

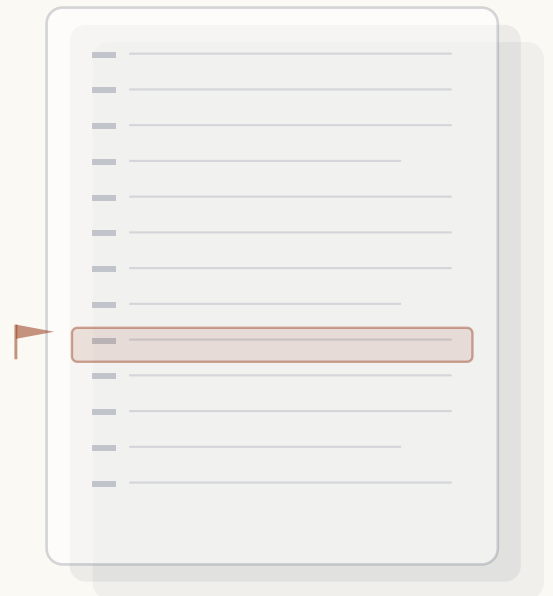


AN ARDENT WORKSHOP PRODUCT

Lease Red-Flags Checklist

Thirty things to check before you sign a residential lease.

Free · print and use



Before you sign the lease

A lot of what a lease costs you shows up at move-out, in terms you agreed to at move-in. Not because the terms were hidden, but because a lease arrives at the end of a search, with a deadline attached, and it is fourteen pages of numbered paragraphs written by somebody else's lawyer.

This is the residential-lease band from the Contract & Deposit Red-Flags Review Checklist: **30 things to check**, each with what the clause usually says and what it costs you if you sign it as written. Print it, sit down with the lease, and work down it. It takes about half an hour.

3 Deal-breaker risk

2 Push back

1 Know it

HOW TO MARK IT

OK — the lease handles it the way you want. **FLAG** — the clause is there and it is against you. **SILENT** — the lease does not address it, which can be just as costly: without a stated default, what happens next depends on local law and on who pushes harder. **N-A** — does not apply. Write the clause number down as you go; it is what lets you point at something in the leasing office instead of arguing from memory.

Severity is how much a clause can cost you, not how likely it is to bite. The point of a review is that you cannot tell in advance which one will.

The residential-lease checklist

Property: _____ Landlord or agent: _____

Sign-by: _____

Sev: 3 = deal-breaker risk · 2 = push back · 1 = know it

Sev	What to check	Why it costs you	Result	Clause & note
3	L01 The security deposit amount, and whether the lease says where it is held and whether it earns interest.	Many places regulate how deposits are held and returned. A lease that is silent tells you nothing, and silence makes the deposit harder to chase later.	OK / FLAG SILENT / N-A	
2	L02 Non-refundable fees stacked alongside the deposit - move-in, cleaning, administration, redecoration.	Fees labeled non-refundable are money you will not see again regardless of how you leave the property, and they can quietly double the cash needed to move in.	OK / FLAG SILENT / N-A	
3	L03 How deductions are defined - watch for open-ended wording such as any cleaning deemed necessary.	Open-ended deduction language is what turns a full deposit into a partial one. Without a normal-wear-and-tear carve-out, ordinary living is chargeable.	OK / FLAG SILENT / N-A	
3	L04 Whether a move-in condition report is required, and whether you get a copy.	With no dated record of the property's condition on day one, a move-out dispute is your word against the landlord's - and the landlord is holding the money.	OK / FLAG SILENT / N-A	
2	L05 The deadline for returning the deposit and for providing an itemized statement of deductions.	If the lease sets no deadline, you have nothing to point to when the deposit does not arrive, and the clock only starts once you chase it.	OK / FLAG SILENT / N-A	
2	L06 The rent due date, any grace period, and how late fees are calculated - flat, daily, or both.	A daily late fee compounds fast, and some leases add a flat charge on top. A bank holiday between your payday and the due date can cost real money.	OK / FLAG SILENT / N-A	
2	L07 How utilities are billed - individually metered, or allocated across the building by a formula.	Formula-based allocation means your bill depends on your neighbors' usage and on a calculation you cannot audit, and it can arrive months after the period it covers.	OK / FLAG SILENT / N-A	

Sev	What to check	Why it costs you	Result	Clause & note
3	L08 Mandatory monthly add-ons beyond rent - valet trash, amenity, pest control, technology, insurance administration.	Add-ons are quoted separately from the advertised rent and are usually non-negotiable, so the number you compared against other listings was never the number you would pay.	OK / FLAG SILENT / N-A	
2	L09 Whether rent can rise during the term, and what notice a renewal increase requires.	A mid-term increase clause undermines the point of a fixed term. A renewal increase with short notice leaves no time to look elsewhere before the notice-to-vacate deadline passes.	OK / FLAG SILENT / N-A	
3	L10 Automatic renewal into a new fixed term unless you give notice in a specific window.	Miss the window by a day and you are committed to another full term. The renewal notice is often sent by email to the address on file and easily missed.	OK / FLAG SILENT / N-A	

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Sev	What to check	Why it costs you	Result	Clause & note
2	L11 The month-to-month rate that applies after the fixed term ends.	Holdover and month-to-month premiums can be substantial - sometimes a large multiple of the normal rent - and they apply from the first day past the term.	OK / FLAG SILENT / N-A	
3	L12 What ending the lease early costs - a stated buy-out fee, or liability for the rest of the term.	Liability for the remaining term with no obligation on the landlord to re-let can be the single most expensive clause in a lease, and jobs and relationships change faster than leases do.	OK / FLAG SILENT / N-A	
1	L13 Whether any early-exit rights are named - military orders, job relocation, or protections for victims of domestic violence.	Some of these rights exist by law where you live regardless of the lease, but a lease that names them tells you the process, and a lease that is silent leaves you to argue it.	OK / FLAG SILENT / N-A	
2	L14 Whether subletting or assigning the lease is permitted, and on what conditions.	A flat prohibition removes the cheapest way out of a lease you can no longer use, leaving only the early-termination clause.	OK / FLAG SILENT / N-A	

Sev	What to check	Why it costs you	Result	Clause & note
3	L15 Which repairs are yours - watch for a clause making the tenant liable for repairs under a stated amount, or for all appliance repairs.	A per-incident tenant responsibility turns every failed appliance into your cost, and there is no cap on how many incidents a year can bring.	OK / FLAG SILENT / N-A	
2	L16 Any stated response time for repairs, especially heat, water, and anything affecting habitability.	Without a timeline there is no standard to hold anyone to, and an urgent repair can sit for weeks while you keep paying full rent.	OK / FLAG SILENT / N-A	
2	L17 How much notice the landlord must give before entering, and the exceptions.	A clause allowing entry at any time, or with token notice, is one you will feel every time the property is shown to the next tenant.	OK / FLAG SILENT / N-A	
1	L18 Guest rules - overnight limits, and any point at which a guest is treated as an occupant.	Occupancy clauses are usually aimed at unauthorized residents but are written broadly enough to catch a partner who stays most weekends.	OK / FLAG SILENT / N-A	
2	L19 Pet terms - whether there is a pet deposit, a non-refundable pet fee, and monthly pet rent, or all three.	The three charges are cumulative and are often presented as one, so the lifetime cost of a pet over a two-year lease is much larger than the number discussed at the viewing.	OK / FLAG SILENT / N-A	
1	L20 Smoking, vaping, and cannabis rules, and the penalty for a breach.	Fixed penalties for smoking are typically large and are charged on a report rather than proof, and they can be applied to a guest's behavior as well as your own.	OK / FLAG SILENT / N-A	

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Sev	What to check	Why it costs you	Result	Clause & note
2	L21 Move-out requirements such as professional carpet cleaning with a receipt, or a specified cleaning company.	A mandated professional service at a mandated vendor's price is a deduction you cannot avoid by cleaning well yourself, and it is charged whether or not the carpet needed it.	OK / FLAG SILENT / N-A	
2	L22 How much notice you must give to vacate, and whether that notice period runs from a rent due date.	A sixty-day notice that only takes effect from the first of a month can mean paying for an extra month you do not live in.	OK / FLAG SILENT / N-A	

Sev	What to check	Why it costs you	Result	Clause & note
2	L23 Whether you owe re-letting, advertising, or turnover costs if you leave early.	These are charged on top of any termination fee and are set by the landlord, so the cost of leaving early is rarely the single number you were quoted.	OK / FLAG SILENT / N-A	
1	L24 A requirement to carry renter's insurance with a minimum liability limit, and to name the landlord.	This is common and generally worth having anyway, but a policy bought through the landlord's program is often more expensive than the same coverage bought directly.	OK / FLAG SILENT / N-A	
3	L25 A clause disclaiming landlord liability for injury or property loss, including from the landlord's own negligence.	Sweeping disclaimers are unenforceable in some places and effective in others. Either way the clause signals how a claim will be answered before you get anywhere near a court.	OK / FLAG SILENT / N-A	
2	L26 Any waiver of a jury trial, an agreement to arbitrate, or a class-action waiver.	These clauses decide where and how any dispute is heard, and they are usually signed without a thought because the tenant does not expect a dispute.	OK / FLAG SILENT / N-A	
2	L27 Whether attorney fees are one-way - payable by you if the landlord prevails, but not the reverse.	A one-way fee clause makes defending even a wrong claim risky, which is exactly what it is designed to do.	OK / FLAG SILENT / N-A	
3	L28 For shared households: whether tenants are jointly and severally liable.	Joint and several liability means each tenant is liable for the whole rent, not a share. If a roommate leaves, you can be held responsible for the full amount under that clause.	OK / FLAG SILENT / N-A	
2	L29 Application and holding fees, and the point at which they stop being refundable.	A holding deposit taken to take the unit off the market often converts to non-refundable the moment the lease is prepared, which can be before you have read it.	OK / FLAG SILENT / N-A	
1	L30 Whether parking, storage, and a specific space or unit number are included and guaranteed.	Parking described as available rather than assigned can be reassigned or charged for later, and in a dense building that is a monthly cost you did not plan.	OK / FLAG SILENT / N-A	

What a worked page looks like

Five lines from a filled-in review of a fictional lease, so you can see the level of detail that makes this useful later. The note is the part people skip and then wish they had.

Sev	What to check	Result	Clause	What it actually says
3	L03 How deductions are defined - watch for open-ended wording such as any cleaning deemed necessary.	FLAG	cl. 12.2	Deductions cover 'any cleaning the landlord deems necessary'. No wear-and-tear carve-out.
3	L08 Mandatory monthly add-ons beyond rent - valet trash, amenity, pest control, technology, insurance administration.	FLAG	cl. 4.3	Valet trash \$28, amenity \$35, pest \$12, tech \$15. All-in is \$90 above the advertised rent.
3	L10 Automatic renewal into a new fixed term unless you give notice in a specific window.	FLAG	cl. 2.4	Auto-renews to a new 12-month term unless notice is given 60-30 days out. Put both dates in my calendar.
3	L04 Whether a move-in condition report is required, and whether you get a copy.	SILENT	-	No move-in condition report required anywhere. Taking dated photos of every room regardless.
2	L17 How much notice the landlord must give before entering, and the exceptions.	OK	cl. 9.1	24 hours' written notice before entry, except genuine emergencies.

The lease, landlord and clause numbers above are fictional and illustrative.

What this page cannot do

A printed page can hold a list. It cannot weigh what you found, and it cannot do arithmetic. Here is the honest difference between this sheet and the full kit.

	This free sheet	The full kit
The residential-lease checks	30	30
Other contract types — venue, contractor, home purchase, vehicle, memberships	—	150 more
What the clause usually says, and what it costs you	Yes	Yes
What to ask for instead — the wording to send back	—	All 180
A weighted risk score, so a deal-breaker outranks a nuisance	—	Yes
Deposit tracking and a cancellation ladder that costs today's exit	—	Yes
A said-vs-signed log for the promises the document never mentions	—	Yes
An asks tracker, and a dashboard that reads it all live	—	Yes
A plain-English glossary of the terms that decide who pays	—	40 terms

THE FULL KIT

The Contract & Deposit Red-Flags Review Checklist — 180 curated red flags across six contract types, a seven-tab workbook for Excel, Google Sheets or LibreOffice that scores what you find and computes what canceling today would cost, and 82 pages of guides. [See the full kit >](#)

A structured review — not legal advice. This sheet helps you read and compare a lease you are about to sign. It is not legal advice, it does not tell you whether a clause is enforceable, and it does not replace a lawyer. Contract law and tenant protections differ by state and country, and a clause that is void in one place is routine in another. The example lease, landlord, and amounts are fictional. For a lease that matters, have a lawyer read it.

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