

Lease & Legal Terms Glossary

Action: A legal proceeding by which one demands or enforces one's rights in court.

Arrears: Overdue rent.

Assignment: The transfer of rights or property from one person to another.

Automatic Renewal Clause: A provision in a written lease that allows the lease to be automatically extended upon expiration of a term or tenancy. (See also "Fixed Term Tenancy.")

Breach: A violation of one or more provisions of a lease or contract.

Caveat Emptor: A concept meaning "buyer beware;" summarizes the rule that when renting or buying housing, one must examine and test the condition of a premises for him or herself.

Civil: A noncriminal legal matter; housing disputes are typically handled in civil courts.

Constructive Eviction: Occurs when a tenant vacates premises due to the landlord's gross interference with his lawful enjoyment of the premise.

Contract: An agreement to do or not do a particular thing.

Damages: Usually a sum of money awarded to a landlord or a tenant as compensation for a financial loss caused by the other party.

Default: A failure to fulfill a legal obligation, particularly payment of rent.

Dispossess: Remove a person from land; eviction.

Eviction: Dispossession by process of law; turning a tenant out of possession.

Exculpatory Clause: A clause within a written lease that relieves one party from any liability resulting from a negligent or wrongful act.

Expiration: The ending of a rental agreement by its own provisions, i.e. the term of lease is over.

Fixed Term Tenancy: A tenancy of a definite duration that ends at an expiration date stated in the lease agreement. (See also "Automatic Renewal Clause.")

Fixtures: Property that is attached or annexed to a structure, such as sinks and light sockets.

Holdover Tenancy: Occurs when a tenant retains possession of a premises after the term of lease has expired.

Housing Codes: Regulations written by a state, county, or local government which establish certain minimum standards of habitability for residential property.

Judgment: A decision or opinion of the court, usually awarding money damages.

Landlord: One who owns and leases real estate.

Lease: A contract by which one conveys the right to possession of real estate to another for a designated length of time and usually for a specified monetary rent.

Lessee: A tenant under a lease.

Lessor: One who grants a lease (landlord or his agent).

Liability: The state of being legally responsible.

Mitigate: Taking action to make damages less costly or severe.

Notice: An oral or written forewarning of a legal event.

Notice of Petition to Recover Possession of Real Property: A legal document, often accompanying a petition to recover possession of real property, which informs the tenant of the date, time, and place of an eviction hearing.

Parties: Persons involved in a legal contract; the lessor and a lessee under a lease.

Periodic Tenancy: A tenancy that continues indefinitely until terminated by one of the parties. The month-to-month tenancy is the most commonly used periodic tenancy.

Petition to Recover Possession of Real Property: A legal document presented to the tenant at the commencement of an eviction proceeding which states the grounds for eviction and the remedy that is being sought.

Premises: The property conveyed in a lease; a building, a house, an apartment, a dwelling unit, etc.

Property: That to which a person has a legal title; real estate that one has the legal right to possess, use, and enjoy.

Quit: To leave or vacate.

Remedy: A legal means to redress grievances or to correct a wrong.

Rent: A sum agreed upon between a landlord and a tenant to be paid at fixed intervals.

Retaliatory Eviction: An attempt by a landlord to evict a tenant in retaliation for the tenant's complaint of a housing code violation to the appropriate enforcement agency.

Right to Quiet and Peaceful Enjoyment: Generally reflects the landlord's promise to the tenant that he/she has title to the premises that allows him/her to rent to the tenant.

Security Deposit: Money deposited by a tenant with the landlord as security for full and faithful performance by the tenant of the terms of the lease.

Sublease: A lease by a tenant to a third party, usually conveying the leased property for a shorter term than the tenant's term. The original tenant remains completely liable to the landlord for rent.

Summary Proceeding: The legal procedure a landlord must follow to evict a tenant.

Tenant: One who holds or possesses premises under a lease.

Tenancy: A holding of real property; also, the period of a tenant's occupancy or possession of premises.

Term: The period of time for which a lease is granted.

Termination: The ending of a rental agreement by action of either party not resulting merely from the passage of time or from provisions of the lease limiting the term.

Utilities: Usually heat, hot and cold running water, and electricity supplied to a premises.

Warrant: A document granting authority to do something; can be used to authorize a sheriff to physically remove a tenant from a premises.

Warranty of Habitability: An implied warranty in every lease (even if it is not stated explicitly in the lease) that the condition of the premises rented is free of any defects that might harm the health, safety, or welfare of the tenants.