

# Residential Lease

## About This Form:

This agreement is between a landlord and tenant and defines the respective rights and obligations of the parties. The lease will include the term of the lease, how long the lease will last, the amount of rent, the time the rent is due, the description of the space rented, any limitations on the use of the space, for example no cats or dogs, limitations on number of non related individuals that can live there, who pays what utilities, whether the tenant can make improvements, etc.

Under a lease the landlord retains ownership of the property. The tenant has possession for the term of the lease. A lease can be month to month or for a specific period of time. A month to month lease continues until the tenant or landlord notifies the other party that he or she is terminating the lease. A lease for a specific time ends when that period is over. No notice is needed at the end of the term. The tenant is expected to move out of the dwelling.

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This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ ("Landlord"), and \_\_\_\_\_ ("Tenant"). As used in this Lease, the singular includes the plural and the masculine includes the feminine at all times.

1. Premises to be Leased. Landlord agrees to lease to Tenant the premises known as and located at the following address: \_\_\_\_\_.

The premises are rented furnished and will contain the following items:

2. Term of Lease. This Lease begins at 12:01 a.m. on \_\_\_\_\_ for a term of \_\_\_\_\_ . During the term of the Lease, Tenant shall pay \$[RENT] per month as rent to the Landlord. Rent shall be due on the \_\_\_\_\_ day of each month through the term of this Lease. A late fee of \$\_\_\_\_\_ per day will be charged for past due rent.
3. Subletting. Tenant promises not to assign or transfer this Lease or any interest in this Lease, or sublet the premises or any part of the premises without the prior written consent of the Landlord.
4. Liens and Encumbrances. Tenant promises not to allow any liens or encumbrances to attach to the premises.
5. Occupancy. Tenant shall be entitled to use the premises for residential purposes only. The premises shall be occupied by the tenant, \_\_\_\_\_, as well as the following persons and no others: \_\_\_\_\_. No pets will be allowed on the premises.
6. Maintenance. Tenant shall maintain the premises in a safe and sanitary condition; dispose of all garbage, rubbish and waste in a clean, safe and legal manner, the storage of garbage on the premises being strictly prohibited; keep all plumbing fixtures in the premises clean, sanitary and in good working order; use and operate all electrical fixtures and plumbing fixtures properly; comply with all obligations imposed upon tenants by applicable provisions of housing, building and health codes; refrain, and forbid any other person from destroying, defacing, damaging or removing any part of the premises. Tenant shall not make any alterations to the premises or change any locks on the premises without the prior written consent of Landlord. Tenant shall not do anything on the premises that will increase or make voidable Landlord's insurance on the premises.
7. Utilities. Tenant shall be responsible for all deposits and payments for the following utilities:

\_\_\_\_\_  
Payment for all utilities not listed in this paragraph as the responsibility of Tenant shall be the responsibility of Landlord.

