

**ARREARS:** Overdue rent

**ASSIGN:** Transfer the unexpired portion of an apartment lease to a new tenant.

**CAUSE OF ACTION:** Specific situation that may become the basis for a lawsuit.

**CIVIL:** A non-criminal legal matter. Housing and rental disputes are generally handled in civil courts.

**COVENANT:** Promise. Independent covenant: You must perform your obligation even if the other party does not.

**DEPENDENT COVENANT:** You carry out your obligation on the condition that the other party fulfills its obligation.

**DEFAULT:** To forfeit or lose by omission; to fail to perform a legal obligation.

**DEMISED PREMISES:** The apartment being rented.

**DETAINER:** Withholding another's property against his or her will.

**DISPOSSESS:** Remove a person from land; the legal action brought for nonpayment of rent.

**DISTRAINT (proceed by distress):** The rental property owner takes your personal property to force you to pay or eventually sells it to get his or her rental monies.

**EJECTMENT:** Physical or legal eviction from land.

**EMURE:** To take effect

**ENJOYMENT:** Possession or occupation of land. Quiet enjoyment: freedom from invasion of privacy by the rental property owner.

**EVICITION:** Depriving a person of possession of occupancy. Constructive eviction: not actually removing a tenant but making it impossible for him or her to remain because of the conditions, such as serious deterioration.

**GOODS AND CHATTELS:** Personal property.

**INDEMNIFY AND HOLD HARMLESS:** To free from any responsibility or liability.

**INURE:** Take effect.

**LEASE:** A type of legal agreement establishing a property owner-tenant relationship.

**LESSEE:** Tenant

**LESSOR:** Rental property owner.

**LIABILITY:** Responsibility, loss; a negative element.

**NOTICE TO QUIT:** Notification from the apartment complex owner to tenant ordering tenant off the rental property, usually after thirty or sixty days from the first day of the rental period.

**NOTICE TO VACATE:** Notification from the tenant to the apartment complex owner stating the tenant's intention to leave the rental property, usually after thirty or sixty days from the first day of the rental period.

**PARTIES TO A LEASE:** Those who agree to abide by the provisions of a lease; typically you as a tenant, any roommates, and the apartment complex owner.

**POSSESSION:** Lawful occupation and use of the land, subject to protections of "quiet enjoyment."

**REPLEVIN:** Legal action to recover property that was unlawfully seized.

**SUBLET:** Agreeing to permit someone to use a rental property for a term less than the full term of the apartment lease, and to be paid for that permission.

**SUMMARY PROCEEDING (to recover possession):** Eviction. It is called "summary proceeding" because it is a swift and simple procedure for the apartment complex owner.

**TENANT AT SUFFERANCE:** A tenant who has remained in a unit after a lease or tenancy at will lease agreement has expired or was terminated.

**TENANT WITHOUT A LEASE:** A tenant with the rental property owner's consent to occupy a premises without a lease agreement.

**TENANT WITH A LEASE:** A tenant with a contract that allows for a certain length of occupancy at a set rent.

**TERM OF LEASE:** The length of time that a lease shall be in effect; duration of obligation.

**WAIVER:** Relinquishment of a right, agreeing to give up something to which you are entitled.

**WARRANTY OF HABITABILITY:** Promise that the rental property is safe and usable for residential use.