A lease, or rental agreement, is a contract. It may be written or oral. When real property is rented for residential purposes, be it an apartment or an entire house, a landlord/tenant relationship is created. Ordinarily, the lease and relationship are governed by the statutory provisions comprising Chapter 562A of the Iowa Code, known as The Uniform Residential Landlord Tenant Act, and the Municipal Code, City of Ames, Chapter 13, Rental Housing Code.

As with any written contract, Rule #1 is READ THE ENTIRE DOCUMENT(S). Often some part(s) of the lease or agreement is discussed. The tenant(s) is asked to then sign and date the document in the space provided. Unfortunately, more often than not, both parties seem to be rushed or hurried to accomplish this most critical aspect of the matter. Accordingly, Rule #2 almost immediately comes into play – SLOW DOWN! Don't be rushed, and don't allow yourself to be rushed. Take whatever time is necessary and required to carefully and thoroughly read and review the document(s). Ask questions to clarify language not understood. If there are provisions you don't agree with, ask to delete or modify them. Make any additions as needed. Make certain you understand what utilities and services are provided (including satellite/cable TV and/or internet access and required speed, etc.) and at what cost. Almost all written contracts contain an “Entire Agreement” clause – meaning that the written language in the contract contains the entire agreement of the parties, and therefore, if any verbal promises, representations or understandings are not in writing, and made part of the agreement, such provision(s) will not be enforceable. Accordingly, Rule #3 is that if any modifications, deletions, or additions are agreed to, put them in writing; have them dated, initialed and signed by all parties. After carefully and thoroughly reading and reviewing all documents, if anything is not fully understood, follow Rule #4 – seek legal advice BEFORE executing the lease.

Once all provisions of the lease are known and understood, a key decision must be made – whether to sign a lease as a co-tenant with others. Most leases contain a provision that "jointly and severally" obligate all tenants under the lease. The legal principle of joint and several liability involves the concept of allowing the landlord, in the
event of default in payment of rent or other obligation, to pursue the entire obligation or liability against a single, individual tenant, or against any number of tenants (several liability); or against all the tenants (joint liability). A commonsense understanding of joint and several liability embodies the motto of the three musketeers – one for all and all for one. Hence, Rule #5: Don’t be a musketeer with anyone you can’t count on to do his/her part. In effect, you don’t want to become an insurer or guarantor of the obligations of someone else.

Rule #6 is a corollary of Rule #5, but important enough to warrant a rule of its own – ASK FOR A SEPARATE LEASE. A separate, individual lease obligates you, and only you, under the lease. The following example may illustrate the interplay of Rules 5 and 6. Suppose you and two others agree to execute a lease for an apartment with a monthly rental of $1,000.00. Between the three of you, agreement is made to split the rent three ways, i.e. $333.33 each. The form of the lease presented by the landlord contains a joint and several liability clause. For whatever reason, two of the roommates decide to live somewhere else and move out. The landlord can’t or won’t locate the two who have moved out. The landlord demands the entire monthly rent from you - $1,000.00. If the entire amount is unpaid, the landlord may bring an action to evict you, and bring an action for damages against you for the entire amount of unpaid rent.

Now, contrast this with a scenario in which you rent the same apartment, but you asked the landlord for a separate, individual lease, and he/she agreed. You live in the same apartment with two other roommates, each of which have their own lease. Each pays $333.33. The landlord receives the same $1,000.00/month rent. One or two of the roommates leaves. Your rent is $333.33 per month. You pay it. You cannot be evicted. You are not liable for the rent of either or both of your roommates. (CAUTION: if a separate lease is obtained, you should make sure that only an appropriate, proportional share of the cost of utilities and/or other expense(s) is required under the lease.) Separate leases are uncommon and not typical in Ames. But one thing is clear and that is Rule #7: You don’t get if you don’t ask – so ask.

At the commencement of the lease, if the landlord fails to deliver possession of the rental unit to you in accordance with the lease or the law, you are not obligated to
accept the rental unit. Among other options, the law allows the tenant to terminate the rental agreement by giving the landlord at least 5 days written notice.

The return of any rental deposit is triggered by two events: (1) the end of the tenancy, and (2) the landlord's receipt of a forwarding address, or delivery instructions for the deposit. The landlord then has 30 days to return the deposit or notify the tenants why he/she is withholding all or any portion thereof. Accordingly, Rule #8 – take notice of a forwarding address for the deposit to the landlord and obtain a receipt indicating the landlord has received the same; or mail notice to the landlord by certified mail, return receipt requested. By doing this, the 30 day period will begin to run and you will be able to establish when the clock started.

Hopefully, when you moved into the dwelling you filled out a move-in inspection form for the landlord. If one is not provided, make up your own; keep a copy for yourself and give a copy to the landlord. This should document the condition of the premises at the beginning of the lease. When moving out, an inspection should be arranged and it's best to be present when it takes place. This will afford you an opportunity to address any concerns and explain your position concerning preexisting damage. You will want to make certain the landlord has a copy of your move-in inspection for reference.

Rule #9 provides that you periodically review the terms and conditions of the lease. This is particularly important as you contemplate the termination of the lease. A practice that is more common in other metropolitan areas, but is becoming more prevalent and therefore a concern in Ames, is a provision in the lease providing that the lease will continue beyond the ending date unless the tenant notifies the landlord in writing, not later than 30 or 60 days prior to the ending date, of the intention to terminate the lease. Such a clause is truly a trap for the unwary. The best defense against such an unpleasant and unexpected circumstance, of course, is to follow Rule #10 – which is: see Rule #1.