

## Term

Assignee	The person the lessee finds to take over the lease.
assignment	When a tenant finds someone to take over their lease.
Assignor	The name the lessee is termed when finding an assignee.
Constructive Eviction	The process by which the tenant may evict themselves and terminate the lease because of inaction on the part of the landlord to maintain the property.
Constructive Eviction	When the tenant evicts themselves, usually due to negligence on the owner's side. Rent is paid until the eviction. This is tied to the Utah Fit Premise Act.
Graduated Lease	A special form of lease where lease payment escalations increase under a predetermined schedule.
Ground Lease	When only the land is leased. The tenant will own the buildings if any on the ground.
Holdover Tenancy	Tenancy holding over from a lease.
Index Lease	A form of lease where the lease rate changes based on an index, such as the consumer price index (CPI).
Lease Back	A seller sells the property and leases the property back.
Lease Option	A tenant who is leasing the property also secures an option to purchase the property at predetermined terms.
Lessee	Another name for the tenant.
Lessor	Another name for a landlord.
Net Lease	Tenant usually pays for everything, rent utilities, insurance, property taxes, CAM charges (common area maintenance). Most commonly found in retail and industrial leases.
Notice to Pay or Quit	When a tenant fails to pay rent, the landlord can give the tenant landlord may give this. Notice to Pay or Quit requires 3 business days' notice
Oil and Gas Lease	Payment to owner of property that an oil or gas company is drilling. . Fluctuates with economy.
Percentage Lease	This is special form of commercial lease with a base amount of rent plus a percentage of the sales of the business.
Periodic Tenancy	A lease of unspecified duration that does not automatically renew itself
Quiet Enjoyment	The right to enjoy the property . Giving a 24 hour notice as to not disturb the tenant is generally specified in the lease.
Right of Entry	Critical to tenant and the owner. The rights of the tenant and the rights of the landlord, maintenance and service professionals to enter the property must be fully specified. UT has no legal standards.
Sublet	To add more people onto your lease.
Termination	When someone wants the lease ended. The terms of the termination are detailed in the lease. To terminate a contract means to end the contract prior to it being fully performed by the parties. In other words prior to the parties performing all of their respective obligations required by the contract, their duty to perform these obligations ceases to exist.

Utah Fit Premise Act stipulates The Landlord is responsible for maintaining a property that is safe for human habitation. The Fit Premises Act is the Utah law that governs housing conditions. Under this law, a landlord must provide safe and livable housing. This means the landlord must rent housing that is up to code. ... If you break something in your apartment or cause damage to the rental, you may have to pay for the repairs

## Concept

Actual eviction	Normal eviction from either non payment of rent or not complying with the terms of lease.
Fair Housing Laws	Landlords have to follow the laws of fair housing, they are non discrimination laws
Fair Housing Laws protected classes	Familial statusRaceEthnicity SexDisability / HandicapColorSexual Orientation Gender IdentityReligionNational Origin
Gross Lease	In addition to the base rent, all of the following are also included in the lease amount: property taxes, insurance, management, common area maintenance, and utilities.
Habitability	The owner, property manager and the tenant takes a role in the habitability of the property
Improvements	A tenant must have permission , preferably written, from the owner of the property to make improvements. If the improvement is attached to the property, stays with the property if they leave.
Lease Forms are available at:	Utah department association lease must be a member. Utah real estate .com must be a member of an association. Staples carries leases and you can also have an attorney draw up a lease.
Parts of the Lease (1)	Address of the property.Monies - Rent, Fees and DepositsThe expectations using set rules and regulations of the Landlord and the Tenant
Parts of the Lease (2)	Security Deposits – Be in for full term of agreement, give written notice for intent to vacate, can not have outstanding balance, must clean the premises, surrender property and all keys/cards, give forwarding addressProperty condition – ensure tenants agreement of condition of property
Parts of the Lease (3)	Rent amount, due date, when it is late and late fees.Repairs – note most repairs are tenants responsibilities other than heating water, electricity, then it's the owner. The repairs requested should always be in writing. Tenant is responsible to keep in good condition
Parts of the Lease (4)	Pests – Tenant is responsible for the costs. Submit written request to manager/owner and you will be billed for itWho is responsible for paying what.Lead based paint – Property older than 1978 owner has to acknowledge lead based paint and fully disclose.Final Signature Line making this a enforceable legal binding document.
Requirements of a valid lease	The person who is signing the lease have the capacity to sign the lease. A legal objectiveAn offer and an acceptanceA consideration (monies that will be paid)
Types of Leases	Estate for years is a lease with a specific starting and ending date,Period to period tenancy is a month to month lease .Estate at Will is a lease of unspecified duration that does not automatically renew itself Tenancy of Sufferance When the tenant was to vacate the property at end of their lease, and they stay on the property and if landlord does not take any money from tenant.If landlord collects any rents the lease becomes period to period tenancy.