

MONTH-TO-MONTH RENTAL AGREEMENT

Flexible, periodic tenancy with no fixed end date

Important: Month-to-month tenancies are governed by jurisdiction-specific notice requirements (often 30 to 90 days) and — in some cities — by rent-control or just-cause-eviction rules that restrict termination and rent increases even on a periodic tenancy. Verify the applicable rules before using this template.

This Month-to-Month Rental Agreement (the “Agreement”) 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	

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

PROPERTY

Property Address	
Unit Type	
Bedrooms / Bathrooms	
Parking / Storage	

1. Term

This Agreement begins on _____ and continues on a month-to-month basis until terminated in accordance with Article 9.

2. Rent

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

2.2 Rent shall be paid by _____ to _____.

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

3. Rent Increases

The Landlord may increase the Rent upon at least ____ (__) days' written notice (or such longer notice as required by applicable law). Any such increase shall take effect at the start of the next monthly period.

4. Security Deposit

Upon signing, the Tenant shall pay a security deposit of \$_____, returnable within ____ (__) days after the Tenant vacates the Property, less itemized deductions permitted by law.

5. Use of Property

The Property shall be used solely as a private residence by the Tenant(s) and any persons listed below: _____ . Use of the Property for short-term rentals (e.g., Airbnb, Vrbo) is prohibited without the Landlord's prior written consent.

6. Utilities

The Tenant shall be responsible for all utilities except: _____ (which the Landlord shall provide).

7. Maintenance and Repairs

The Tenant shall keep the Property clean and in good condition, promptly report needed repairs to the Landlord, and make no alterations without the Landlord's written consent. The Landlord shall be responsible for major repairs and structural maintenance, except for damage caused by the Tenant or the Tenant's guests.

8. House Rules

The Tenant shall comply with all applicable laws and any house rules attached as Exhibit A, including rules on noise, pets, smoking, parking, and guests.

9. Termination

9.1 Notice. Either Party may terminate this Agreement upon at least ____ (__) days' written notice (or such longer notice as required by applicable law). The notice must specify the move-out date.

9.2 For Cause. The Landlord may terminate sooner if the Tenant materially breaches this Agreement and fails to cure the breach within any cure period required by law.

9.3 Move-Out. On or before the move-out date, 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).

10. Access

The Landlord may enter the Property with at least ____ (__) hours' notice for inspections, repairs, or to show the Property to prospective tenants. In an emergency, no notice is required.

11. Default

If the Tenant fails to pay Rent or breaches a material term, the Landlord may pursue any remedies available under applicable landlord-tenant law, including notice to cure and eviction. The prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

12. Required Disclosures and Governing Law

12.1 The Landlord makes the disclosures attached as Exhibit B, as required by applicable law.

12.2 This Agreement shall be governed by the laws of _____.

12.3 Any modification must be in writing and signed by both Parties. This Agreement 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>TENANT</p> <hr/> <p>Signature</p> <p>Name: _____</p>
--	--	--

Date: _____		Date: _____
--------------------	--	--------------------

— 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.