

Residential leases are governed by state and local landlord-tenant law — security deposit limits and return deadlines, notice periods, late-fee limits, and required disclosures (including the federal lead-based paint disclosure for housing built before 1978) vary by location, and some cities add rent-control or just-cause rules. This template is a general starting point only — not legal advice — and should be checked against your state and local law, or reviewed by a local attorney, before use.

Month-to-Month Rental Agreement

Landlord: [Landlord name] **Tenant:** [Tenant name] **Agreement date:** [Date]

1. Premises

Landlord rents to Tenant the residence at [Street address, unit number, city, state, ZIP] (the "Premises"), together with [list anything included — e.g., "refrigerator, one parking space"], to be used only as a private residence.

2. Month-to-Month Term

This tenancy begins on [Start date] and continues from month to month. Each rental period runs from the [1st] day of a month to the last day of that month. Either party may end the tenancy as described in Section 13. There is no fixed end date.

3. Rent

Monthly rent is [Amount], due on the [1st] day of each month, paid by [method]. Rent for any partial first month is prorated: [Prorated amount and due date]. Landlord will provide a receipt for any cash payment.

4. Rent Changes

Landlord may change the rent or other terms only by giving Tenant written notice at least [Number, e.g., 30] days before the change takes effect [use at least the notice your state requires — many require longer notice for larger increases]. [Check your city and state: some limit how much and how often rent can be raised.]

5. Late Fees

If rent is not received within [Number] days after its due date, Tenant will owe a late fee of [Amount]. A returned payment incurs a fee of [Amount]. [Check your state: many cap late fees or require a grace period.]

6. Security Deposit

Tenant will pay a security deposit of [Amount] before moving in [check your state's maximum]. Landlord may use it only for unpaid rent, damage beyond normal wear and tear, and other amounts Tenant owes under this agreement. Within [Number] days after Tenant moves out and returns the keys [use your state's deadline], Landlord will return the deposit, minus any lawful deductions, with an itemized written list of those deductions.

7. Utilities

Tenant pays for: [e.g., "electricity, gas, internet"]. Landlord pays for: [e.g., "water, sewer, trash"].

8. Occupants, Pets, and Assistance Animals

Only Tenant and these occupants may live at the Premises: [Names]. Pets: [Choose one: "none without Landlord's written consent" / "the following: [type, number], with a pet deposit of [Amount]"]. An assistance animal needed because of a disability is not a pet and is not subject to pet fees or deposits; Tenant remains responsible for any damage it causes.

9. Maintenance and Repairs

Landlord will keep the Premises safe and habitable and make the repairs state and local law require within a reasonable time after notice. Tenant will keep the Premises clean, report needed repairs, leaks, mold, or pests promptly in writing to [phone, email, or portal], and pay for damage Tenant, occupants, guests, or pets cause beyond normal wear and tear.

10. Landlord's Entry

Landlord may enter at reasonable times to make repairs, inspect, or show the Premises, after at least [Number, e.g., 24] hours' notice [use at least your state's minimum], and without notice only in an emergency.

11. Subletting, Alterations, and Smoking

Tenant will not sublet, assign this agreement, rent the Premises short-term, change the locks, or make alterations without Landlord's written consent, except a disability accommodation the law requires Landlord to allow. Smoking: [Choose one: "not allowed anywhere on the Premises" / "allowed only in [area]"].

12. Required Disclosures

[For housing built before 1978:] Landlord will provide the federal lead-based paint disclosure and the EPA pamphlet "Protect Your Family From Lead in Your Home," and the signed disclosure form is attached. Other disclosures attached: [list any your state or city requires].

13. Ending the Tenancy

Either party may end this tenancy by giving the other written notice at least [Number, e.g., 30] days before the end of a rental period [use at least your state and city's required notice — some require longer notice from a landlord, especially after a tenant has lived there a year or more, and some cities only allow a landlord to end a tenancy for a listed "just cause"]. When Tenant moves out, Tenant will leave the Premises clean and in the same condition as at move-in except for normal wear and tear, return all keys, and give a forwarding address.

14. Default

Landlord may end the tenancy for nonpayment or another breach only by giving the notices and following the court process state law requires. Landlord will not change the locks, remove Tenant's belongings, or shut off utilities to force Tenant out.

15. Notices, Entire Agreement, and Governing Law

Written notices go to Landlord at [address and email] and to Tenant at the Premises [and email, if Tenant agrees to email notice]. This agreement, with its attachments, is the entire agreement; changes must be in writing and signed by both. If any part is unenforceable, the rest remains in effect. It is governed by the laws of [State where the Premises are located] and any applicable local ordinances, which control if they conflict with it.

Signatures

By signing below, each party agrees to these terms.

[Landlord name] ("Landlord")

Signature: _____ Printed name: _____ Date: _____

[Tenant name] ("Tenant")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.