



Guide to Tenant Rights and Responsibilities in Property Leasing

Abstract

This comprehensive guide aims to empower tenants by elucidating their rights and responsibilities in property leasing. As many individuals navigate the complexities of renting, understanding these key aspects is essential for fostering positive landlord-tenant relationships and ensuring a smooth leasing experience. The guide explores various topics, including the legal rights of tenants, obligations to maintain the property, and the processes involved in lease agreements. It also highlights common issues tenants may face, such as disputes, lease termination, and the importance of communication with landlords.

By providing clear, accessible information, this guide serves as a valuable resource for tenants seeking to safeguard their interests and fulfill their responsibilities, ultimately contributing to a fair and equitable rental market.

Getting Started

Renting a property is a significant step in many individuals' lives, offering the opportunity for independence and a place to call home. However, navigating the world of property leasing can be daunting, particularly for first-time renters. Understanding tenant rights and responsibilities is crucial for ensuring a positive renting experience and maintaining a harmonious relationship with landlords.

This guide serves as a comprehensive resource, aiming to demystify the often complex legal landscape surrounding tenancy. It covers essential topics, such as the rights tenants hold under the law, their obligations regarding property maintenance, and the necessary steps to take in various situations, including lease renewals and terminations. By equipping tenants with knowledge about their rights and responsibilities, this guide empowers them to advocate for themselves effectively, make informed decisions, and foster a stable and secure living environment. Whether you are a seasoned renter or new to the rental market, this guide will help you navigate the intricacies of leasing with confidence.

1. What is Property Leasing?

A lease is a legal, binding contract outlining the terms under which one party agrees to rent property owned by another party.

What Is a Lease?

A lease is a contract outlining the terms under which one party agrees to rent an asset—in this case, property—owned by another party. It guarantees the lessee, also known as the tenant, use of the property and guarantees the lessor (the property owner or landlord) regular payments for a specified period in exchange. Both the lessee and the lessor face consequences if they fail to uphold the terms of the contract. A lease is a form of incorporeal right.

Understanding a Lease



Leases are legal and binding contracts that set forth the terms of rental agreements in real estate and real and personal property. These contracts stipulate the duties of each party to effect and maintain the agreement and are enforceable by each. For example, a residential property lease includes:

- The property address
- Landlord and tenant responsibilities
- The rent amount
- A required security deposit
- Rent due date
- Consequences for breach of contract
- The duration of the lease
- Pet policies
- Other essential information

Not all leases are designed the same, but all of them have some common features. These include the rent amount, the due date of rent, the expiration date of the lease. The landlord requires the tenant to sign the lease, thereby agreeing to its terms before occupying the property.

Most residential leases are standard with the same terms for all tenants. Leases for commercial properties, on the other hand, are usually negotiated in accordance with the specific lessee and typically run from one to 10 years, with larger tenants often having longer, complex lease agreements.

Types of Leases

Beyond residential leases, tenants who lease commercial properties have a variety of lease types available, all of which are structured to assign more responsibility on the tenant and provide greater up-front profit for the landlord.

Some commercial leases require the tenant to pay rent plus the landlord's operational costs, while others require tenants to pay rent plus property taxes and insurance. The four most common types of commercial real estate leases include:

- **Single-Net Leases:** In this kind of lease, the tenant is responsible for paying property taxes.
- **Double-Net Leases:** These leases make a tenant responsible for property taxes and insurance.
- **Triple-Net Leases:** Tenants who sign these leases pay property taxes, insurance, and maintenance costs.
- **Gross Leases:** Tenants pay rent while the landlord is responsible for other costs.

How Do Leases Work?

Leases are generally legally-binding contracts between two parties: the lessor and the lessee. They involve a piece of property rented out by the owner (the lessor) to the lessee or the tenant. Leases can be verbal agreements but are normally drawn up in writing. Both parties agree to the terms of the lease, including the rental amount, length of time for the contract, as well as any consequences that may result if either party doesn't uphold the terms and conditions of the contract.

What Benefits Do Leases Provide for Landlords and Tenants?

Signing a lease provides both landlords and tenants with clear terms and conditions outlining the relationship and the rental agreement. Doing so also establishes the rights and responsibilities of each party involved. For instance, leases provide both parties with structure, in that they establish the cost associated with renting and the length of time under which the lease is exercisable. This provides both parties with stability. A lease also gives both parties a clear understanding of what happens when either party breaks or goes against any of the terms laid out within the lease contract.

Can You Break a Lease?

Either party can break a lease. But doing so isn't advisable as there may be consequences involved. Tenants may be responsible to pay the landlord early release charges and/or the remaining balance to pay off the lease. In some cases, breaking a lease may even hurt a

tenant's credit score. Landlords may have to provide tenants with alternate living spaces while others may face civil or legal challenges if they break their leases without cause. Regardless of whether you're a tenant or landlord, it's always a good idea to talk to the other party involved to avoid any negative consequences and end the lease amicably. Certain protected groups, such as active military members or victims of domestic violence, may break their leases without any consequences as long as they are able to provide some proof.

2. What Are Tenant Responsibilities During a Lease?



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Your landlord expects you to meet specific responsibilities as a tenant and to follow what is agreed upon in your lease. But there are also legal expectations you must meet to avoid getting evicted by your landlord.

Both the landlord and the tenant have their own responsibilities. It's important to know what is expected of you and the rules in Ontario before you sign a lease.

Tenant Responsibilities

- **Pay your rent on time:** Pay the total amount by the day you agreed to in your lease or tenancy agreement.
- **Cleanliness:** You must maintain a clean home; this means you should not let garbage or other objects pile up and become a health hazard or destructive to the structure. This also includes cleaning up after pets or guests.
- **Repair damage you cause:** Fix anything you or your guests damage or break that isn't worn from everyday use. Your landlord can apply to the Landlord and Tenant Board, who will enforce that you must pay for damages.
- **Be reasonable with noise:** Do your best not to disturb others living nearby with excessive noise. When you participate in certain activities, always consider how the noise will carry and affect your neighbours.

- Obey the law: For example, you must follow the by-laws in your city about overcrowding; this means you cannot have more people living in your unit than is allowed.
- Honour your lease or tenancy agreement: Follow the terms of your lease. If your lease has conditions that break the rules of the Residential Tenancies Act, you do not have to follow those conditions like a clause that says “no children” or “no pets allowed.” Landlords are not allowed to include a “no pet” clause in Ontario, so even if it is in your lease, it is not legally enforceable.
- Leave in good standing: When you move out, you must leave the property clean and reasonably in the same state as when you moved in. You must fix any damages you cause to the property.

What a tenant should not do:

- Do not change the lock on the door: You do not have permission to change the locks on the main entry door without your landlord’s consent.
- Do not run illegal activities - This includes selling unlawful items and operating illegal transactions from your apartment.
- Don’t operate a business - You are allowed to work from home, but you can’t use your apartment to run a business that is disruptive to the landlord and other tenants; this includes using the unit as a repair shop (fixing bikes, autos, or machines) using the premises for shipping and receiving packages and storage of goods, and conducting consulting services that would regularly accept customers attending the premises.

3. How Can Tenants Ensure Their Rights Are Protected?

Every renter and landlord should know and understand fundamental tenant rights. These legal rights can protect tenants and ensure they are treated fairly. Landlords should understand these rights so that they don’t violate them.

Landlord-tenant law is a niche area of real estate law. This article explores tenant rights in rental properties and offers tips for protecting those rights.

Sources of Tenant Rights

In any tenancy, the landlord usually has the upper hand. Landlords often set the terms of lease agreements, including occupancy limits, without any negotiation. Tenant rights offer tenants some protection in the landlord-tenant relationship. Tenant rights should not differ based on the term of the lease. These rights apply to long-term and month-to-month leases alike.

Although landlord-tenant law is a subset of real estate law, four primary sources of law contribute to tenants’ rights:

- Federal law
- State law
- Local law
- Common law

For example, common law contributes to the warranty of habitability included in all residential lease agreements.



Basic Tenant Rights

Although tenant rights vary from state to state, there are a few core rights all tenants enjoy. These include but are not limited to:

- Right to live in a healthy environment
- Right to protection from discrimination
- Right of quiet enjoyment
- Right to privacy
- Right to safety disclosures
- Right to an advance notice of eviction
- Right to return of security deposit if warranted

Tenants should research local renters' rights to determine the specific rights in their city and state. Often localities offer more rights, such as rent control, which regulates rent increases, as well as the right to organize. A local legal services office may have information on local tenants' rights.

Right to Live in a Healthy Environment

All tenants have the right to live in a safe, healthy, or habitable environment. Under common law, every residential lease contains an implied warranty of habitability. Landlords must ensure each rental unit is safe for human life.

A landlord must do the following to ensure their rental property is habitable:

- Ensure the unit is free from rodent or pest infestation
- Ensure the electrical systems are in working condition
- Ensure the plumbing is in working condition, including running water
- Provide hot water
- Ensure the unit has working smoke detectors
- Ensure the unit has working carbon monoxide detectors (in specific states only)
- Ensure the building and unit meet local housing codes

The landlord's responsibilities are not limited to the rental units themselves. Common areas such as stairwells, lobbies, and mailrooms must meet local safety standards. If something breaks — say, a smoke detector — the tenant should notify the landlord and give them reasonable time to fix the issue.

Right to Protection From Discrimination

Federal law and local law protect tenants from housing discrimination. Housing discrimination occurs when anyone involved in a real estate transaction makes a decision based on a protected characteristic.

Housing discrimination laws apply to all real estate professionals, including but not limited to:

- Landlords/property owners
- Property managers
- Realtors
- Real estate agents
- Mortgage lenders

Fair Housing Act

The U.S. Department of Housing and Urban Development (HUD) enforces the Federal Fair Housing Act. Anyone who has experienced a violation of federal fair housing laws can file a complaint with HUD. These laws apply to private landlords and public housing.

Under the Fair Housing Act, real estate professionals cannot make housing decisions based on any of the following protected characteristics:

- Race
- Ethnicity
- National origin
- Familial status
- Age
- Gender
- Physical or mental disability, including alcoholism or prior drug addiction

Some states, like New York state, go further and include sources of income and immigration status as protected characteristics.

Housing Discrimination Examples



A landlord who requires extra proof of a disability from a disabled renter using Social Security Disability Insurance (SSDI) violates state and federal fair housing laws. Refusing to rent to a low-income family using a voucher is another example of a fair housing violation.

Landlords and property owners must treat all prospective tenants equally. For example, they cannot ask a low-income tenant for a higher last month's rent than other tenants. Refusing reasonable accommodations for disabled tenants is also discrimination. This includes installing ramps for tenants who use wheelchairs.

Right of Quiet Enjoyment

Tenants have the right to enjoy their homes without any obstruction or intrusions. Although tenants are renting a property, it is often their family home. Landlords who allow excessive noise or open a tenant's mail without permission violate the tenant's right to quiet enjoyment.

Right to Privacy

Tenants have a right to privacy in their homes. Landlords can only enter a renter's home without permission if an emergency like a fire or flood occurs. Landlords and property owners can enter the rental property with advance notice. Although a one-day notice is standard, the lease and rental agreements should specify the number of days' notice needed.

Right to Safety Disclosures

State and federal laws outline the types of disclosures tenants must receive. These include lead-based paint disclosures for homes built before 1978 and mold disclosures. Landlords must disclose anything that may negatively affect the health of their tenants. Landlords risk liability and fines if they do not provide such notice.

Right to Advance Notice of Eviction

There are several reasons landlords choose to evict a tenant. Popular reasons include nonpayment of rent, damage to property, criminal activity, or other lease violations. While lease termination is one of landlords' rights, they must follow the law. Landlords cannot use self-help, like changing the locks, to evict a tenant.

In states such as Maryland, landlords must give the tenant advance notice to vacate at least 30 days before the end of the lease. If the tenant doesn't move, the landlord must go to court and start eviction proceedings. Eviction cases begin with an eviction notice before a court hearing. If the court rules in the landlord's favor, it will issue a court order for the tenant to leave. The landlord can also recover unpaid rent and attorney's fees.

Tenants struggling to pay rent should research local organizations offering rental assistance and avoid eviction proceedings.

Right to Return of Security Deposit

Most landlords request a security deposit and last month's rent before tenants move in. Security deposits are reassurance for the landlord if the tenant doesn't pay rent or damages the unit. State law often controls different aspects of the security deposit, including:

- How much rent the landlord can request
- Placing the deposit in an interest-bearing account
- How to use the security deposit
- The time frame to return the security deposit

For example, in Maryland, landlords cannot ask for more than two months' rent as a security deposit, and they must place that money into an interest-bearing account. Finally, landlords must return the deposit within 45 days of the tenant moving out.

Regardless of location, landlords should send the refund to the tenant via certified mail to avoid disputes.

Security Deposit Deductions

Landlords can make certain deductions from the security deposit, but they must provide an itemized list of these deductions. Landlords can deduct unpaid rent, repair costs, and cleaning costs from the security deposit if necessary.

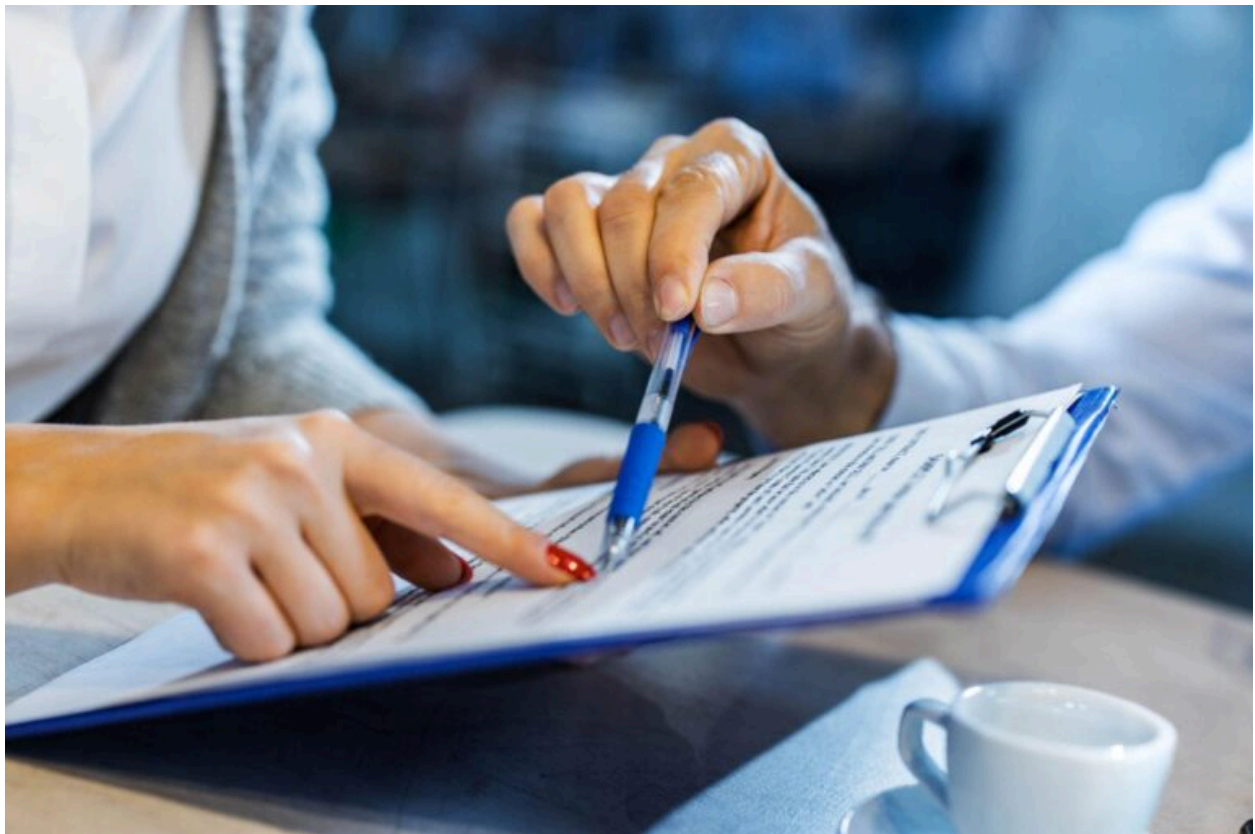
Preserving the Security Deposit

A tenant can take steps to ensure they receive a full refund of their security deposit. These include:

- Ask for a receipt when paying the security deposit.
- Inspect the rental unit before moving in, and document any existing damage.
- Notify the landlord of any necessary repairs during the tenancy.
- Give written notice at least 30 days before moving out.
- Conduct a final inspection before moving out, and document the rental unit's condition at move-out.
- Ensure the landlord has a forwarding address to send the security deposit.

If the landlord doesn't return the security deposit within the specified time required by your state, you can take legal action in small claims court. The court can order the landlord to pay damages and attorney's fees if you prevail.

4. What Should Tenants Know About Lease Agreements?



You've looked at umpteen places and think you've just found the perfect rental on Trulia. The price is right, it's close to work, it even has a good view. But before you get too excited and jump into the lease agreement, pause and ask these critical questions. You'll thank yourself later.

1. What Can I Get in Upgrades?

Negotiating a lease is much like negotiating job salary: it's not all necessarily set in stone, and landlords are often willing to make concessions to get a great renter. Use a professional, polite tone to ask about better appliances or a break on the rent. The worst that can happen is the landlord says no.

2. What About the Neighbors?

Deciding to "sleep on it" has more benefits than you may initially realize. Hitting pause before you sign the lease gives you time to swing by after hours to see if things are as quiet and picturesque as they were in broad daylight once the sun has gone down. And don't forget to chat with a few neighbors and find out if there are loud parties or other worries to consider.

3. What About Previous Damage?

You could be blamed for damage from a previous tenant, even months or years after the fact. Test the faucets, heating and air systems, electrical outlets, toilets, etc., and document anything that isn't up to par. That way, it won't fall to you when it's time to move out.

4. What is Included?

Never assume anything is part of the deal. Ask about parking privileges, utilities, cable television, and the like so you know exactly what your monthly check covers. Once you know what the rent includes, you can budget for whatever's not part of the deal.

5. Can I Make Improvements?

Ask the landlord or property manager how they feel about renovations such as painting, adding lighting, or installing a new doorbell. What you call property improvement your landlord may see as property damage.

6. What are the Pet Policies?

Whether you own pets or just have a friend who occasionally stops by with theirs, find out what the pet policy is. You don't want to encounter demands for a \$300 pet deposit because your sister brought her new puppy along on vacation.

7. Does the Lease Automatically Renew?

This is important: it's no fun to learn you're out of a place to live when you've already planned (in your mind) to stay another year. Find out exactly when the current lease expires, what kind of notice to vacate you'll receive, and what happens when the term is over. Some leases automatically renew for a second year or become month to month after the first year. Other landlords expect you to vacate immediately.

8. What is the Termination Policy?

You probably won't sign a lease with plans to abandon ship, but you never know what could happen in a year. A new job offer out-of-town, family health issues, financial problems, and other unplanned events often force tenants to break a lease. Know from the beginning what that entails and how much it will cost.

9. Is Everything in Writing?

When negotiating a lease, never settle for a verbal agreement. If you've worked out appliance upgrades, parking privileges, property improvements, or anything else, insist it gets put in writing and attached to the lease agreement. This is your legal protection.

After you've satisfied yourself with the answers to these questions, you can sign the lease and move in with confidence that you've made the right rental decision.

5. What Steps Should Tenants Follow to Terminate a Lease?



A lease is a contract that binds two or more parties to the terms of the agreement. Sometimes, after signing a rental agreement or lease, a tenant may need to vacate the rental unit early for a variety of reasons. Likewise, the landlord may terminate the lease under certain circumstances. It is important to abide by state laws, as well as specifications within the lease, for providing notice of intent to terminate a lease.

Tenant Termination of Lease

Since a lease is a contract, tenants are bound to the length of the lease. This means that they are responsible for paying rent during the lease period. Exceptions to this rule exist, particularly if the landlord breaks or violates the lease. Some states provide explicit reasons for tenants to break their leases, including a call to military service or domestic violence concerns.

If a landlord is violating terms of the lease, especially health and safety codes, the tenant may be able to move out without giving notice, or giving less notice than typically required. Legally, this is termed “constructive eviction,” meaning that since the rental premises are unlivable, the tenant is effectively evicted from the property. This may also be the case if a natural disaster, or significant damage to the rental unit, prevents the tenant from remaining in the rental property. However, if the tenant breaks a lease without a legally protected reason, the landlord may sue for damages.

Landlord’s Duty to Mitigate Damages

The landlord has a duty to mitigate, or to use reasonable efforts to re-rent the rental unit after a tenant has broken the lease. Generally, reasonable efforts are what a reasonable person would do under similar circumstances. It probably would be unreasonable, for example, for a landlord to let the property sit vacant for three years and then sue the old tenant for the rent during this period of time.

The duty to mitigate may prove challenging for the landlord, since the inconvenience of re-renting arises from the tenant’s decision to terminate the lease prematurely. In the landlord’s favor, actual costs for advertising the unit can be charged to the vacating tenant. And some leases include a termination fee, or a specific forfeiture of the tenant’s security deposit if the lease is broken.

Security Deposit Issues

Typically, landlords have from two weeks to one month to return a tenant’s security deposit after the tenant moves out of the rental premises. Landlords may deduct from the tenant’s security deposit for valid reasons, and according to the proper method. Deductions should be presented in a written document and itemized, and payment should be returned for any deposit balance. It is important to follow up with the landlord if the deductions seem improper. Any agreement reached should be documented in writing.

Landlord Termination of Lease

A landlord may legally terminate a lease if the tenant is in violation of the terms of the lease or has broken the law. The violation by the tenant must be significant, such as late rent, or having a dog despite a prohibition against pets in the premises. Violations of the law, such as selling drugs on the premises, justify a landlord’s termination of the lease.

The landlord must first send a termination notice to the tenant, making clear that the tenancy has been terminated. Terms of the notice vary according to state law, as do the requirements on delivery of the notice. The tenant may be provided time to remedy the violation, by paying outstanding rent, for example. Or the notice may state that the tenant must vacate the premises or risk eviction.

A landlord may file an eviction lawsuit against a tenant who remains in the rental unit after receiving a termination notice. An eviction is a court-ordered removal of the tenant. The landlord typically files a complaint with the court, the tenant is provided time to answer, and if the landlord prevails in court, it repossesses the property.

6. What Are the Procedures for Ending a Commercial Property Lease?



Commercial property lease is the most significant document for tenants and landlords. It holds the fine print of how the tenancy will proceed and defines the roles and responsibilities of both parties. The lessee must use it as a roadmap to ensure they comply with the terms and conditions to avoid disputes. Similarly, the landlord must fulfil his duties for smooth tenancy. It helps the tenant to operate his business efficiently and the landlord to generate a substantial income from the asset.

Since the commercial lease agreement is a legally binding contract that an expert real estate lawyer prepares, it must be understood by both parties. The clauses and the legal terms should be deciphered before signing the dotted line to prevent ambiguity. Commercial leases last five to fifteen years and can be extended further through renewal.

However, sometimes, they can end abruptly when one of the parties does not want to continue the tenancy. Let us understand how a commercial property lease can be terminated before the

end of the term. It will enlighten you about the legal provisions that can be used to end a lease in uncertain circumstances.

Terminating a Commercial Lease

Ending a lease before the term is a significant decision that could be made due to several reasons, such as unfavourable lease terms, high rent, declining business sales, economic downturn, and disputes with the landlord. Here are the legal ways of handling premature termination.

1. Termination Initiated by the Lessor

Owners of commercial real estate Brisbane can end the lease term before the term by using the right of re-entry or forfeiture mentioned in the Property Law Act 1974 (Queensland). They need to send a notice to the tenant about the termination of the commercial lease. However, this right can be exercised if the lessee has breached the legal contract by not adhering to the terms and conditions.

The legal process involves sending a Form 7 Notice to Remedy Breach of Covenant to the lessee. It must inform the tenant about their non-compliance and how they can correct it if possible. The lessor can ask for compensation in exchange for the loss caused due to the breach of the contract terms.

If the lessee does not comply with the corrective measure mentioned in the notice and does not pay the compensation, the lessor can exercise the right of re-entry or forfeiture. The re-entry provision allows the landlord to enter the property after business hours and change the locks to stop the tenant from entering.

2. Surrender of Lease by the Lessee

The lessee can end the lease by surrendering the responsibility of completing the term. They must request the lessor for the same and mutually agree to the surrender. However, the landlord doesn't need to agree to the surrender. They may agree by stating their terms for compensation for ending the contract abruptly. The lessee can negotiate the compensation amount.

If both parties agree, the tenant must prepare a deed of surrender to end the lease, and both parties must sign it. It will ensure that you legally give up your responsibilities and are no longer liable to pay rent or maintain the property. The lessor will ask for certain conditions to be met before the surrender, such as returning the property to its original condition.

3. Transfer of Commercial Lease

Business owners who lease commercial real estate Brisbane can transfer the lease to another tenant after approval from the landlord. It allows the lessee to relinquish the contract by finding a new tenant for the premises. The lease agreement lists terms that must be met while assigning

the lease. These include providing details of the financial status of the new tenant and agreeing to follow the permitted use of the property.



The landlord will provide a consent deed for the assignment. The outgoing tenant must negotiate their release from the responsibilities of the contract to ensure they are no longer accountable for the actions of the new tenant. If this negotiation does not happen, any breach of the contract by the new tenant can lead to legal implications for the outgoing tenant.

4. Ending Lease for Redevelopment

The lessor can terminate a commercial lease before the term for redevelopment or renovation of the property. The landlord can exercise this right if the lease agreement has the relocation clause that the tenant agreed to when signing the contract. It states that the tenant must relocate for reasons like redevelopment of the Brisbane commercial real estate. Usually, the clause includes compensation for the tenant for ending the lease before its term, which can lead to downtime for their business and monetary losses.

The clause may also include offering relocation costs to the tenant in this condition. Thus, careful examination of the clauses with the help of a lawyer is a must when signing the lease.

5. Termination of Lease By Mutual Consent

Due to unexpected circumstances, the lessee can approach the lessor to end the lease through mutual agreement. In this situation, both parties agree to the termination of the lease and prepare a written document for the same. If the reason for the end of the lease is financial trouble, the lessee can negotiate the terms of termination.

If the amount owed to the lessor is not paid during the mutually agreed termination, it can lead to disputes and legal ramifications for the tenant. Also, the lessee must follow the 'make good' clause even while ending the tenancy. It will ensure that the deposit is returned to the lessee. During the termination of the lease, the pending rent and legal costs are to be paid to the landlord.

6. Ending Lease Because of Repudiation

Repudiation is another condition that allows one of the parties to terminate a fixed-term lease. If the tenant has not been adhering to the contract and has left the Brisbane commercial real estate without notice or is not paying rent. It showcases that they are not following the contract terms and gives the landlord the right to terminate the lease.

Similarly, if the landlord is not fulfilling the duties mentioned in the contract, the tenant has the right to break clause, which ensures that they have completed the minimum rental period mentioned in the contract. Thus, it is essential to understand the different types of leases before signing the contract.

Wrapping Up

A commercial lease is a challenging path to tread if you are not aware of its clauses. Both parties must know how to navigate the fixed term period without issues that can end the contract early. Also, they must know how to get out of the contract when needed.

Bottom Line

In conclusion, understanding tenant rights and responsibilities in property leasing is essential for anyone entering a rental agreement. Knowledge of these rights not only empowers tenants to protect themselves but also fosters a respectful and cooperative relationship with landlords. By being informed about legal protections, obligations regarding property upkeep, and processes for resolving disputes, tenants can navigate the rental landscape with confidence and ease.

This guide serves as a valuable tool for both new and experienced renters, ensuring they are equipped with the necessary information to advocate for their interests. Ultimately, a well-informed tenant is a satisfied tenant, paving the way for a harmonious and stress-free rental experience. Whether facing challenges or celebrating milestones in your renting journey, understanding your rights and responsibilities can lead to a more fulfilling and secure living situation.

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