



Landlord/ Tenant Seminar

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TO REDUCE THE RISK OF A NON-PAYING TENANT, YOU SHOULD:

1. Check with prior Landlords
2. Credit Check
3. Verify Employment



TYPES OF LEASES



Tenancy at Will

Tenancy under Lease

SECURITY DEPOSIT & LAST MONTHS RENT



- Advance Payment of the 1st month's Rent
- Advance Payment of Last Month's Rent

- A Security Deposit
- The cost of purchasing and installing a key & Lock

HANDLING SECURITY DEPOSITS

1. Place deposit in escrow account

2. Transfer the deposit to any new owners



3. Give Tenant a receipt that shows amt. of:

- deposit
- Landlord's Name
- Bank Account Number of where Security Deposit is held

HANDLING SECURITY DEPOSITS (Cont'd)

4. Give tenant statement of current condition of premise
5. Pay Tenant the Bank Interest per year or 5% interest per year on the deposit



HANDLING SECURITY DEPOSIT (Cont'd)

6. Keep records regarding security deposit & make available to tenant
7. Deduct only unpaid rent, certain taxes & for damages to premise



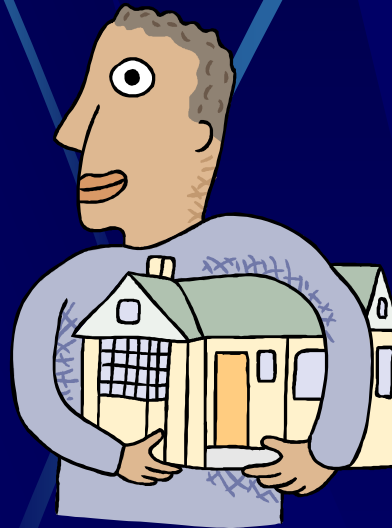
ADDITIONAL PITFALLS TO AVOID

Landlord

a. Landlord must not antagonize Tenant

b. Landlord must provide Habitability conditions

c. Landlord liable for actual & consequential



Tenant

d. Tenant w/hold rent if Landlord violates rental agreement

e. Tenant has tort action against Landlord w/unsafe conditions

ADDITIONAL PITFALLS TO AVOID (Cont'd)

- ✓ Put Tenant on notice of lead Paint
- ✓ Utilities have to be included in any written Agreement



Questions?





Thank you!
~Attorney Jim Hentz