

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.

Residential Lease Agreement

Landlord: [Landlord name] **Tenant:** [Tenant name] **Lease 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, washer/dryer, one assigned parking space, storage unit #4"]. The Premises are to be used only as a private residence.

2. Term

This lease begins on [Start date] and ends on [End date] (a fixed term). [Or, for a month-to-month tenancy: "This lease begins on [Start date] and continues month to month until either party ends it with written notice as described in Section 16."] If Tenant stays after a fixed term ends with Landlord's consent, the tenancy continues month to month on the same terms unless the parties sign a new lease. [Check your state and city: some require a minimum notice before a fixed term ends, or limit when a tenancy can be ended.]

3. Rent

Monthly rent is [Amount, e.g., \$1,450], due on the [1st] day of each month, paid by [method — e.g., "bank transfer to the account Landlord designates" or "check payable to [name]"].

Rent for any partial first month is prorated: [Prorated amount and due date]. Landlord will provide a receipt for any payment made in cash.

4. Late Fees and Returned Payments

If rent is not received within [Number, e.g., 5] days after its due date, Tenant will owe a late fee of [Amount]. A payment returned unpaid by the bank incurs a fee of [Amount].

[Check your state: many states cap late fees or require a grace period before one can be charged; some don't allow them at all for certain housing.]

5. Security Deposit

Tenant will pay a security deposit of [Amount] before moving in. [Check your state's maximum deposit and any requirement to hold it in a separate or interest-bearing account.] Landlord may use the deposit only for unpaid rent, damage beyond normal wear and tear, and other amounts Tenant owes under this lease. 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, to the forwarding address Tenant provides. Tenant may not use the deposit as the last month's rent unless Landlord agrees in writing.

6. Utilities and Services

Tenant pays for: [e.g., "electricity, gas, internet, and cable"]. Landlord pays for: [e.g., "water, sewer, and trash collection"]. Tenant will put any utilities Tenant pays for in Tenant's own name as of the start date. [If utilities are shared with another unit, state how the cost is divided — some states require disclosure of this.]

7. Occupants and Guests

Only the Tenant(s) named in this lease and the following occupants may live at the Premises: [Names of any other occupants, including minors]. Guests may stay no more than [Number, e.g., 14] days in any six-month period without Landlord's written consent.

8. Use of the Premises and Rules

Tenant will use the Premises only as a residence, will not use them for anything illegal, will not disturb neighbors, and will follow any building or homeowners' association rules provided to Tenant in writing [attach them, if any].

9. Pets and Assistance Animals

[Choose one:] "No pets are allowed without Landlord's prior written consent." / "Tenant may keep the following pet(s): [type, breed, number], subject to a pet deposit of [Amount] and monthly pet rent of [Amount]." [Check your state: some cap the total of all deposits, including pet deposits.] An assistance animal (a service animal or emotional support animal needed because of a disability) is not a pet. It is not subject to pet fees, pet rent, or pet deposits, and requests for one are handled under fair housing law; Tenant remains responsible for any damage it causes.

10. Maintenance and Repairs

Landlord will keep the Premises in a safe, habitable condition and make the repairs state and local law require, within a reasonable time after notice. Tenant will keep the Premises clean and sanitary, use appliances and fixtures properly, promptly report in writing any needed repair or any water leak, mold, or pest problem, and pay for damage caused by Tenant, occupants, guests, or pets beyond normal wear and tear. Repair requests go to: [phone, email, or portal].

11. Alterations

Tenant will not paint, install fixtures, change or add locks, or make other alterations without Landlord's written consent, except as a disability accommodation the law requires Landlord to allow.

12. Landlord's Entry

Landlord may enter the Premises to make repairs, carry out inspections, or show the Premises to prospective tenants, buyers, or lenders, at reasonable times and after giving Tenant at least [Number, e.g., 24] hours' notice [use at least your state's minimum notice]. Landlord may enter without notice only in an emergency.

13. Subletting and Assignment

Tenant will not sublet the Premises, assign this lease, or rent any part of the Premises on a short-term basis without Landlord's written consent. [Check your state and city: some limit a landlord's ability to refuse consent unreasonably.]

14. Smoking

[Choose one:] "Smoking of any substance, including vaping, is not allowed anywhere on the Premises." / "Smoking is allowed only in [designated area]."

15. Renters Insurance

[Choose one:] "Tenant must keep renters insurance with at least [Amount] of liability coverage for the full term and give Landlord proof on request." / "Tenant is encouraged to carry renters insurance." Landlord's insurance does not cover Tenant's belongings.

16. Ending the Tenancy and Moving Out

To end a month-to-month tenancy, either party must give the other written notice at least [Number, e.g., 30] days before the end of a rental period [use at least the notice period your state and city require]. When Tenant moves out, Tenant will remove all belongings, leave the Premises clean and in the same condition as at move-in except for normal wear and tear, return all keys, and give Landlord a forwarding address. [Recommended: a written move-in condition checklist, with photos, signed by both parties and attached to this lease.]

17. Default

If Tenant fails to pay rent or breaks another material term of this lease, Landlord may end the tenancy 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.

18. Required Disclosures

[For housing built before 1978:] Federal law requires Landlord to disclose any known lead-based paint or lead-based paint hazards, give Tenant the EPA pamphlet "Protect Your Family From Lead in Your Home," and attach a lead disclosure form signed by both parties to this lease. Additional disclosures attached to this lease: [list any your state or city requires — e.g., mold, flood zone, bedbugs, smoke and carbon monoxide detectors, or the name and address of the owner or authorized manager].

19. Notices

Written notices under this lease go to Landlord at [address and email] and to Tenant at the Premises [and email, if Tenant agrees to email notice]. Either party may update its notice address in writing.

20. More Than One Tenant

Every adult who will live at the Premises as a tenant should sign this lease as a Tenant [add a Tenant signer for each one]. If more than one Tenant signs, each is responsible for the full rent and for all other obligations under this lease, not just a share of them.

21. Entire Agreement and Changes

This lease, with any attachments listed in it, is the entire agreement between Landlord and Tenant. Any change must be in writing and signed by both. If any part of this lease is found unenforceable, the rest remains in effect.

22. Governing Law

This lease is governed by the laws of the State of [State where the Premises are located] and any applicable local ordinances, which control if anything in this lease conflicts with them.

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.