

# RESIDENTIAL LEASE 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 rental, 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. Residential tenancy is heavily regulated and rules on deposits, notice, entry, and eviction differ by state and city — local landlord-tenant law controls and may override terms in this template.

This Residential Lease Agreement (this "**Lease**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], located at [LANDLORD ADDRESS] ("**Landlord**"); and

[TENANT NAME(S)], located at [TENANT CURRENT ADDRESS] ("**Tenant**," which includes all tenants named above, jointly and severally).

Landlord and Tenant are each a "**Party**" and together the "**Parties**."

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

## 1. Premises

**1.1 Leased premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the residential premises located at [FULL PROPERTY ADDRESS, INCLUDING UNIT NUMBER] (the "**Premises**"), together with [parking space(s), storage, appliances, or other items included — or "no additional items"].

**1.2 Use.** The Premises will be used only as a private residence for the Tenant and the authorized occupants listed in Section 1.3, and for no business or unlawful purpose. [Specify any home-occupation exception, or delete.]

**1.3 Authorized occupants.** Only the following persons may occupy the Premises: [LIST NAMES AND, FOR MINORS, AGES]. Guests may stay no longer than [NUMBER, e.g. 14] days in any [12-month] period without Landlord's prior written consent.

## 2. Term

**2.1 Lease term.** The term of this Lease begins on [LEASE START DATE] and, unless terminated earlier as permitted by this Lease, ends on [LEASE END DATE] (the "**Term**").

**2.2 Holdover.** If Tenant remains in the Premises after the Term without a signed renewal, the tenancy becomes a [month-to-month] tenancy on the same terms (except as to term), terminable by either Party on the notice required by applicable law, at a monthly rent of [HOLDOVER RENT AMOUNT, or "the same monthly Rent"].

**2.3 Renewal.** The Parties may renew this Lease only by a written agreement signed by both Parties.

## 3. Rent

**3.1 Monthly rent.** Tenant will pay rent of [MONTHLY RENT AMOUNT] per month (the "**Rent**"), due in advance on the [DAY, e.g. 1st] day of each month, without demand, deduction, or offset except as allowed by law.

**3.2 Place and method of payment.** Rent is payable to Landlord at [PAYMENT ADDRESS] or by [ACCEPTED METHODS, e.g. electronic transfer, check].

**3.3 Late rent.** If Rent is not received within [NUMBER, e.g. 5] days after its due date, Tenant will pay a late fee of [AMOUNT OR PERCENTAGE], to the extent permitted by applicable law. [Confirm any cap on late fees and any required grace period under local law.]

**3.4 Returned payment.** Tenant will pay a fee of [AMOUNT] for any payment returned for insufficient funds, to the extent permitted by applicable law.

**3.5 Proration.** If the Term begins on a day other than the first of the month, Rent for that partial month is prorated based on the number of days Tenant occupies the Premises.

## 4. Security Deposit

**4.1 Amount.** Tenant will pay a security deposit of [DEPOSIT AMOUNT] (the "Deposit") on or before [DATE], to be held by Landlord as security for Tenant's performance under this Lease.

**4.2 Use and return.** Landlord may apply the Deposit to unpaid Rent, the cost of repairing damage beyond normal wear and tear, cleaning, and other amounts Tenant owes under this Lease. Landlord will return the Deposit, less any lawful deductions and with an itemized written statement, within the time and in the manner required by applicable law after Tenant vacates and returns possession.

**4.3 Limitations.** Tenant may not apply the Deposit toward Rent, including the last month's Rent, without Landlord's written consent. Handling of the Deposit, including any obligation to hold it in a separate account or pay interest, is governed by applicable law, which controls over this Section to the extent it conflicts.

## 5. Utilities and Services

**5.1 Responsibility.** Tenant is responsible for arranging and paying for the following utilities and services: [e.g. electricity, gas, water/sewer, trash, internet]. Landlord is responsible for: [e.g. water/sewer, trash, or "none"].

**5.2 Transfer and continuity.** Tenant will place utilities in Tenant's name as of the start of the Term where applicable and will keep them on throughout the Term. Tenant will not allow any utility necessary to prevent damage (such as heat in cold weather) to be shut off.

## 6. Use, Maintenance, and Condition of Premises

**6.1 Condition at move-in.** The Parties will complete a written move-in inspection (or "[move-in checklist]") noting the condition of the Premises. Except as noted, Tenant accepts the Premises in its current condition.

**6.2 Tenant maintenance.** Tenant will keep the Premises clean, sanitary, and free of trash; properly use all fixtures and appliances; and promptly notify Landlord in writing of any needed repairs, leaks, mold, or unsafe conditions. Tenant will not damage or alter the Premises.

**6.3 Landlord maintenance.** Landlord will maintain the Premises in compliance with applicable building, housing, and health codes and will keep the structural elements and common systems in good repair, consistent with the warranty of habitability and other obligations imposed by applicable law.

**6.4 Alterations.** Tenant will not make alterations, additions, painting, or installations (including changing locks) without Landlord's prior written consent. Any approved alterations become part of the Premises unless the Parties agree otherwise in writing.

**6.5 Pets.** [No pets are permitted / Pets are permitted only as follows: [DESCRIBE PET TYPE, SIZE, NUMBER, PET DEPOSIT, AND/OR PET RENT].] Assistance animals and service animals required as a reasonable accommodation under applicable law are addressed separately as required by that law and are not subject to pet restrictions or pet fees to the extent the law so provides.

**6.6 Smoking.** [Smoking is prohibited anywhere on the Premises / Smoking is permitted only in the following areas: [DESCRIBE].]

## 7. Landlord's Right of Entry

7.1 Landlord may enter the Premises to inspect, make repairs, show the unit to prospective tenants, buyers, or contractors, or as otherwise permitted by law. Except in an emergency or as otherwise allowed by law, Landlord will give Tenant at least [NUMBER, e.g. 24] hours' advance notice and will enter at reasonable times. In an emergency, Landlord may enter without notice.

## 8. Assignment and Subletting

8.1 Tenant may not assign this Lease or sublet the Premises, in whole or in part, or allow any other person to take possession, without Landlord's prior written consent, which [will not be unreasonably withheld / may be granted or withheld in Landlord's discretion, subject to applicable law]. Any unauthorized assignment or sublet is void and is a breach of this Lease.

## 9. Insurance and Liability

9.1 **Renter's insurance.** [Tenant will maintain renter's (personal property and liability) insurance with limits of at least [AMOUNT] throughout the Term and provide proof on request / Renter's insurance is recommended but not required.]

9.2 **Tenant property.** Landlord is not responsible for loss of or damage to Tenant's personal property, except to the extent caused by Landlord's negligence or as required by applicable law.

9.3 **Indemnity.** To the extent permitted by applicable law, Tenant will hold Landlord harmless from claims arising out of Tenant's negligence or misuse of the Premises by Tenant or Tenant's occupants or guests. Nothing in this Section waives any right that applicable law does not allow to be waived.

## 10. Default and Remedies

10.1 **Events of default.** Tenant is in default if Tenant fails to pay Rent when due, violates any other term of this Lease, or abandons the Premises.

10.2 **Notice and cure.** Before exercising remedies, Landlord will give Tenant the written notice and any opportunity to cure required by applicable law.

10.3 **Remedies.** On an uncured default, Landlord may pursue all remedies available under applicable law, which may include terminating the tenancy, recovering possession through the legal process, and recovering unpaid Rent, damages, and (where permitted) costs and attorneys' fees. **Landlord will use the legal eviction process and will not engage in any "self-help" eviction (such as changing the locks, removing Tenant's property, or shutting off utilities), which is prohibited by law.**

## 11. General Provisions

11.1 **Governing law.** This Lease is governed by the laws of the State of [STATE] and the local ordinances applicable to the Premises. Where local landlord-tenant law conflicts with this Lease, the law controls.

11.2 **Joint and several liability.** If more than one person signs as Tenant, each is jointly and severally liable for all obligations under this Lease.

11.3 **Notices.** Notices must be in writing and delivered to the addresses above (or as updated in writing) by [hand delivery, mail, or other method permitted by law] and are effective as provided by applicable law.

11.4 **Disclosures.** Tenant acknowledges receipt of all disclosures required by applicable law, including, where applicable, the federal lead-based paint disclosure for housing built before 1978 and [ANY OTHER REQUIRED LOCAL DISCLOSURES, e.g. mold, bed bug, or flood disclosures — confirm with counsel].

11.5 **Entire agreement; amendment.** This Lease, together with any attached rules, addenda, and the move-in inspection, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. Landlord's acceptance of late or partial Rent is not a waiver of any default or of Landlord's rights.

11.7 **Counterparts and electronic signature.** This Lease 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 Lease as of the Effective Date.

**LANDLORD**

**TENANT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE, e.g. Owner / Agent]

Title: [N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Additional Tenant (if any):*

**TENANT**

Signature: \_\_\_\_\_

Printed name: [NAME]

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.*