federal fair housing laws that may allow the animal. This is called a "reasonable accommodation" for a person's disability. For example, a person who has a visual impairment should be allowed to have a guide dog, even if the lease says no pets are allowed.

Waiver: A statement in a lease giving up certain rights. A waiver is usually in writing but can also happen by taking certain actions.

Example: A landlord may "waive" the right to expect your rent payment on the 1st of the month if he or she accepts your rent payment on the 6th of every month for several months in a row.



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