**Lease Agreements: Five Things You Didn't Know You Could Negotiate**

When you factor in the formulaic legal documents, generic 20-minute interview, and perfunctory tour of the apartment and its amenities, it’s not unusual for renters to feel like they must either take it or leave it. It may not seem like there is room to negotiate the residential lease agreement. That might be true — sometimes. But renters may actually be in a better bargaining position than they realize. Often, potential renters are able to negotiate some aspects of the lease agreement, especially when the landlord is eager to rent a particular unit. Here are five aspects of your lease agreement you may have more control over than you think.

**1. Security deposits**

If a security deposit requirement seems unreasonable, counter with a more sensible figure. Your security deposit should never be more than one month’s rent. Renters may be able to negotiate a lower figure, particularly if they can offer references and a record of responsible rental maintenance. \*If a landlord really needs to get a unit under contract, he or she might be willing to budge on this issue.

**2. Pet policies**

Although more of a longshot, pet policies and fees are negotiable in some situations, particularly if an animal is small, quiet, and has never shown signs of aggression. Likewise, if an apartment allows pets of a certain size or species only, savvy renters may be able to get their larger pets through the door by offering a few extra dollars in rent each month.

**3. Access to amenities**

If the building has certain amenities — such as a gym, pool or on-site wellness center — that require additional monthly fees, renters may be able to negotiate for these to be included in the cost of monthly rent. As with security deposits, renters gain leverage by showing a stellar record of on-time payments and by providing a list of previous landlords willing to vouch for their predictability and consistency. Also, potential renewal tenants may benefit from negotiating with the landlord for the inclusion of amenities for the new rental term.

**4. Parking passes and guest policies**

Landlords understandably discourage renters from hosting large numbers of guests. However, tenants should not feel unnecessarily burdened by a cumbersome guest policy or insufficient parking for visitors. For instance, if a landlord is willing to offer just one parking pass, it may be worth negotiating for two or three passes so visitors can park safely and close by. Likewise, if a lease agreement imposes limits on overnight guests, be sure to assert that this unduly restricts the number of close friends and family members who can stay over. Then, mention that it might be better to continue your search. You may be surprised how quickly this lease term evaporates from the agreement.

**5. Monthly rent**

* This is one of the biggest — and most difficult — lease agreement terms to successfully negotiate. However, it’s in the landlord’s best interest to keep units filled and profitable, and the introductory rent is likely much higher than the landlord or owner actually needs to realize said profit. If you are a tenant with no history of eviction, late rent, damage, civil judgments, or general rental issues, you stand a strong chance of getting a rental rate reduction. When negotiating this term, be reasonable and understanding of the landlord’s position. Also keep in mind that a low-ball counteroffer will quickly turn the discussion sour. It may also help to research comparable renal rates in the area to show the landlord just how diligent you really are. It could definitely pay off in the end.

*Source: By Stephanie Reid, Avvo attorney and NakedLaw contributor*

**What not to negotiate**

A landlord can’t offer leniency on any policy rooted in local, state or federal law, so don’t ask. Landlords also can’t allow tenants to exceed maximum occupancy requirements, as these are often set by local fire codes and are designed for tenant safety. Other non-negotiable terms may include prohibitions against smoking indoors, installing fixtures, painting, engaging in substantial construction, remodeling, subletting, or arranging a lease assignment. On the other hand, landlords are not permitted to negotiate anything that could be considered discriminatory in nature. For instance, a landlord cannot charge extra for a service animal, the presence of small children, or reasonable accommodations for a disabled tenant. In all these scenarios, the terms are protected by state and federal fair housing laws, and are not up for discussion.

**Fair Housing Law:**

Fair housing means that people cannot be treated differently in their search for housing or during their tenancy.THE FAIR HOUSING LAW DECLARES THAT IT IS ILLEGAL TO DISCRIMINATE ON THE BASIS OF RACE, COLOR RELIGIOUS CREED, NATIONAL ORIGIN, SEX, SEXUAL ORIENTATION, AGE, CHILDREN, ANCESTRY, MARITAL STATUS, VETERAN HISTORY, PUBLIC ASSISTANCE RECIPIENCY, OR HANDICAP (MENTAL OR PHYSICAL). Which means that a landlord may not….

* Discourage a person from buying or renting a dwelling in a particular area and encourage him or her to buy or rent in another area.
* Represent that a dwelling is not available for sale, rent or inspection when the dwelling is in fact so available.
* Charge or quote a higher rental or sale price for a dwelling.
* State or provide less favorable terms for the rental or a sale of a dwelling.
* Publish discriminatory advertising.
* Discriminate in the granting or mortgage loans.
* Discriminate on the basis of handicap by refusing to make reasonable accommodations in policies and services or refusing to permit reasonable modifications of dwellings.
* Discriminate on the basis of rental subsidy (use) by refusing to rent to subsidy recipients because of subsidy program requirements.
* Refuse to rent to families with children under six because of lead paint.

If you feel you have been a victim of housing discrimination, you do have options. You may a complaint with the following agencies:

* Massachusetts Attorney General’s Office - Civil Rights Division at (617) 727-2200.
* Massachusetts Commission Against Discrimination at (617) 994-6000.
* If your complaint is against the management of a federally subsidized housing project or federal housing program, you may file a discrimination complaint with the U.S. [Department of Housing and Urban Development](http://www.hud.gov/) at (617) 994-8200

*Source: By Stephanie Reid, Avvo attorney and NakedLaw contributor*