

MONTH-TO-MONTH RENTAL AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Month-to-Month Rental Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], with a notice address at [LANDLORD ADDRESS] ("**Landlord**"); and

[TENANT LEGAL NAME(S)], with a notice address at [TENANT ADDRESS] ("**Tenant**").

Landlord and Tenant are each a "**Party**" and together the "**Parties**." If more than one person signs as Tenant, each is jointly and severally responsible for all obligations.

Recitals. Landlord owns or controls the residential premises described below and wishes to rent it to Tenant on a month-to-month basis, and Tenant wishes to rent it from Landlord, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Premises and Tenancy

1.1 Premises. Landlord rents to Tenant the residential premises located at [FULL ADDRESS, UNIT] (the "**Premises**"), together with [any included parking space, storage, or other areas: DESCRIBE OR "NONE"].

1.2 Month-to-month tenancy. The tenancy begins on [START DATE] and continues on a month-to-month basis until terminated by either Party under Section 6. Each rental month begins on the [first] day of the calendar month unless stated otherwise.

1.3 Occupants. The Premises may be occupied only by Tenant and the following authorized occupants: [NAMES, OR "NONE"]. Guests staying longer than [NUMBER] consecutive days require Landlord's prior written consent.

1.4 Use. Tenant will use the Premises solely as a private residence and will not conduct any business there that violates applicable law, zoning, or insurance, or that disturbs other residents.

2. Rent and Charges

2.1 Monthly rent. Tenant will pay Landlord rent of [AMOUNT] per month (the "**Rent**"), due in advance on the [first] day of each month, without demand.

2.2 Payment method. Rent is payable by [method, e.g. bank transfer / check / online portal] to [PAYEE / ACCOUNT DETAILS]. Rent is considered paid when actually received by Landlord.

2.3 Proration. If the tenancy begins on a day other than the first of the month, the first month's Rent is prorated based on the number of days occupied.

2.4 Late charge and returned payments. If Rent is not received within [NUMBER] days after its due date, Tenant will pay a late charge of [AMOUNT OR %], and [AMOUNT] for any returned or dishonored payment, in each case only to the extent permitted by applicable law. Late charges and fees vary by jurisdiction; confirm local

limits.

2.5 **Utilities.** Tenant is responsible for the following utilities and services: [LIST, e.g. electricity, gas, internet]. Landlord is responsible for: [LIST, e.g. water, sewer, trash, OR "NONE"].

3. Security Deposit

3.1 **Amount.** On signing, Tenant will pay a security deposit of [AMOUNT] (the "Security Deposit") to secure Tenant's performance.

3.2 **Use and return.** Landlord may apply the Security Deposit to unpaid Rent, repair of damage beyond ordinary wear and tear, and other amounts Tenant owes. Landlord will return the balance, with any itemized statement, interest, and within the time required by applicable law, after Tenant vacates and returns possession. Security deposit limits, interest, and return deadlines vary substantially by jurisdiction; follow the rules of the Premises' location.

3.3 **Not last month's rent.** The Security Deposit may not be applied by Tenant as payment of the last month's Rent unless Landlord agrees in writing.

4. Condition, Maintenance, and Entry

4.1 **Condition at move-in.** Tenant has examined the Premises and accepts it in its current condition, subject to any items noted on a move-in checklist the Parties sign. [Attach a move-in checklist where practical.]

4.2 **Tenant maintenance.** Tenant will keep the Premises clean and sanitary, properly use fixtures and appliances, promptly report needed repairs, and avoid damage beyond ordinary wear and tear.

4.3 **Landlord maintenance.** Landlord will maintain the Premises in the condition required by applicable habitability and housing law and will make repairs that are Landlord's responsibility within a reasonable time after notice.

4.4 **Alterations.** Tenant will not paint, alter, or install fixtures without Landlord's prior written consent.

4.5 **Entry.** Landlord may enter the Premises for inspection, repairs, or showings after giving the notice required by applicable law (typically advance written notice), except in an emergency. Tenant will not unreasonably withhold consent to lawful entry.

5. Tenant Conduct and Rules

5.1 **Quiet enjoyment and conduct.** Tenant will not disturb neighbors, create a nuisance, or use the Premises for any unlawful purpose, and will comply with any reasonable house rules provided in writing.

5.2 **Pets.** [Pets are not permitted without Landlord's prior written consent and a signed pet addendum / Pets are permitted as follows: DESCRIBE.]

5.3 **Smoking.** [Smoking is prohibited on the Premises / permitted only in DESCRIBE AREAS.]

5.4 **Insurance.** [OPTIONAL: Tenant will maintain renter's insurance with liability coverage of at least [AMOUNT] and provide proof on request.]

6. Termination by Notice

6.1 **Notice to terminate.** Either Party may terminate this Agreement by giving written notice at least the number of days required by applicable law (commonly [NUMBER, e.g. 30] days, but some jurisdictions and longer tenancies require more). The notice period and any required form of notice are governed by the law of the

Premises' location.

6.2 **Rent increases.** Landlord may change the Rent or other terms only on the advance written notice required by applicable law, after which the change takes effect for the next rental period. Some jurisdictions limit the amount or frequency of rent increases; confirm local rules.

6.3 **Move-out condition.** On termination, Tenant will remove its belongings, return all keys and access devices, and leave the Premises clean and in the condition required by this Agreement, ordinary wear and tear excepted.

7. Default and Remedies

7.1 **Default.** Tenant is in default if it fails to pay Rent when due, breaches another obligation, or holds over after a valid termination notice, in each case subject to any cure period and notice required by applicable law.

7.2 **Remedies.** On default, Landlord may pursue the remedies available under applicable law, which may include serving the notices required to recover possession through lawful eviction process and recovering unpaid Rent and damages. Self-help eviction (changing locks, removing belongings, or shutting off utilities) is prohibited; Landlord will use lawful process only.

7.3 **Abandonment.** If Tenant appears to have abandoned the Premises, Landlord will handle any remaining property as required by applicable law before disposing of it.

8. General Provisions

8.1 **Governing law.** This Agreement is governed by the laws of the State of [STATE] and the local ordinances applicable to the Premises.

8.2 **Notices.** Notices must be in writing and delivered to the addresses above (or as updated in writing) by a method permitted under applicable law.

8.3 **Entire agreement; amendment.** This Agreement, with any signed addenda, is the entire agreement on its subject and may be amended only by a writing signed by both Parties or by a lawful notice of changed terms under Section 6.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's acceptance of late or partial Rent is not a waiver of any right.

8.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LANDLORD

TENANT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE OR N/A]

Title: [TITLE OR N/A]

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.