

RESIDENTIAL LEASE AGREEMENT

Fixed-term lease (e.g., 12 months) for a residential property

Important: Residential leases are heavily regulated and rules vary significantly by city, state, province, and country — security-deposit caps and return windows, late-fee limits, mandatory disclosures (lead paint for pre-1978 US properties, mold, bed bugs, flood zones), notice periods, rent-control rules, and required habitability standards all differ. Have a qualified attorney review this template for your jurisdiction before using it.

This Residential Lease Agreement (the “Lease”) is entered into as of ____ day of _____, 20____ (the “Effective Date”), by and between:

LANDLORD

Full Legal Name	
Address	
Email	
Telephone	

TENANT(S)

Full Legal Name	
Address	
Email	
Telephone	
Date(s) of Birth	
Driver’s License / ID No.	

If more than one Tenant signs this Lease, each Tenant is jointly and severally liable for all obligations under this Lease.

PROPERTY

Property Address	
Unit Type (apartment, house, etc.)	
Bedrooms / Bathrooms	

Parking Space(s)	
Storage / Other	

1. Lease Term

This Lease begins on _____ and ends on _____ (the "Term"). Unless either Party gives written notice of non-renewal at least ____ (__) days before the end of the Term, this Lease shall continue as a month-to-month tenancy under the same terms (except as required by law).

2. Rent

2.1 Monthly Rent. The Tenant shall pay rent of \$_____ per month (the "Rent"), due on the ____ day of each month.

2.2 Payment Method. Rent shall be paid by _____ (e.g., bank transfer, check, online portal) to: _____.

2.3 Late Fee. If Rent is not received within ____ (__) days of the due date, the Tenant shall pay a late fee of \$_____ (subject to any applicable legal limits).

2.4 Returned Payment. A fee of \$_____ shall apply to any returned check or failed electronic payment.

2.5 Proration. Rent for any partial month shall be prorated on a daily basis.

3. Security Deposit

3.1 Amount. Upon signing, the Tenant shall pay a security deposit of \$_____ (the "Deposit"), to be held in accordance with applicable law.

3.2 Return. Within ____ (__) days after the end of the Lease and after the Tenant vacates the Property, the Landlord shall return the Deposit, less itemized deductions for unpaid Rent, damage beyond ordinary wear and tear, and other amounts permitted by law.

3.3 Use Restriction. The Deposit may not be used by the Tenant as the last month's Rent.

4. Occupants and Use

4.1 The Property shall be occupied only by the Tenant(s) and the following additional persons:

4.2 The Property shall be used solely as a private residence. No commercial activity (other than incidental home office use permitted by law) shall be conducted on the Property without the Landlord's prior written consent.

4.3 Guests may stay no more than ____ (___) consecutive days, or ____ (___) days in any 12-month period, without the Landlord's prior written consent.

5. Utilities and Services

The Parties shall be responsible for utilities as follows (mark L for Landlord, T for Tenant):

Utility / Service	Responsible (L/T)	Notes
Electricity		
Gas		
Water / Sewer		
Trash / Recycling		
Heating		
Internet		
Cable / Streaming		
HOA / Condo Fees		
Lawn / Snow		

6. Condition of Property and Maintenance

6.1 The Tenant has inspected the Property and accepts it in its current condition, subject to any items listed in the move-in inspection. The Landlord warrants that the Property is in habitable condition at the start of the Term and complies with applicable health and safety codes.

6.2 The Tenant shall keep the Property clean and sanitary, dispose of waste properly, use appliances and fixtures responsibly, and promptly notify the Landlord of any needed repairs, leaks, mold, pests, or safety issues.

6.3 The Tenant shall not make any alterations, structural changes, or paint the Property without the Landlord's prior written consent.

6.4 The Landlord is responsible for major repairs and structural maintenance, except for damage caused by the Tenant or the Tenant's guests.

7. Pets

(Select one.) No pets allowed. Pets allowed, subject to:

(a) Pet description: _____

(b) Pet deposit: \$_____ (refundable / non-refundable)

(c) Monthly pet fee: \$_____

The Tenant is responsible for any damage caused by pets and for cleaning up after them on and around the Property.

8. Insurance

The Tenant shall is encouraged to maintain renters' insurance with at least \$_____ in liability coverage and personal property coverage as the Tenant deems appropriate. Proof of insurance shall be provided to the Landlord upon request.

9. Access and Entry

The Landlord may enter the Property with at least _____ (____) hours' written notice for inspections, repairs, maintenance, or to show the Property to prospective tenants, buyers, or contractors. In an emergency, the Landlord may enter without notice.

10. Rules and Restrictions

The Tenant shall comply with all applicable laws and any reasonable house rules attached as Exhibit A. The Tenant shall not engage in or permit on the Property: (a) illegal activity; (b) excessive noise or behavior that disturbs neighbors; (c) smoking inside the Property; (d) hazardous materials; or (e) operation of any waterbed without the Landlord's written consent.

11. Subletting and Assignment

The Tenant shall not sublet the Property, assign this Lease, or list the Property on any short-term rental platform (e.g., Airbnb, Vrbo) without the Landlord's prior written consent. The Landlord's consent may be conditioned, withheld, or subject to additional terms as permitted by law.

12. Default and Remedies

The Tenant is in default if the Tenant (a) fails to pay Rent or other amounts when due, (b) breaches any material term of this Lease, or (c) engages in conduct that endangers others or damages the Property. The Landlord may pursue any remedies available under applicable landlord-tenant law, including notice to cure, eviction, and recovery of unpaid Rent and reasonable costs and attorneys' fees.

13. Early Termination

If the Tenant terminates this Lease before the end of the Term without a legal basis, the Tenant shall remain liable for Rent and other charges through the end of the Term, subject to the Landlord's duty to mitigate damages by making reasonable efforts to re-rent the Property, and to any early-termination fee of \$_____ agreed by the Parties.

14. Required Disclosures

The Landlord makes the disclosures attached as Exhibit B, which may include (as required by applicable law): lead-based paint disclosure for residences built before 1978 (US), mold disclosure, bed bug history, flood-zone status, smoke and carbon monoxide detector compliance, and any other locally required disclosures.

15. Move-Out

On or before the last day of the Term, the Tenant shall remove all personal property, return all keys, and leave the Property clean and in the same condition as at move-in (ordinary wear and tear excepted). A move-out inspection shall be conducted in accordance with applicable law.

16. Governing Law and General Provisions

16.1 This Lease shall be governed by the laws of _____.

16.2 Entire Agreement. This Lease, together with any exhibits, constitutes the entire agreement between the Parties on its subject. Any modification must be in writing and signed by both Parties.

16.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.4 Notices. Notices shall be in writing and delivered to the addresses set forth above.

16.5 Counterparts and Electronic Signature. This Lease may be signed in counterparts, including by electronic signature.

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms of this Agreement.

<p>LANDLORD</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Date: _____</p>	<p>TENANT</p> <hr/> <p>Signature</p> <p>Name: _____</p> <p>Date: _____</p>
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— END OF AGREEMENT —

This template is for general informational purposes only and is not legal advice. Landlord-tenant law varies significantly by jurisdiction — consult a qualified attorney before use.