



I'm not robot



Continue

Residential rental agreement pdf

A lease agreement is a legal contract between a landlord and tenant for the use of commercial or residential property in exchange for monthly rent. The terms of the agreement are negotiated by the parties and, if the tenant is approved after filling in a rental application, a lease is written. Lease Agreements: By State Commercial Lease – For any type of commercial space for business use such as industrial, office, or retail. There are three (3) types of commercial leases: Gross Lease, Modified Gross Lease, Triple Net (NNN) Lease. Download: Adobe PDF, MS Word Month-to-Month Lease – Otherwise known as “tenancy-at-will”, is a rental contract that can be terminated in either 30 days or the minimum termination required by the State. Download: Adobe PDF, MS Word Residential Lease – A fixed-term rental contract between a landlord and tenant whereas payment is due every month, usually on the first (1st) day, and the term is commonly for one (1) year. Download: Adobe PDF, MS Word Roommate Agreement – A roommate agreement outlines the terms when 2 or more people live together in a residence while sharing the common areas such as the kitchen, bathroom(s), and living areas. Download: Adobe PDF, MS Word Sublease Agreement – A tenant (“sublessor”) who is currently under a lease decides to rent a portion of the entire space to subtenant (“sublessee”). Download: Adobe PDF, MS Word The Leasing Process (5 Steps) A lease is only as good as the form it is written and the individual that desires to rent the space. Due to each State having its own specific laws regarding disclosures and security deposits a landlord may follow the instructions below in order to create a binding arrangement with the tenant. Step 1 – Check the Tenant’s Credit and Background Through the Rental Application, a landlord will be able to view a tenant’s background and verify with their employer to see the character of the person. Recommended sites to perform this lookup on the tenant include Experian (\$14.95), e-Reporter.com (\$19.95), and SmartMove (\$25). This can be identified by confirming the following: The average credit score in the USA is between 660 to 720. Therefore, if a prospective tenant has a higher score, greater than 720, they may be able to negotiate a better rent with the landlord knowing that they will be reliable to pay the rent on time every month. Although, for individuals below 660, it may take extra credentials such as proof of income or employment, a larger security deposit, and pre-paying a portion of the total rent in order to make the landlord comfortable with the arrangement. If the prospective tenant has any criminal blemishes on their record then this is up to the landlord to justify how credible the charge that’s listed. If the property is located with families and other professionals of the community then it may pose a larger risk than if the real estate is located in an urban setting. Unless the prospective tenant is retired or can prove they have a sufficient amount of cash, along with a high credit score, it is ideal to find a tenant that has a job at the present time. This can be completed by having their employer authorize an Income Verification Form (Adobe PDF, Microsoft Word) along with the individual producing pay-stubs for the last 2 weeks. Past Tax Returns – If the landlord wants to go even further they can request tax returns for the last 2 years with IRS Form W-2 (for employees) and IRS Form 1040 (if self-employed). The landlord, at their discretion, can ask for a Reference Letter (Adobe PDF, Microsoft Word) from the most recent lessor to ask about the character of the renter in addition to requesting if the individual paid on-time while acting as their tenant. Although, most tenant background check websites will be able to catch if the individual has ever been evicted in the past. This is usually a waste of time and most landlords no longer verify references other than the employer and past lessor. As the individual will, most of the time, add their best friends and colleagues that will be scripted to say the best and most positive things even if the individual is not of good moral character. Step 2 – Choose Your Agreement There are four (4) types: This is the most common. Lasts for a period of 1-year and cannot be terminated by the landlord or tenant. Month-to-Month Rental Agreement Also referred to as a “Tenancy at Will”, has no end date but can be canceled at any time by the landlord or tenant by giving the other party written notice, usually 30 days, that they will be terminating the agreement. This is a contract that binds the tenants that are collectively renting from a landlord. Items such as cleanup terms, who pays for what room, and any other agreements between the roommates can be created. This is when a tenant has a lease, usually a 1-Year term, and they are forced to vacate the premises while still being liable for the rent until the end of the agreement period. They can, with the landlord’s permission, rent the space to someone else in order to help pay for the rent. Step 3 – Negotiate the Terms At this point, the terms and conditions of the lease should be negotiated by the parties with, most importantly, the monthly rent. For the landlord and tenant to get a better idea of the market in their area use Apartments.com or Zillow to view related properties and their monthly asking price. Items to be Negotiated Security Deposit Monthly Rent Late Rent Penalty Non-Sufficient Fees (NSF) Utilities & Services Smoking Policy Subletting Co-Signer / Co-Guarantor After the aforementioned items have been agreed upon it is time to write the Agreement. The Security Deposit A security deposit is collected by the landlord in the chance that the tenant defaults on their lease or if there is damage that is left at the end of the lease term. The former allows the landlord to salvage 1 or 2 months of rent during any eviction period which can usually take this amount of time. Although, the maximum amount the landlord may request for the security deposit depends on the State where the property is located. The limit is determined by the rent amount and equivalent to (see below): Step 4 – Sign the Lease In most occasions, the agreement is signed between the landlord, tenant, and agent (if any).



Unlike other legal contracts, it is not necessary to have a notary public as a witness. It is important that every State’s laws have been observed in regards to its legal Statutes and Disclosure Forms. Therefore, it is best to verify with your specific State to ensure all requirements are being met. Step 5 – Pay Rent, Security Deposit and Obtain Occupancy The landlord will usually wait until the 1st month’s rent and security deposit (if applicable) have cleared before giving the tenant access to the property. If the rent has been prorated, meaning the tenant is able to obtain possession of the premises before the start date, then the money for the initial period will be required as well. Afterward, the tenant may be granted occupancy where all necessary keys, fobs, and access will be transferred and the tenant will officially be allowed to move-in. Frequently Asked Questions (FAQ) If the landlord is in violation, the tenant will be required to send a certified letter stating the breach and after a certain number (#) days pass the tenant will be allowed to terminate the lease. In addition, the tenant may be entitled to damages. Examples: Not making a necessary repair, not removing snow from the parking area, accessing the property without tenant’s permission, etc. If the tenant is in violation, the landlord will be required to give the tenant a notice to quit that describes the violation and how to “cure” the issue. The tenant will only have a certain number (#) of days in accordance with State law. For example, in most States a tenant that is late on rent will commonly have three (3) to fourteen (14) days to pay or vacate the property. Examples: Not paying rent on time, playing music too loud, damage to the premises, etc. How to get out of a Lease? In order to cancel a standard lease, the tenant will be required to get the landlord’s written consent to terminate the contract. The greatest fear of a landlord is to evict a tenant which can lead to a loss of rent for 3-4 months. Therefore, most landlords will accept a termination request if the tenant can exemplify financial hardship. In most cases, the landlord will require the security deposit to be used as a fee for granting the termination. How much can a Tenant afford? This question is ultimately up to the tenant. Landlords will require that the tenant’s income is greater than 40 times the rent amount. For example, if the rent is \$1,000 per month the tenant will need to make at least \$40,000 per year. How does a “Lease to Own” work? A lease to own agreement is when the landlord and tenant come to an agreement for the renting of the home, just like a standard lease, with an option to purchase before the lease end date. The terms of the purchase portion of the agreement are up to the landlord and tenant. Lease to Own vs Lease Option Lease to Own – Tenant has the option to purchase the property at any time during the lease period. Lease Option – Tenant has the option to purchase the property only at the end of the lease period. Can a Tenant pay rent with a Credit Card? Yes. If the landlord does not accept credit card, the tenant may use Plastiq (2.5% fee) to have the funds sent by check in the mail, ACH, or wire transfer. Can a Tenant sublease the Property? In most standard lease agreements, the tenant is prohibited from subleasing which is the act of renting the property to someone else. If the tenant would like to sublease the property, in most cases, they will have to get written consent from the landlord. The landlord has the right to reject the request. Required Disclosures Lead-Based Paint Disclosure – Federal law, 42 U.S. Code § 4852d, requiring all residences built before 1978 to have this document attached to the lease and signed by the tenants. In addition, the landlord must give This Handout (Protect Your Family From Lead in Your Home). Move-in Checklist (Inspection) – Some States require this form to be completed by the landlord and tenant at the start of the lease if there was a security deposit collected. This will allow both parties to write down any existing damage on the premises in the chance the landlord claims that damage, that was pre-existing, was the fault of the tenant. Use our Lease Agreement to rent out your residential property. A Lease Agreement (or rental agreement) is a document that explains the terms under which a tenant rents a residential or commercial property from a landlord. Lease agreements are legally binding contracts that explain the obligations and rights of the tenant and landlord. Even if you’re renting out a room in your house to a friend or family member, you need a lease agreement for legal protection if you encounter problems with your tenants. Table of Contents Lease Agreements By Type Here are some free lease agreement templates by type: Residential Lease Agreement Forms [For Landlords] Use our standard lease agreement to rent out a residential property for a fixed period of typically one year. This agreement includes the most essential and common clauses and can be used for a house, apartment, studio, condo, duplex, townhouse, basement, or mobile home. Standard lease agreements differ by state, so be sure to check the requirements for your property. Use a month-to-month agreement if you don’t want to commit to renting out your property for a full year or more, but still need to protect your rights.

Date of Lease	Term of Lease	Building	Monthly Rent	Security Deposit
1. LESSEE				
LESSOR				
2. Name(s)		Name(s)		
3				
4. Present Address		Address		
City, State, Zip		City, State, Zip		
5. A complete list of the rental contents and agreement between Lessor and Lessee hereby given to Lessor and Lessee hereby lease from Lessor for a period ending, the date designated above (the "Premises"), together with the security deposit herein, and the complete contents of the lease agreement, together with the security deposit, shall be returned to Lessor, without interest, within _____ days after the date that Lessee has vacated the Premises. Lessee has examined the Premises, accepts the Premises "as is," and hereby the Premises in good condition and will return the Premises in good condition at the end of the term of the lease.				
6. Any rent not paid by the fifth day of the month shall incur a late payment penalty of _____.				
7. SECURITY DEPOSIT: Lessee herewith has paid to Lessor the security deposit stated above, receipt of which is acknowledged by Lessor as security for the faithful performance of the terms of this Lease by Lessee, including, but not limited to, payment of rent and to the return of the Premises in unaltered condition. Any unexpired portion of the security deposit will be retained by Lessor, without interest, within _____ days after the date that Lessee has vacated the Premises. Lessee has examined the Premises, accepts the Premises "as is," and hereby the Premises in good condition and will return the Premises in good condition at the end of the term of the lease.				
8. UTILITIES AND SERVICES: In addition to the monthly rent specified above, Lessee shall be responsible for payment of the following (check all that apply): <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water Sewer <input type="checkbox"/> Heating Fuel <input type="checkbox"/> Police Protection <input type="checkbox"/> Homeowner Association Dues.				
9. If Lessor fails to pay any of the above, Lessor may pay them on Lessee's behalf. In such event Lessee shall promptly reimburse Lessor for all such payments, plus any penalties paid by Lessor, upon demand by Lessor. If the event any of the above utilities are not listed specifically on or in respect of the Premises, the Lessee shall pay to Lessor an additional sum of _____ to be of said utilities charged on the building of which the Premises is a part.				

Lessor's Initials: _____ / _____ / _____
Lessee's Initials: _____ / _____ / _____

Page 1 of 4

Using a monthly lease allows you (and your tenant) to be flexible. Use a short term rental agreement to rent out your property for a short period of time (usually between 1–31 days), most commonly as a vacation rental. A short-term rental agreement explains to guests the rules of their stay, and what they can expect when they arrive. Sublease Agreement Forms [For Tenants] Use a sublease agreement to rent out a property (or just a room) when you’re already renting the property from another landlord. For example, you may want to sublet a property if you need to move out but don’t want to break your lease. Use a room rental agreement when you’re renting out a room in your property and need to set rules and boundaries. For example, you can use this agreement to explain how you’ll divide rent and utility payments, and whether your tenant can have guests visit. Commercial/Other Lease Agreement Forms Use a commercial lease agreement if you’re renting out an office building, retail space, restaurant, industrial facility, or any property where the tenant will operate a business. Use a land lease agreement to rent out a piece of land that does not have a property on it. A land or ground lease can have multiple purposes, including agricultural, residential, and commercial. Use a rent-to-own lease agreement to give the tenant the option to purchase the property at the end of the agreement. This type of lease helps a tenant who cannot purchase a property right away, and allows the seller to receive a steady income.

You can further support your original lease agreement by modifying the terms with a lease amendment. Additionally, you can end an existing lease with a lease termination letter or extend a rental for another term with a lease renewal. Lease Agreements By State Find your state-specific residential lease agreement below. How to Write (Fill Out) a Lease/Rental Agreement Here’s how to write a lease: 1. Name the parties A simple rental agreement form must name the parties signing the lease and where they live. First, you should write down: the landlord or property management company and their current address the tenant or tenants and their current address This is an example of where to write the Tenant and Landlord names in our lease template. 2. Describe the premises The “premises” are the exact address and type of rented property, such as an apartment, house, or condominium. An example of the “Premises” section from our rental agreement template. 3. Define the term of the lease The “term” is the length of time a tenant will rent the listed property. A standard lease agreement should detail when the lease term begins and ends. Furthermore, a lease can either be fixed-term or month-to-month. A fixed-term rental lease means the agreement is set for a predetermined or fixed period. This lease expires on the end date listed in the agreement (usually up to 6 months, one year, or two years from the start date). A month-to-month rental lease means the agreement is for one month with no defined end date. It continues monthly until either the landlord or tenant terminates the agreement. An example of the “Term” section from our printable lease agreement.

LEASE AGREEMENT
I. THE PARTIES: This Lease Agreement (Agreement) made this _____ day of _____, 20____, by and between _____, Landlord, with a mailing address of _____, _____, _____, and _____, Tenant(s), with a mailing address of _____, _____, _____.
II. PREMISES: The Landlord agrees to rent the following property to the Tenant in accordance with the following terms and conditions: 1. Description: _____ 2. Address: _____ 3. Description: _____
III. LEASE TYPE: This Agreement shall be considered a (check one): <input type="checkbox"/> Fixed-Term Lease: This lease shall commence on _____, _____, _____, and shall terminate on _____, _____, _____. <input type="checkbox"/> Month-to-Month Lease: This lease shall commence on _____, _____, _____, and shall terminate on _____, _____, _____. <input type="checkbox"/> Lease to Own: This lease shall commence on _____, _____, _____, and shall terminate on _____, _____, _____.
IV. PAYMENT TERMS: During the Lease Term, the Tenant shall be responsible for the payment of the following (check all that apply): <input type="checkbox"/> Monthly Rent: \$ _____, due on the _____ day of each month. <input type="checkbox"/> Security Deposit: \$ _____, due on the _____ day of each month. <input type="checkbox"/> Late Fee: \$ _____, for each day late. <input type="checkbox"/> Other: _____, _____, and _____.
V. UTILITIES: The Tenant shall be responsible for all utilities and services to the following (check all that apply): <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water Sewer <input type="checkbox"/> Heating Fuel <input type="checkbox"/> Police Protection <input type="checkbox"/> Homeowner Association Dues.
VI. ADDITIONAL TERMS: Additional Agreement: _____ Other: _____

Page 1 of 1

4. Set how much rent is owed A lease agreement must explicitly list the monthly rental amount and outline the consequences of late rent. It’s up to the landlord to decide how much to charge for rent, but the cost is usually comparable to other properties within the same area. In addition, standard rent control laws may limit the amount you can charge for rent.

Check your local rent control ordinance to ensure your lease agreement complies with those regulations. This is an example of our free lease agreement’s “Rent” and “Additional Rent” sections. 5. Assign a security deposit amount A security deposit is a set amount of money usually collected at the beginning of the lease. Landlords have the right to collect a security deposit from their tenants, but their states’ security deposit laws define what landlords can use that money for (check the security deposit laws of your state). 6. Finalize the lease Once you finish discussing the details with your tenant, remember to: Print – print at least two copies of the rental lease for you and the other party Sign – sign and date the lease agreement form (both the tenant(s) and landlord) Save – file a hard copy of the signed document safely and consider scanning an electronic copy for extra safekeeping. Whether you’re an experienced or first-time landlord, you can use these resources and guides to understand in simple terms what the law says about leases and rental contracts: Follow the steps below to rent your property easily: 1. Show your rental unit to tenants The first step in renting out a house or an apartment is to allow people to view the property. If tenants like the property and want to move in, they will likely inquire about the rent amount. Hosting viewings can be inconvenient if you have multiple properties, so many landlords hire a property management company to show their rental units to potential tenants. 2. Give the tenant a rental application form to fill out Once you agree on the rent price, the tenant should fill out a rental application. This form helps the landlord screen the tenant, and it includes information such as the applicants’ Name Current address Place of employment Income level Rental references The tenant can confirm their workplace using an employment verification letter. This document is easy for renters to show proof of income.

FLORIDA RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is entered into this _____ day of _____, 20____, by and between _____, hereinafter known as the "Landlord" and _____, hereinafter known as the "Tenant(s)."

WHEREAS, the Landlord desires to lease the Property defined herein under the terms and conditions as set forth herein; and

WHEREAS, the Tenant(s) desires to lease the Property defined herein from the Landlord under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

PROPERTY. The Landlord owns property and improvements located at _____ (hereinafter referred to as the "Property").

LEASE TERM. This Lease shall commence on _____ day of _____, 20____, and end on _____ day of _____, 20____ (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with the provisions of the Lease. Upon the end of the Term, Tenant(s) shall vacate the Property and deliver the same to the Landlord unless:

- the Lease is formally extended by the Landlord and the Tenant(s) in writing signed by both Parties; or
- the Landlord willingly accepts Rent from the Tenant(s) for a period beyond the original Term. Where the Landlord accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both Parties, a month-to-month tenancy will be created.

RENT. The Tenant(s) shall pay to the Landlord the sum of \$ _____ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every _____ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

A. **Late Rent.** If Rent is not paid within _____ days of the Due Date, the Rent shall be considered past due and a late fee of □ \$ _____ or □ _____ % of the Rent past due shall be applied for every □ day Rent is late or □ occurrence Rent is late.

B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonored for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.

C. **Application of Payments.** Whenever there are different sums owed by the Tenant(s) to the Landlord, any payment shall be applied first to those

Typically, landlords require a small, non-refundable fee from the tenant to process the rental application. 3. Run a background and credit check After reviewing the tenant’s application, you should run a background check (and/or a credit check). Tenant screening like this can help avoid scams and problem tenants. The tenant usually pays for the cost. A background check shows if the applicant has a prior criminal history, and a credit check confirms whether the applicant has good or bad credit. Bad credit may signify poor financial planning resulting in missed rent payments. Although these checks help you avoid dealing with bad tenants, you shouldn’t base your decision to rent the property solely on the results. Many states have strict guidelines on tenant discrimination. Refusing tenancy because of minor criminal offenses or bad credit may justifiably violate federal anti-discrimination law. 4. Check the tenant’s references Next, you need to check the tenant’s references in their rental application form mentioned in step 2. You should contact the references and ask questions such as: Did the applicant pay their rent and utilities on time? Were there any noise complaints at the tenant’s previous apartment? Have the police ever been called to the tenant’s last rental unit? Would you consider renting to this person again? Rental references are usually from current or previous landlords and can give insight into the tenant’s character and behavior. 5. Create a lease agreement Once you’re happy to rent your property to a tenant, you must create a lease/rental agreement in the correct format. You make a lease agreement by writing it yourself from scratch, filling in a blank lease agreement template that includes all the necessary clauses, or using a lease agreement builder to create a lease specific to your property.

STANDARD LEASE AGREEMENT

This Agreement is between [Redacted] [Landlord's Name] of [Redacted] [Street Address] in the City of [Redacted], State of [Redacted] hereinafter known as the "Landlord"

AND [Redacted] [Redacted] [Redacted] hereinafter known as the "Tenant(s)" agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant(s): [Redacted]

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a [Redacted] [Type of residence such as: Apartment, Home, Condo, etc.] with the following mailing address [Redacted]

[Redacted] [Street Address] in the City of [Redacted], State of [Redacted] consisting of [Redacted] Bathrooms and [Redacted] Bedroom(s) hereinafter known as the "Premises".

PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, the manufacturing of any type of food or product, a professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Premises is: - To be furnished with the following items: [Redacted]

Remember to include the following: After creating the lease contract and reviewing everything with your new tenant, both parties sign the agreement. You may need to calculate prorated rent depending on when the tenant moves in. 6. Hand over the keys Once the lease agreement is completed and signed, give the tenant the keys to move into the property. Remember to conduct a unit walkthrough alongside the tenant to finish the process. Bring a rental inspection checklist and document the property's condition before the tenant moves in. Common Lease Agreement Disclosures and Addendums Your lease agreement may require additional disclosures and addendums because each rental property is different, and laws vary by state. Attached separately to your lease agreement, these documents inform new or current tenants about issues with your property and their rights. Download the most common disclosures and addendums below in MS Word (.docx) or Adobe PDF format: Asbestos Disclosure (Word) – notifies tenants of asbestos at the property (required for properties built before 1979) Bed Bug Addendum (Word) – explains how both parties should act in the event of a bedbug infestation Carbon Monoxide and Smoke Detector Addendum (Word)– states whether the landlord will provide carbon monoxide/smoke detectors and how the tenant is responsible for keeping them in good condition. Death in Rental Unit Disclosure (Word) – informs the tenant if anyone previously died in the property. Disclosure of Lead-Based Hazards (PDF) – notifies tenants of the existence of lead-based paint or other materials (required for properties built before 1978) Flood Hazard Area Disclosure (Word) – states whether the property is in a special flood hazard area. Foreclosure Notice (Word) – the tenant should provide this during the lease if you need to explain that the rental agreement terminates on a specified date. Illegal Substance Contamination Disclosure (Word) – notifies the tenant if parts of the property have been contaminated by the manufacturing or storing of an illegal substance (such as methamphetamine) Mold Disclosure (Word) – notifies the tenant that the property may contain mold and whether the landlord will fix it. Notice of Abandoned Personal Property (Word) – tells the tenant that they left something in the unit when they moved out and need to collect it before it's thrown out. Pet Addendum (Word) – a pet addendum states the rules regarding pets at the property. Shared Utilities Disclosure (Word) – explains how utilities are calculated and shared between multiple residents. Smoking Lease Addendum (PDF) – a smoking lease addendum tells the tenant whether they can smoke tobacco or marijuana on the property. Landlord and Tenant Laws by State Federal law recognizes that landlords and tenants have individual legal rights and obligations. Find out what the law in your state says about your rights using the table below, or check the following specific laws for your property: State Laws on Landlord's Access to Rental Property Tenants have the right to privacy when they rent a property. However, there may be reasons why a landlord needs to access the property, such as for maintenance or inspections. Nearly every state requires a landlord to give advance notice to their tenants before accessing a rental unit. Use the table below to check how much notice you need to give in your state and check the relevant law: Security Deposit Laws Each state regulates the maximum amount of money a landlord can collect as a security deposit from a tenant. Some states also require landlords to return security deposits to tenants within a certain time (potentially with interest). Usually, a landlord can deduct the following costs from the tenant's security deposit: Unpaid rent Cleaning costs Key replacement costs Cost to repair damages above ordinary wear and tear Any other amount legally allowable under the lease Use the table below to see the maximum security deposit limit in your state, whether it needs to be held in a separate account, and how much time you have to refund it after the lease ends: State Maximum Deposit Limit Held in Separate Account Refund Law AL 1 month's rent Not required 35 days to return deposit § 35-9A-201 AK 2 months' rent, unless monthly rent is greater than \$2000 Escrow account required - 14 days to return deposit - 30 days to return deposit if tenant doesn't provide proper notice § 34.03.070 AZ 1½ months' rent, unless tenant volunteers to pay more Not required 14 days to return deposit § 33-1321 AR 2 months' rent unless landlord owns fewer than 6 rental units Not required 60 days to return deposit § 18-16-304, 18-16-305 CA 2 months' rent (if unfurnished) or 3 months' rent (if furnished) Not required 21 days to return deposit Civil Code 1950.5 CO No regulation Not required - 30 days to return deposit unless otherwise stated in the lease - 60 days maximum if not stated in the lease § 38-12-103, 38-12-104 CT - 2 months' rent if tenant is under 62 years old - 1 month's rent if tenant is over 62 years old Interest-bearing account required 30 days to return deposit § 47a-21 to 47a-22a DE 1 month's rent for 1-year lease agreements (if unfurnished) Escrow account required 30 days to return deposit Title 25, Chapter 53 FL No regulation Interest-bearing or non interest-bearing escrow account required (landlord's choice) - 15 days if any amount is retained § 83.49 GA No regulation Escrow account required except if landlord owns fewer than 11 rental units (unless managed by a third party) 30 days to return deposit § 44-7-31 to 44-7-37 HI 1 month's rent Not required 14 days to return deposit § 521-44 ID No regulation Not required - 21 days to return deposit unless otherwise stated in the lease - 30 days maximum if not stated in the lease § 6-321 IL No regulation Not required 45 days to return deposit 765 ILCS 705/ IN No regulation Not required - 21 days to return deposit unless otherwise stated in the lease - 30 days maximum if not stated in the lease § 32-31-3 IA 2 months' rent Federally-insured account required 30 days to return deposit § 562a.12 KS 1 month's rent (if unfurnished) or 1½ months' rent (if furnished) Not required 30 days to return deposit § 58-2550 KY No regulation Escrow account required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit RS 9:3251 ME 2 months' rent Not required 30 days to return deposit Chapter 710-A MD 2 months' rent Escrow account required 45 days to return deposit § 8-203 MA 1 month's rent Interest-bearing escrow account required 30 days to return deposit Chapter 186, Section 15B MI 1½ months' rent Not required 30 days to return deposit § 554.602 to 554.615 MN No regulation Not required 21 days to return deposit § 504B.78 MS No regulation Not required 45 days to return deposit § 89-9-21 MO 2 months' rent Not required 30 days to return deposit § 535.300 MT No regulation Not required - 10 days to return deposit - 30 days if any amount is retained § 70-25-201 to 70-25-206 NE 1 month's rent Not required 14 days to return deposit § 17-1416 NV 3 months' rent Not required 30 days to return deposit § 118A.242 to 118A.250 NH 1 month's rent or \$100 (whichever is greater) Not required 30 days to return deposit § 540-A-6 to 540-A-8 NJ 1½ months' rent Not required 30 days to return deposit § 46-8-19 NM - 1 month's rent for lease terms less than 1 year - No limit for lease terms greater than 1 year Not required 30 days to return deposit § 47-8-18 NY No regulation Not required 14 days to return deposit Emergency Tenant Protection Act 576/74 NC - 2 weeks' rent for week-to-week lease agreements - 1½ months' rent for month-to-month lease agreements - 2 months' rent for yearly leases Trust account or bank bond required - 30 days to return deposit - 60 days to return deposit if damages exceed 1 month's rent Article 6 Tenant Security Deposit Act ND 1 month's rent Escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Not required 30 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit Title 41 §41-115 OR No regulation Not required 31 days to return deposit ORS 90.300 PA 2 months' rent Escrow account required for deposits greater than \$100 or any amount held for longer than 2 years 30 days to return deposit Landlord Tenant Act Section 511-512 RI 1 month's rent Not required 20 days to return deposit § 34-18-19 SC No regulation Not required 30 days to return deposit § 27-40-410 SD 1 month's rent Not required 14 days to return deposit § 43-32-6.1, § 43-32-24 TN No regulation Escrow account required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 92.101 - 92.110 UT No regulation Not required 30 days to return deposit Title 57 Chapter 17 VT No regulation Not required 14 days to return deposit 9 V.S.A. § 4461 VA 2 months' rent Not required 45 days to return deposit § 55.1-1226 WA No regulation Escrow account required 21 days to return deposit § 59.18.253, 59.18.260 - 59.18.285 WY No regulation Not required 60 days to return deposit Chapter 37 Article 6A WI No regulation Not required 21 days to return deposit ACP § 134.06 WY No regulation Not required - 30 days to return deposit - 60 days if any amount is retained § 1-21-1208 Rental/Lease Agreement Glossary Here are some helpful definitions for the legal language commonly used in lease and rental agreement forms: Access: the right to enter a property. Accidents: artificial or naturally occurring events that may damage a property (fire, flood, earthquake, etc.). Alterations: modifications made to a property. Appliances: standard home equipment like a refrigerator or dishwasher. Assignment: the transfer of an interest in a lease. Attorney Fees: a payment made to a lawyer. Condemnation: the government seizing private property for a public purpose, such as highway construction. Default: when a breach of contract occurs and persists, such as not paying rent or violating other terms of a rental lease agreement. Furniture: standard home equipment such as couches, tables, beds, etc. Guarantor / Co-Signer: someone accountable for paying rent if the tenant cannot do so. Guests: short-term occupants of a rental property. Joint and several liability: two or more people are independently held accountable for damages, regardless of who is at fault. Late Rent Fee: an additional, reasonable sum of money paid by a tenant after making a rent payment past the due date listed in the lease agreement. Noise Policy: a provision of a lease agreement outlining "quiet hours" in the apartment building, condominium, or neighborhood. Notice: a written announcement of some fact or observation. Option to Purchase: the tenant's right to purchase the rental property later. Parking: designated spaces where the tenant can keep their vehicles. Pet Policy: the permission or restriction of a tenant's ability to have an animal in a rental property. Property Maintenance: preserving a rental unit and who is responsible. Such as cutting the grass, removing the garbage, or unclogging the kitchen and bathroom drains. Renewal: a tenant's option to continue the lease. Renter's insurance: a paid policy that protects personal belongings against theft or damage. Severability: a clause of a lease stating that if one part of the agreement is invalid for any reason, the rest of the lease is still enforceable. Smoking Policy: the permission or restriction of a tenant's smoking ability inside rental property. Sublet: a temporary housing arrangement between current and new tenants to rent all or part of the currently leased property. The subletting period must be for less than the lease term. Successor: someone who takes over the obligations of a lease from a tenant or landlord. Utilities: a public or private service supplying electricity, water, gas, or trash collection to a property. Waterbed: a water-filled furnishing used to sleep and not typically permitted in most rental properties How to Write a Lease/Rental Agreement Follow the steps below to write a lease or rental agreement. Step 1 – Provide Landlord and Tenant Names 1. Landlord. Write the landlord's full name or company name, depending on whether the landlord is an individual or an entity. 2. Tenant. Enter the tenant's full name or company name, depending on whether the tenant is an individual or entity. If there is more than one tenant, enter the name of each additional tenant. Step 2 – Describe the Premises 3. Premises. Describe the rental. Specify the type of residential property being rented, such as an apartment or house. If none of the options on the form describe the property type, write it in. Enter the number of bedrooms, bathrooms, and parking spaces (if parking is included with the property). Write the street (physical) address of the rented property, including the apartment/unit number (if applicable), city, state, and zip code. 4. Storage. Specify whether or not the rental property includes storage space. If yes, describe the storage space. 5. Furnishings. State whether or not the rental property includes furnishings. If yes, provide a list of the furnishings included with the rental. 6. Additional Description. If any additional information would help describe the property, include it here. Step 3 – Identify Lease Term 7. Term. Note whether the lease term is for a fixed set of time or if it will continue on a month-to-month basis. The term is when the landlord will rent the property to the tenant. 8. Fixed Lease. If this is a fixed lease, provide the start and end date for the lease term. 9. Month-to-Month Lease. If this is a month-to-month lease, provide only the start date of the lease. Step 4 – Write Rent Details 10. Rent. Specify the dollar amount of the monthly rent payment, the day the rent is due (e.g., the 5th day), and the payment method. 11. Proration. State whether the rent shall be prorated for any lease term of less than one month. 12. Bounced Checks. Specify the amount the landlord charges for any bounced checks. Step 5 – Fill in Guaranty Information 13. Guaranty. Note whether or not a guarantor is required for the tenant under this lease. If yes, provide the guarantor's full name and address. Step 6 – Describe Any Late Fees 14. Late Fee. Specify whether or not the landlord charges a late fee if the rent is not paid on time. If yes, specify the day of the month the rent will be considered late and the number of days for any grace period. If a late fee is assessed, select whether the late fee will be a set dollar amount (including the amount) or a percentage amount. Step 7 – Enter Utilities Details 15. Utilities. State if the landlord is responsible for all utilities and, if so, indicate which utilities (typically, the tenant is responsible for all utilities). Step 8 – Note Security Deposit 16. Security Deposit. Provide the dollar amount of the security deposit the tenant shall pay the landlord. 17. Return of Deposit and Interest. Note the number of days after the end of this agreement that the landlord will return the security deposit (less any amounts under this section) to the tenant. Specify whether or not the security deposit shall be held in an interest-bearing account. *Note that most states have laws regarding security deposits, including the amount, where the landlord saves the deposit, how the landlord can use it, and when the landlord must return it to the tenant. Step 9 – Note Use of Premises 18. Use of Premises. The tenant and the tenant's immediate family will use the property for residential purposes. In addition, the tenant is responsible for any damage to the property caused by their guests. Provide for any additional guest or visitor policy. Step 10 – Identify the Condition of the Premises 19. Condition of Premises. The tenant agrees to the current condition of the appliances, fixtures, and furnishings (if applicable) other than any exceptions added here. Step 11 – Maintenance and Repairs 20. Maintenance and Repairs. The tenant agrees to maintain the property and not remove any appliances, fixtures, and furnishings (if applicable). If the property has an outside area or grounds, then the tenant also agrees to maintain those. Step 12 – Choose the Rules and Regulations Option 21. Rules and Regulations. Specify whether or not there are separate rules and regulations for the rental property. If yes, a sample "Exhibit A – Rules and Regulations" is included at the end of this agreement for your reference. Step 13 – Note Military Clause Option 22. Military Clause. State whether or not the tenant may terminate the lease agreement early for activity duty in the U.S. armed forces. Step 14 – Choose the Smoking Option 23. Smoking. Note whether or not the landlord permits or prohibits smoking on the property. Step 15 – Enter Pet Option 24. Pets. Specify whether or not tenants can keep pets on the property. If yes, state the type of pet(s) and the amount of any pet deposit. Step 16 – Choose Inspection Checklist Option 25. Inspection Checklist. Note whether or not the tenant must complete an inspection checklist at the time of move-in. If yes, a sample "Exhibit B – Rental Inspection Checklist" is included at the end of this agreement for your reference. Step 17 – Note Renter's Insurance Option 26. Renter's Insurance. State whether or not the tenant must obtain a renter's insurance policy. If yes, the policy must have at least \$100,000 of personal liability coverage, and the landlord must be named as an interested party or additional insured. Step 18 – Choose the Assignment and Subletting Option 27. Assignment and Subletting. Specify whether or not the tenant can assign or sublease any part of the property. If allowed, specify whether the tenant must obtain the landlord's written consent to assign or sublease. Step 19 – Fill in Default Details 28. Default. In the event of default (other than failure to pay rent), the landlord may give the tenant notice and the opportunity to correct the default. Provide the number of days the tenant has to correct the default. If the default is the tenant's failure to pay rent, provide the number of days after receipt of the landlord's notice that the landlord can terminate this agreement. *Note most states have laws regarding the amount of notice a landlord must give a tenant for failure to pay rent or violations of lease terms. Step 20 – Choose the Lead Disclosure Option 29. Lead Disclosure. If the property was built before 1978, the landlord must disclose whether or not there are known lead-based paint or lead-based paint hazards on the property. A "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" is included at the end of this agreement for your reference. Step 21 – Enter Notices Information 30. Notices. All notices must be in writing. Provide the address where the landlord and tenant should send notices. Step 22 – Fill in Governing Law State 31. State Law. Provide the state's laws that will govern the construction of this agreement. Step 23 – Write Disputes Details 32. Disputes. If there is a dispute, specify whether the dispute will be resolved through court litigation, binding arbitration, mediation, or mediation then arbitration. Step 24 – Write Miscellaneous Terms and Information 33. Miscellaneous. Note any other provisions not already included in this agreement. The following standard residential lease agreement works for all states except California, Florida, and Washington, DC. This Lease Agreement template has been updated for 2023. View our filled-out rental lease example to see a completed residential lease agreement. Use these free printable lease agreement templates or create a customized document using our easy step-by-step builder. Frequently Asked Questions (FAQs) A lease is a legally binding contract used when a landlord (the "lessor") rents out a property to a tenant (the "lessee"). This written agreement states the rental terms, such as how long the tenant will rent the property and how much they will pay, in addition to the repercussions for breaking the agreement. A lease is also commonly called a lease agreement, a rental agreement, a rental contract, a lease form, a rental lease agreement, an apartment lease, a tenancy agreement, and a house rental agreement. You need a lease agreement because it explains your responsibilities as a landlord, sets rules for the tenants living in your property, and is often required by state law. A lease agreement helps you avoid disputes with your tenants and fix problems when they arise. Suppose you rent out a property but don't use a lease agreement. In that case, you could lose rent money, be liable for illegal activities on the property, receive penalties for unpaid utility costs, or spend a lot on property damage repairs and lawyer fees. Anyone renting a home, land, or commercial building should have a lease agreement. All adult tenants must be given a copy of the lease agreement after signing it. Landlords and property managers should also keep a copy on file. You rent out a room in your house by using a lease agreement stating you're renting out a room, not the entire property. If you're a tenant living in a rental property, you can sublet a room to another tenant using a room rental agreement. A standard residential lease and a room rental agreement allow you to establish quiet hours, times guests can visit, how to divide utility payments, and rules regarding pets, smoking, and parking. Both parties sign the agreement to rent a room, and the landlord collects a security deposit from the tenant before handing over the keys. The difference between a lease and a rental agreement is the duration of the contract. Lease agreements are typically long-term (12 to 24 months), whereas rental agreements are usually short-term (a few weeks or months). If you decide whether a lease or rent is best for you, remember that a lease agreement provides more security, but a rental agreement offers more flexibility. Your responsibilities as a landlord include the following: Repairing and maintaining the normal wear and tear of appliances like the air conditioner or heater. Respect a tenant's right to "quiet enjoyment" (living without disturbances). For example, not making unnecessary visits to the property and dealing with problems that cause noise (such as dogs barking). Provide a safe and clean home to the tenant for the lease term. Examples include getting rid of mold, resolving water damage, and fixing ventilation problems. Return the tenant's security deposit if the tenant treats the property respectfully, and the rental is in good condition at the end of the lease term. Give the tenant advance notice when you need to enter the premises to fix something or show someone the property. Landlords' responsibilities differ according to state landlord-tenant laws, which describe how a landlord should handle access to the property, security deposits, and evictions. If a tenant violates a lease, the landlord may try to resolve the problem by giving the tenant a chance to fix it (unless the violation is major, such as using the property to sell or manufacture illegal drugs). If the issue is not resolved within a specific period (as set by state law), the landlord can begin eviction to remove the tenant. Common lease violations include unpaid rent and utility bills, damage to the property, and the tenant breaking the law. You should include the following information and clauses in a lease agreement: Names of all tenants: write the names of every adult living on the property. Term: State the lease's duration and whether it's for a fixed term or will automatically renew. Rent: set the amount of money the tenant will pay to live in the property and which day of the month the tenant will pay the rent. Premises: describe the property and where it is located. Security deposit: assign an amount of money the tenant will give the landlord to hold in case of any damages Depending on your property and its location, you may need to include some common disclosure and addendums that address specific situations such as smoking or pets.