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Cancel rental agreement before moving in

A rental agreement or lease is a contract made between a landlord (“lessor”) that leases property to a tenant (“lessee”) that pays rent for its use. After both the landlord and tenant sign a lease, it becomes legally binding until its end date. Rental Application – Use to evaluate a tenant before signing a lease. One (1) Page Lease Agreement – For residential use as a simple agreement between a landlord and tenant. For a fixed term such as 12 months. Download: Adobe PDF, MS Word (.docx), OpenDocument Commercial Lease Agreements – For the use of any type of retail, office, or industrial space. Download: Adobe PDF, MS Word (.docx), OpenDocument Condominium (Condo) Rental Agreement – Residential unit that is owned by an individual in a complex with other individually owned residences. Download: Adobe PDF, MS Word (.docx), OpenDocument Equipment Lease Agreement – To rent any type of device, tools, or similar item. Download: Adobe PDF, MS Word, OpenDocument Family Member Rental Agreement – When a relative comes to live in the same home as a family member. Use to protect the rights of both parties. Download: Adobe PDF, MS Word (.docx), OpenDocument Hunting Lease Agreement – For individuals that would like to hunt on someone else’s private land. Download: Adobe PDF, MS Word (.docx), OpenDocument Lease-Purchase (Lease to Own) Agreement – Agreement that structures rental payments in combination with payments to own the property. Download: Adobe PDF, MS Word (.docx), OpenDocument Month-to-Month Lease Agreement – Also known as a “tenancy-at-will” it allows the tenant and landlord to have a binding arrangement that may be altered with thirty (30) days’ notice. Download: Adobe PDF, MS Word (.docx), OpenDocument Parking Space Rental Agreement – Make a contract to park an automobile, recreational vehicle (RV), all-terrain vehicle (ATV), or motorcycle. Download: Adobe PDF, MS Word (.docx), OpenDocument Roommate (Room Rental) Agreement – For a roommate seeking others to join in paying rent in a residential unit together. This may be completed by a new roommate or as a collective group. Download: Adobe PDF, MS Word (.docx), OpenDocument Standard Residential Lease Agreement – Typically for a one (1) year period but can be for any fixed period. Download: Adobe PDF, MS Word (.docx), OpenDocument Sublease (Sublet) Agreement – The renting of space a tenant has to someone else. Download: Adobe PDF, MS Word (.docx), OpenDocument Vacation (Short-Term) Rental Agreement – For a term that usually ranges only for a few days between an owner of a home, apartment, condominium, or any other type of residence. Download: Adobe PDF, MS Word (.docx), OpenDocument Weekly Rental Agreement – A tenant who resides in a residential space with rent being paid every seven (7) days. Download: Adobe PDF, MS Word (.docx), OpenDocument The Leasing Process (8 steps) From start to finish, follow this simple guide 8-step guide to properly lease residential property. Step 1 – The Tenant Views the Space Before a lease agreement is drawn up, the tenant will usually view the space and deem it acceptable to their living standards and make a verbal offer to the real estate agent, manager, or landlord. The verbal offer will usually be in reference to a monthly rental amount. Step 2 – Rental Application If the offer is conditionally accepted, the landlord will move ahead and ask for the tenant to complete a Rental Application and pay a small fee (commonly used to only cover the cost of showing the property and run a background check). Step 3 – Run a Tenant Background Check The landlord is highly recommended to run a background of the tenant’s credit, background, and criminal history. Use the following resources to conduct your search: Step 4 – Verify References The landlord should contact past employers, past landlords, and any non-family references provided in the application. This will give the landlord an idea of the character of the individual(s) and if they are going to be quiet or noisy neighbors. Step 5 – Writing the Lease If the tenant(s) meet the landlord’s qualifications a lease should be drafted (Instructions – How to Write). The landlord and tenant should meet to discuss the specific terms and conditions of the lease, mainly consisting of the: Fee(s) – In reference to parking, pets, trash, etc. Monthly Rent Amount ($) Move-in Date – The day the tenant will take occupancy of the space. Security Deposit – This is determined by the landlord but cannot be more than the maximum ($) State requirement. Term – Month-to-month, yearly, etc. Utilities – Electricity, water/sewer, heating, etc. Step 6 – Executing the Lease The lease is not required to be witnessed (although it is always recommended to have at least one). At the time of authorization the landlord and tenant should exchange the following: Access (keys) to the premises and all common areas (unless the occupancy does not occur until a later time) Security deposit (if required), 1st month’s rent, and any pro-rated rent (if the tenant is moving-in before the lease start date). Step 7 – Taking Occupancy Move-in to the property and perform a move-in inspection and write down all damage that exists. Make sure to sign and send it to the landlord. Move-in Inspection Checklist – Use to walk around the property and list any damage to the property. This is mainly used so the tenant does not have their security deposit be wrongfully deducted for damages not conducted by the tenant. States Required: Arizona, Georgia, Hawaii, Kansas, Maryland, Massachusetts, Michigan, Montana, Nevada, New Hampshire, North Dakota, Utah, Virginia, Washington, and Wisconsin. Step 8 – End of the Lease At the end of the lease period, the landlord will decide whether or not to renew the lease. If the landlord chooses not to renew, the tenant will be required to move-out and provide their forwarding address. The landlord must send the security deposit back to the tenant, less any deductions, in accordance with security deposit returning laws. Renewal Letter – To renew a lease and make any changes to the agreement such as monthly rent. Non-Renewal Letter – To inform a tenant that the landlord does not wish to renew or extend their lease. Landlord-Tenant Laws State Laws Alabama Title 35, Chapter 9A (Uniform Residential Landlord and Tenant Act) Alaska Title 34, Chapter 3 (Uniform Residential Landlord and Tenant Act) Arizona Title 33, Chapter 10 (Residential Landlord and Tenant Act) Arkansas Title 18, Subtitle 2, Chapter 17 (Arkansas Residential Landlord-Tenant Act) California A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities Colorado Title 38, Article 12 – Tenant & Landlord Connecticut Chapter 830 – Rights and Responsibilities of Landlord and Tenant Delaware Title 25 (Landlord-Tenant Code) Florida Title VI, Chapter 83, Part II – Residential Tenancies Georgia Title 44, Chapter 7 – Landlord and Tenant Hawaii Chapter 521 Residential Landlord-Tenant Code Idaho Landlord and Tenant Guidelines Illinois 765 ILCS 705/ – Landlord and Tenant Act Indiana Title 32, Article 31 (Landlord-Tenant Relations) Iowa Chapter 562A (Uniform Residential Landlord and Tenant Law) Kansas Chapter 58, Article 25 (Landlords and Tenants) Kentucky KRS Chapter 383 (Uniform Residential Landlord and Tenant Act) Louisiana Attorney General’s Guide to Landlord and Tenant Laws Maine Title 14, Chapter 710 (Rental Property) Maryland Real Property, Title 8 (Landlord and Tenant) Massachusetts Chapter 186 (Estates for years and at will) Michigan Chapter 554 (Real and Personal Property) Minnesota Chapter 504B (Landlord and Tenant) Mississippi Title 89 > Chapter 7 – Landlord and Tenant Missouri Chapter 441 (Landlord and Tenant) Montana Chapter 24. Residential Landlord and Tenant Act Nebraska Article 14, Landlord and Tenant Nevada Chapter 118A (Landlord and Tenant) New Hampshire Chapter 540 (Actions Against Tenants) New Jersey Title 46 (2013 Revised Statutes “PROPERTY”) New Mexico Owner-Resident Relations New York Article 7: Landlord and Tenant North Carolina Chapter 42 (Landlord and Tenant) North Dakota Chapter 47-16 (Leasing of Property) Ohio Chapter 5321 (Titled: Landlords and Tenants) Oklahoma Title 41 (Landlord and Tenant) Oregon Title 10, Chapter 90 (Residential Landlord & Tenant) Pennsylvania Landlord and Tenant Act of 1951 (Title 68) Rhode Island Residential Landlord and Tenant Act (Chapter 34-18) South Carolina Residential Landlord and Tenant Act (Title 27, Chapter 40) South Dakota Chapter 43-32 (Lease of Real Property) Tennessee Title 66, Chapter 28 (Uniform Residential Landlord and Tenant Act) Texas Residential Title 8, Chapter 92 Utah Title 57 – Real Estate Vermont Title 9, Chapter 137: Residential Rental Agreements Virginia Virginia Residential Landlord and Tenant Act Washington State Laws (Title 59) West Virginia State Codes Chapter 37 (Real Property) Wisconsin Chapter 704 (Landlord & Tenant) Wyoming Article 12 (Residential Rental Property) A security deposit is paid by a tenant to a landlord at the start of a lease and returned after delivery of the property back to the landlord. The deposit can be lost if the tenant cancels the lease or eviction. It can be deducted if there is damage found at the end of the lease, except for normal wear-and-tear. State Maximum ($) Returning Statute Alabama 1 month’s rent 60 days the termination date and delivery of possession § 35-9A-201(a), 35-9A-201(b) Alaska 2 months’ rent 14 days if the tenant leaves on-time, 30 days if not § 34.03.070(a), § 34.03.070(g) Arizona 1.5 months’ rent 14 days from move-out inspection (excl. weekends and holidays) § 33-1321 Arkansas 2 months’ rent 60 days from termination of tenancy § 18-16-304, § 18-16-305 California 2 months’ rent (unfurnished), 3 months’ rent (furnished) 60 days from the move-out date 1950.5 Colorado No limit 1 month if mentioned in the lease, 2 months if not § 38-12-103 & § 38-12-104 Connecticut 1 month’s rent is 62 years or older, 2 months’ rent if younger 30 days from the move-out date or 15 days from receiving the tenant’s new address § 47a-21 Delaware 1 month’s rent for 1-year leases. No limit for all others. 20 days from the termination date Title 25 § 5514 Florida No limit 30 days if deductions, 15 days if no deductions § 83.49(3)(a) Georgia No limit 1 month from the termination date § 44-7-34 Hawaii 1 month’s rent (excluding pet fee) 14 days from the termination date § 521-44 Idaho No limit 30 days if stated in the lease, 21 days if not § 6-321 Illinois No limit 30 days if deductions, 45 days if no deductions 765 ILCS 710 Indiana No limit 45 days from the termination date § 32-31-3-12 Iowa 2 months’ rent 30 days after the tenant has vacated § 562A.12 Kansas 1 month’s rent (unfurnished), 1.5 months’ rent (furnished) 30 days from the termination date § 58-2550 Kentucky No limit 60 days from the lease termination date § 383.580(7) Louisiana No limit 1 month from the termination date Revised Statute 9:3251 Maine 2 months’ rent 30 days if the lease is fixed-period, 21 days if tenancy-at-will § 6032, § 6033 Maryland 2 months’ rent 45 days from the termination date § 8–203 Massachusetts 1 month’s rent 30 days after the tenant has vacated Chapter 186, Section 15B Michigan 1.5 months’ rent 30 days from the end of occupancy § 554.602, § 554.609 Minnesota No limit 3 weeks from the termination date § 504B.178 Mississippi No limit 45 days from the end of tenancy § 89-8-21 Missouri 2 months’ rent 30 days from the termination of tenancy § 535.300 Montana No limit 30 days if deductions, 10 days if no deductions § 70-25-202 Nebraska 1 month’s rent (excluding pet fee) 14 days of move-out § 76-1416 Nevada 3 months’ rent 30 days from the end of tenancy NRS 118A.242 New Hampshire 1 month’s rent or $100, whichever is greater 30 days, 20 days if the property is shared with the landlord RSA 540-A:6, RSA 540-A:7 New Jersey 1.5 months’ rent 30 days from the termination date § 46:8-21.2, § 46:8-21.1 New Mexico 1 month’s rent for leases 1-year and under. No limit for residential leases more than 1-year. 30 days from the termination date § 47-8-18 New York 1 month’s rent 14 days after the tenant has vacated Emergency Tenant Protection Act 576/74(f), § 7-108 (e) North Carolina 2 months’ rent, for tenancy-at-will only 1.5 months’ rent 30 days if no deductions, if deductions then an additional 30 days § 42-51, § 42-52 North Dakota 1 month’s rent for no pets, 2 months’ rent if pets 30 days from the termination date § 47-16-07.1 Ohio No limit 30 days from the termination date § 5321.16 Oklahoma No limit 45 days from the termination date § 41-115(B) Oregon No limit 31 days from the termination date § 90.300 Pennsylvania 2 months’ rent 30 days from the termination date § 250.511a, § 250.512 Rhode Island 1 month’s rent 20 days from the termination date § 34-18-19 South Carolina No limit 30 days from the termination date § 27-40-410 South Dakota 1 month’s rent 14 days if no deductions, 45 days if deductions § 43-32-6.1, § 43-32-24 Tennessee No limit 30 days from the termination date § 66-28-301 Texas No limit 30 days after the tenant has vacated § 92.103 Utah No limit 30 days from the termination date § 57-17-3 Vermont No limit 14 days, 60 days if a seasonal property § 4461 Virginia 2 months’ rent 45 days from the termination date § 55.1-1226(A) Washington No limit 21 days from tenant’s move-out date § 59.18.280 West Virginia No limit 60 days unless the property is re-rented within 45 days, then immediately § 37-6A-1 Wisconsin No limit 21 days from tenant’s vacancy date § 134.06 Wyoming No limit 30 days from lease termination or 15 days from receiving the tenant’s forwarding address, whichever is lesser § 1-21-1208(A) Landlord’s Access Landlord’s access is the right to enter the property of the tenant with sufficient notice. The notice period is decided by the State the property is located. Use the Right to Entry Form and can be given to an occupant on the property, posted or placed under their door, or mailed to them (6 days before entry date). When is Rent Due? (grace periods) A grace period protects the tenant from being charged a late fee or being evicted during such time period. Although, the rent is still considered late and will reflect negatively on the tenant’s rental history. State When is Rent Due? Laws Alabama On the due date (no grace period) § 35-9A-161(c) Alaska On the due date (no grace period) AS 34.03.020(c) Arizona On the due date (no grace period) ARS 33-1314(c) Arkansas On the due date in the lease, but there is a 5-day grace period before a late fee may be imposed § 18-17-401(b)(1), § 18-17-701(b) California On the due date (no grace period) CIV Code 1947 Colorado Not defined No statute Connecticut 9-day grace period. § 47a-3a(a), § 47a-15a Delaware On the due date in the lease, but there is a 5-day grace period before a late fee may be imposed Title 25, § 5501(b), Title 25, § 5501(d) Florida On the due date (no grace period) § 83.46(1) Georgia Not defined No statute Hawaii On the due date (no grace period) § 521-21(b) Idaho Not defined No statute Illinois Not defined No statute Indiana Not defined No statute Iowa On the due date (no grace period) 562A.9(3) Kansas On the due date (no grace period) § 58-2545(c) Kentucky On the due date (no grace period) § 383.565(2) Louisiana On the due date (no grace period) La. Civ. Code art. 2703(1) Maine 15-day grace period Chapter 710, §6028(1) Maryland On the due date (no grace period) § 8-401(a) Massachusetts 30-day grace period. Chapter 186, Section 15B(1)(c) Michigan On the due date (no grace period) § 554.131 Minnesota Not defined No statute Mississippi Not defined No statute Missouri On the due date (no grace period) Rev. § 535.060 Montana On the due date (no grace period) § 70-24-201(2)(c) Nebraska On the due date (no grace period) § 76-1414(3) Nevada On the due date (no grace period) NRS 118A.210(1) New Hampshire Not defined No statute New Jersey 5 business day grace period § 2A:42-6.1(1) New Mexico On the due date (no grace period) § 47-8-15(B) New York 5-day grace period Housing Stability and Tenant Protection act of 2019 North Carolina 4-day grace period § 42-46(a) North Dakota Not defined No statute Ohio Not defined No statute Oklahoma On the due date (no grace period) § 41-109(B) Oregon On the due date in the lease, but there is a 4-day grace period before a late fee may be imposed § ORS 90.220(7)(a), ORS 90.260(1)(a) Pennsylvania Not defined No statute Rhode Island On the due date (no grace period) § 34-18-15(c) South Carolina On the due date (no grace period) § 27-40-310(c) South Dakota Not defined No statute Tennessee On the due date in the lease, but there is a 5-day grace period before a late fee may be imposed § 66-28-201(c), § 66-28-201(d) Texas Not defined No statute Utah Not defined No statute Vermont On the due date (no grace period) 9 V.S.A. § 4455 Virginia On the due date in the lease, but there is a 5-day grace period before a late fee may be imposed § 55.1-1204(C)(4), § 55.1-1204(C)(5) Washington 5-day grace period RCW 59.18.170 West Virginia Not defined No statute Wisconsin Not defined No statute Wyoming Not defined No statute Late Fees (maximum allowed) The late fees or the maximum amount a landlord may charge for late rent is not defined in most States. This does not mean that late fees are not allowed, rather, it suggests that the landlord is able to charge as much as desired as long as it is written in the lease. State Late Rent Fees (maximum allowed) Laws Alabama Not defined No statute Alaska Not defined No statute Arizona No maximum, although it must be stated in the lease. ARS 33-1368(B) Arkansas Not defined No statute California Must be a “good faith estimate of the damages likely to be suffered by the landlord in the case of a late payment.” Also, the late fee must be written in the lease. Orozco v. Casimiro, 121 Cal. App.4th Supp. 7 (2004), CIV Code 1962 Colorado Not defined No statute Connecticut Not defined No statute Delaware 5% of the monthly rent amount Title 25, § 5501(d) Florida Not defined No statute Georgia “All contracts for rent shall bear interest from the time the rent is due” Hawaii 8% of the monthly rent amount § 521-21(f) Idaho Not defined No statute Illinois Outside Chicago – Not defined Chicago only – $10.00 per month for the first $500.00 in monthly rent plus five percent per month for any amount in excess of $500.00 in monthly rent for the late payment of rent. No statute 5-12-140(h) Indiana Not defined No statute Iowa If the rent does not exceed $700/month, the late fee cannot exceed more than $12/day per day or $60/month. If the rent is greater than $700/month, the late cannot exceed more than $20/day or $100/month. 562A.9(4) Kansas Not defined No statute Kentucky Not defined No statute Louisiana Not defined No statute Maine 4% of the monthly rent amount Chapter 710, §6028(2) Maryland 5% of the monthly rent amount Md. Code, Real. Prop. § 8-208(d)(3) Massachusetts Not defined No statute Michigan Not defined No statute Minnesota 8% of the monthly rent amount 504B.177(a) Mississippi Not defined No statute Missouri Not defined No statute Montana Not defined No statute Nebraska Not defined No statute Nevada 5% of the monthly rent amount NRS 118A.210(4)(a) New Hampshire No defined No statute New Jersey Outside Jersey City – Not defined Jersey City only – $35 No sstatute Ord. 20-036 New Mexico 10% of the monthly rent amount § 47-8-15(B) New York $50 or 5% of the monthly rent amount, whichever is less Housing Stability and Tenant Protection act of 2019 North Carolina $15 or 5% of the monthly rent amount, whichever is greater. § 42-46(a)(1) North Dakota Not defined No statute Ohio Not defined No statute Oklahoma Not defined No statute Oregon 5% of the monthly rent amount, charged once for each succeeding 5-day period ORS 90.260(2)(c) Pennsylvania Not defined No statute Rhode Island Not defined No statute South Carolina Not defined No statute South Dakota Not defined No statute Tennessee 10% of the monthly rent amount § 66-28-201(d) Texas Sec. 92.019(1) Utah Not defined No statute Vermont Not defined No statute Virginia 10% of the monthly rent amount § 55.1-1204(E) Washington Not defined No statute West Virginia Not defined No statute Wisconsin Not defined No statute Wyoming Not defined No statute Lease Terms (Glossary) From A to Z, use the glossary to know specific terms of a lease agreement. When writing a lease agreement, it is best to have the main items, such as rent and the length of the lease, to be pre-negotiated between the parties to avoid the chance of having to re-write the document. The main lease topics are as follows (alphabetical) Alterations – Most landlords do not allow modifications to the property. And if alterations are completed by the tenant that they should be returned back to the original status at the start of the lease. For Example – If a tenant decides to paint the apartment red and the original color was white, usually the landlord will ask for the tenant to simply pay for the property to be repainted. Appliances – The landlord should describe all appliances on the premises prior to move-in such as microwaves, washer/dryer, etc. Conditions (Additional) – If there are any other items that have not been mentioned then they should be listed lastly and before the signature area. Verbal Agreements – Oral agreements are not honored in the court of law. The landlord and tenant should have all negotiated items listed in the contract. Furnishings – If the property was furnished upon the tenant moving-in, all items should be listed such as couches, beds, chairs, desks, musical instruments, and any other valuable items. This is to ensure that upon move-out that the tenant does not vacate with the property of the landlord. Waterbeds – Due to the consequences of liquid-filled furnishings over the years it is recommended that the landlord bar this type of furniture on the premises. Water damage can be very costly, and if enough is leaked, mold can grow quickly underneath carpeting in the right conditions. Governing Law – Leases are governed on a State by State basis. It is always recommended to view the laws in your municipality but most of the requirements and/or disclosures will be required on the State-level. Guests – A maximum number of people that the tenant is allowed to have on the property should be included as to not encourage constant parties or loud neighbors. Maximum Time Period – The landlord may also set a maximum time-frame for how long guests may stay on the property. House Rules – Mainly for roommate situations, if there are any house rules such as cleaning times, common areas, quiet times, or any other regulations it should be listed. Insurance (Bond) – The landlord is recommended, and required in some States, to disclose the type and amount of insurance are covered on the tenant’s behalf. Late Charges – Electing to have a late fee is a way landlords try to penalize a tenant for not paying their rent in a timely manner. Some States have limits on how much a landlord may charge but it is always recommended to have a fee. Grace-Period – Some States have a “grace period” allowing the tenant a few days to pay after the rent is due. During such a period, the landlord is not allowed to charge a late fee. Maintenance – In certain situations, such as the renting of a single-family home, the landlord or tenant may be obligated to conduct timely property upkeep such as lawn care, snow plowing/shoveling, etc. Monthly Rent – Typically paid on the first (1st) of the month. Payment – Probably the most popular item stated in the lease. The rental payment due each month should be clearly stated numerically ($) and verbally in dollars much like how you write a check so that there isn’t any miscommunication. Due Date – The day of the month should also be mentioned which is most commonly the first (1st). Payment Location – How the payment should be made should clearly be stated in the lease. Notices – If the tenant or landlord violates any part of the lease the parties should both have addresses (mailing and/or e-mail) of where each may be able to send a notice. Parking – If there is parking on the premises the landlord may or may not offer a spot for the tenant. Parking Fee – In most urban locations the landlord will commonly charge a parking fee. Parties – In the first (1st) paragraph the parties should be introduced. This should mention the “landlord” and “tenant” along with their legal mailing addresses. Occupants – If the tenant has children, family, or friends that will be living in the residence but not a signor on the lease they would be classified as occupants and not tenants. Pets – If animals are allowed on the premises it should be stated. In an effort to curb any wild animals the lease should mention the exact types of animals and how many are allowed on the property. Pet Fee/Deposit – Due to the extra wear-and-tear animals have on a property the landlord may elect to have a fee or deposit in the chance major damage is caused. Property Description – In the following paragraph the address of the premises should be described thoroughly including the number (#) of bedrooms, bathrooms if the property is shared, common areas, and any other details that should be written. Receipt of Agreement – The lease is not valid unless all parties have received receipt and acknowledgment of the lease. Make sure that all parties have received a copy and the form will become legally valid. Security Deposit – The amount that is due at the time of lease signing. This is usually equal to one (1) or two (2) month’s rent and is regulated in most States to not be more than a couple months’ rent. Sub-Letting – The act of subletting is the tenant acting as the landlord and re-leasing the property to another individual, also known as the “sublessee”. This is not allowed in most leases, although if it is allowed, usually requires the written consent of the landlord to ensure any new sublessee is credible. Airbnb – With the popularity of Airbnb there is always the temptation by the tenant to make an additional income by renting the property on a short-term basis. This should be established in the agreement to ensure the terms are clear whether it is allowed or not. Term – This is the length of the lease, and should be described. There are two (2) types: Fixed Term – Most commonly being one (1) year but may be any time-period as agreed upon by the parties. Month-to-Month – Allows the tenant and landlord to have a freely on-going basis with either party being allowed to cancel within a certain time period (either stated in the agreement or by using the State’s minimum requirement). Most month-to-month tenancies allow for either party to cancel with at least 30 to 60 days’ notice. Termination – In most standard leases there is no option for the tenant to cancel the lease. In the event there is an option, usually, it will come at a fee or cost to the tenant. Utilities – The landlord may opt to pay all, some, or none of the tenant’s utilities. Most will provide some, such as water/sewer, but most will elect the tenant to decide for themselves whether cable, internet, and any other they decide to have. Disclosures and Addendums Most States have required disclosures that the landlord must give to the tenant. Common Disclosures, Notices, and Addendums Late Rent Violation If there is late payment by the tenant the landlord has a couple of options. First, the landlord may accept a late fee for the delay in payment. Second, and depending on the State law, the landlord may give a Notice to Pay or Quit stating the landlord has the right to terminate the lease if the tenant does not pay by a specific date. Late Payment Laws (50 States) Other Violations If there is a violation committed by the tenant that is unrelated to late payment then the landlord may give the tenant Notice to Comply or Quit. This gives the tenant a certain amount of time to handle the issue or face eviction action. Types Sample – Residential Lease Download: Adobe PDF, MS Word (.docx), OpenDocument How to Write a Residential Lease Download: Adobe PDF, MS Word, OpenDocument Section I. The Parties (1) Date when the Agreement was written; (2) Landlord’s name and mailing address; and (3) Tenant(s) name(s). Section II. Lease Type (4) Decide whether this is a fixed lease or a month-to-month lease. If a fixed lease, there will be a start and end date. If month-to-month, then a start date is required and the time period when either party may terminate the agreement (see month-to-month termination laws) Section III. Occupants (5) Enter all the names of the occupants. Occupants are individuals that will be living on the premises but are not on the lease such as children, family members, etc. Section IV. The Property (6) The mailing address of the property (include the apt # (if any)); (7) Residence type (Apartment, House, Condo, Other) (8) # of bedrooms (9) # of bathrooms Section V. Purpose (10) Enter the use(s) for the premises. For example, if it’s a home in a commercial zone the tenant may be able to run a business from the premises. Section VI. Furnishings (11) If there are any furnishings, such as couches, chairs, beds, curtains, etc. Section VII. Appliances (12) If the landlord has any appliances on the premises such as a microwave, refrigerator, washer, dryer, etc. Section VIII. Rent (13) Monthly rent amount ($); (14) The day it’s due each month; and (15) Payment instructions. Section IX. Non-Sufficient Funds (NSF Checks) (16) Enter whether or not there will be a fee ($) if the tenant pays with a check with non-sufficient funds (NSF). If there is a fee, enter the amount per occurrence. Section X. Late Fee (17) Whether or not there is a late fee. If there is a late fee, enter when rent is considered late and the fee for each occurrence or day rent is late. Section XI. First Month’s Rent (18) If the first month’s rent is due at lease signing or on the 1st day of the lease term. Section XII. Pre-Payment of Rent. (19) If the tenant is required to pre-pay rent in advance it should be selected. This is common with tenants with no or bad credit history. Section XIII. Proration Period. (20) The proration period is selected if the tenant wants to move-in before the lease start date. They will commonly have to pay the prorated amount of rent based on the number of days they moved in early. Section XIV. Security Deposit (21) If there is a security deposit, it should be selected and the amount entered. Most commonly, this is equal to one (1) month’s rent but can be the maximum under State law. Section XV. Move-in Inspection (22) In some States, a move-in inspection is required. This is always recommended to protect the tenant from their security deposit being wrongfully deducted at the end of the lease for pre-existing damage to the premises. Section XVI. Parking (23) Mark whether or not the landlord will provide parking on the premises. If the landlord is to provide parking, enter if there is a fee or not for each vehicle. Section XVII. Sale of Property (24) If the landlord would like the option for the tenant to move out upon the sale of the property, it should be selected. Section XVIII. Utilities (25) Enter all utilities that the landlord will be responsible for during the term of the lease. All other utilities will be paid by the tenant. Section XIX. Early Termination (26) Gives the tenant the option to terminate the lease early. A landlord will usually allow this for a fee of one (1) month’s rent. Section XX. Smoking Policy (27) Lets the landlord set the smoking policy on the premises. In California for example, this is a required to be stated in the lease. Section XXI. Pets (28) Establish a pet policy. If pets are allowed, the landlord can limit the number of pets, types, and how much they weigh. Section XXII. Waterbeds (29) It is highly recommended to detail in the lease whether or not waterbeds are allowed. Section XXIII. Notices (30) It is required in almost every State that the landlord’s address is provided for official notices. (31) Although not required, it’s highly recommended that the tenant’s address is also entered for notices (most commonly is the address of the premises). Section XXIV. Agent/Manager (32) If the landlord has an agent or manager that maintains the property, their name, telephone, and e-mail should be entered. Section XXVII. Lead Paint (33) If the premises was built prior to 1978, according to federal law, the lead-based paint disclosure form must be attached to the lease. Section XLIX. Additional Terms and Conditions (34) If there are additional terms and conditions that need to be written they can be in this section. If none, leave blank.

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