

# First Time on Your own? What You Need to Know About Contracts

*People who ask you to sign contracts don't necessarily know what's in them.*

Can you believe that? Well, this is how I learned that lesson:



My husband and I recently talked with our apartment manager, Sue, about giving our 20-day notice to vacate. We wanted to move out on the tenth day of the following month (April) as the escrow on our new house was supposed to close around the 3<sup>rd</sup> or 4<sup>th</sup>. That would give us time to move out and then come back in to do some cleaning and, hopefully, get back our cleaning deposit. So we figured that if we gave our notice right around the 20<sup>th</sup> of March we'd meet our 20-day required notice and we'd only have to pay prorated rent for a few days in April. Makes sense, right?

Yeah, not so fast. This is what we were told in an email from Sue:

*“As a reminder, when you are on month-to-month your notice will go in for the last day of the month. So if you were wanting to put in notice now it would go in for April 30<sup>th</sup> because it will fall into that month. Please let me know if you have any questions. Thank you and have a great night!”*

My first reaction was, really? Then what is the point of a 20-day notice to vacate requirement?



You know me, right? I went straight to the contract to look for the wording that explained things this way. And you guessed it; no such thing! So I shared that with her and this was her next response:

*“Your contract does state that your lease ended 01/09/2016, and you must provide a 20 days’ notice prior to your lease terminating. On month-to-month, it is 30-31 days, depending on the month. Since your lease ended in January, you are now on month-to-month. So this means your rental would end on the 30th or 31st on any given month. You must provide a 20-day notice prior to the 30th or 31st of the month.”*

What? Is she making this up? Again, I’m reading back through the contract and I see no such thing.

From there I decided to go online and see what I could find regarding renter’s rights in Washington state. Here’s what I found:

*“When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month-to-month, or from period to period on which rent is payable, and shall be terminated by written notice of twenty days or more, **preceding the end of any of the months** or periods of tenancy, given by either party to the other.”*

( <http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.200> )

Wow! Weird wording, but I had no idea that this was a law and I have no idea whether or not it's unique to Washington state. However, it was evident that Sue knew this; it just wasn't included in the contract she had us sign.



Another example of the contract not matching her words is that I told her we wanted to spend a day cleaning the apartment so we could get back our cleaning deposit. She told me to not bother doing that because they always pay someone to come in and clean and automatically deduct a flat fee of \$125 from the deposit.

So back to the contract I go!

Again, no such wording. As a matter of fact, my copy states that the tenant is responsible for all cleaning when moving out.

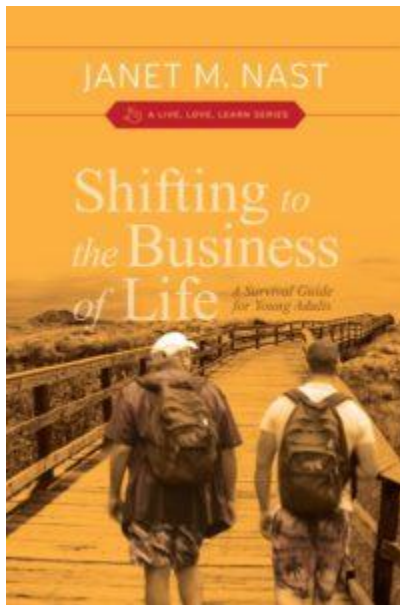


The moral of the story is this:

**People who ask you to sign contracts don't always know what's in them. In order to protect yourself and your interests, read and discuss all sections of any contract you sign:**

*Make sure you understand everything completely.*

# That is the Business of Life!



All this information and more can be found in this great book:  
**Shifting to the Business of Life, A Survival Guide for Young Adults**

Available for download on [Amazon Kindle](#) and [Amazon.com](#).

Sincerely,  
*Janet M. Nast*

*P.S. In the end we were able to give our 20-day notice and have our remaining rent prorated by the week. We also cleaned the apartment and got back most of our cleaning deposit. However, they did deduct \$50 for pest spray since we had two cats. But that's ok because THAT was stated in the contract!*

