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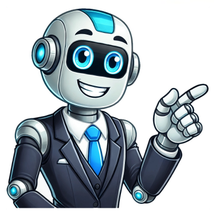

A standard residential lease agreement (or rental agreement) is a contract for a tenant to use a landlords residential property in exchange for paying rent. A rental agreement must include details like the amount of rent and the responsibilities of each party. Types of Residential Lease AgreementsA residential lease agreement allows a tenant to live in a rental property in exchange for a regular payment to the landlord. There are many different types of rental agreements, suited to different needs and rental situations.Standard/Fixed Term The most common lease agreement is a fixed term agreement. This is a lease for a period of time chosen by the parties (most often for one year). Rent payments come due every month in most fixed term leases. A fixed term lease can be as simple as one page, or detailed and complicated as desired by the parties.Month-to-Month This is a rental agreement which lasts for 30 days (or one month). In most cases a month-to-month agreement renews at the end of each month, unless the landlord or tenant provide a certain amount of advance notice.Sublease This is where a tenant on an existing lease rents some or all of the rental property to a new, third-party tenant. Landlords have an interest in controlling who rents their property, so subleases often need the landlords written permission, in advance.Roommate A roommate agreement is not a rental in the strict sense since it doesnt add a tenant to the lease. It is a contract between a tenant and a roommate, to divide responsibilities like chores, rent, and utility payments. The original tenant keeps all the legal responsibility for things like damage or nonpayment of rent.Short-Term (Vacation) A short term lease typically lasts a few days. Signing a lease allows more responsibilities for the tenant than typical for a simple overnight rental like a hotel.Land Lease This is a lease where the tenant owns and operates the residence, but the landlord owns the plot of land underneath. Sometimes also called a ground lease, a land lease is most common in commercial situations.Rent To Own In a rent-to-own agreement, the tenant pays a fee in exchange for the option of buying the rental property at the end of the lease. If the tenant commits to buying, most rent-to-own agreements will credit part of the monthly rent to equity in the property.Residential Lease Agreement BasicsA residential lease agreement lays out the basic rights and responsibilities that the landlord and tenant want as the rules for the rental.What is the difference between a lease and a rental agreement?All leases are rental agreements, but not all rental agreements are leases. To be specific, a lease is a fixed-term rental agreement. In practice, most people who arent lawyers will use the terms interchangeably.Rental Agreement creates a tenancy in exchange for rent. Most residential contracts called rental agreements are for a month (or a 30-day period). These month-to-month agreements renew automatically in most cases unless either party provides advance notice to end the agreement. Since the entire agreement renews monthly, landlords have a lot of power to change terms from one payment period to the next.Lease creates a tenancy for an extended, specific period of time, generally 1-2 years. Leases have advantages for both landlords and tenants. A lease guarantees an extended period of paid occupancy, which is good for landlords. It also provides stable, predictable terms for things like rent, which is good for tenants.Can a tenant rent without a written lease?Yes, a tenant may rent without a written lease in most states. This is called an oral lease and can be a big legal risk. Terms of an oral lease are hard to prove when its one persons word against anothers. This is why many states require a written lease for rental contracts of one year or longer. Landlords using an oral lease may also have major limits on things like the amount of security deposit they can collect.Can parties write their own rental agreements themselves?Every state lets a landlord and tenant write their own rental agreement with their preferred terms. However, ignorance of the law is not an excuse. A rental agreement must comply with the law, whether or not a lawyer writes it. For maximum safety, a rental agreement must use a professionally drafted template and then have an attorney review before signing.Typical Lease TermsA typical lease or rental agreement outlines the rules and terms chosen by the landlord and tenant. These are examples of important information to include in every lease or rental agreement:Names of Tenants/Landlords Names of all tenants, plus the landlord and/or the landlords agent authorized to manage the rental property.Means of Contact Smooth and clear communication is the most effective way to reduce conflicts in rental situations. Almost all states require an address of record for written notice and rent payments. In addition, its important for a rental agreement to describe all alternative means of contact, like text or email.Occupancy Limits Most residential property has a legal occupancy limit. Landlords also can limit occupancy on rentals if specified in the rental agreement.Type of Tenancy For maximum security, a rental agreement must have a clear statement on what type of tenancy it intends to create (month-to-month, fixed-term, etc.). This should include a start date (and an end date, for a fixed-term lease).Payment of Rent The landlord and tenant must agree on acceptable payment methods (check, online card payment, etc.), amount owed, and due date. The terms also must describe any late fees or charges for returned checks.Deposits and Fees Local and state laws often set the allowed terms of any security deposit (amount, allowed deductions, return, etc.). The landlord and tenant must agree within the allowed limits. A lease also should clearly describe non-refundable fees like pet or cleaning fees.Repairs and Maintenance Any rental agreement should describe the responsibilities landlord and tenant have to maintain the rental property. This includes repairs as needed, as well as regular maintenance like changing smoke detector batteries or cleaning. Many states have laws which set a landlords repair responsibilities.Landlords Access To the Property Landlords have not only the right, but the responsibility to enter rental property for required legal purposes like making repairs. Many states have unclear access laws, so describing a landlords entry rights in the rental agreement is important to avoid conflict.Rules and Policies A rental agreement must outline or clearly reference any rules, regulations, and policies the landlord sets for the property (smoking restrictions, pet rules, etc.). This helps limit a landlords liability and avoid discrimination claims.Disclosures State or federal law may require various disclosures from the landlord to the tenant. Required disclosures can differ a lot, depending on location and specific rental situation.Required Disclosures and AddendumsRequired disclosures and addendums (a.k.a. addenda) vary by state and rental situation. These are the most common required disclosures:Lead-Based Paint Federal law requires notice about the risks of lead-based paint in homes built before 1978. A landlord must provide a disclosure form and pamphlet, plus notice about known hazards in the building.Asbestos For properties built before 1981, federal law requires notice of asbestos on the property.Bed Bugs Several states require disclosures related to bed bug infestations and extermination. Also recommended for any rental unit with a history of infestation, even where not required by law. Failure to disclose increases landlord liability.Landlords Name and Address Many states require rental agreements to have a specific contact name, and address of record, for things like notices and rent payments.Mold Disclosure Some states have specific requirements for disclosing mold issues and treatment.Shared Utilities Arrangements When rental units share utilities, there may be laws which require transparency on how they are shared, and how each partys bill is calculated.Move-In Checklist Some states dont allow a landlord to collect or keep a security deposit without giving the tenant an inspection with an itemized list of property features. This clarifies the condition of the property at move-in, so that its obvious what the tenant has to pay for at the end of the lease.Refundable/Non-Refundable Fees Non-refundable fees in most cases have to be described in the lease. If a fee isnt marked as non-refundable, a tenant in most cases has a legal right to a refund when the lease ends.Smoking By default, a landlord can set any smoking policy for a property. Some states and cities make some exceptions. In particular, places with medical marijuana programs may have special regulations on residential use policies.Late and Returned Check Fees Many states limit fees for late rent payments or bounced checks. In most cases, these fees also have to be described in the lease for a landlord to charge them.Illegal Terms in a Rental AgreementThere arent many general terms in a rental agreement which might be illegal. State contract laws give wide leeway for landlords and tenants to set their own rental terms and conditions. That said, every state does set some reasonable limits. A landlord who includes prohibited lease terms could be sued, or in extreme cases even jailed.These are some examples of lease terms which often are illegal:Warranty of Habitability Every state has minimum quality standards for housing, often called a warranty of habitability. Landlords have a legal obligation to repair rental property up to these minimum standards, unless the tenants themselves caused the damage from their reckless or deliberate actions. Its illegal to try and waive a warranty of habitability.Using Fees To Punish The lease or rental agreement must outline late fees and other nonrefundable fees. A fee cant be designed to punish the tenant. Fees must reasonably reflect the actual costs related to a landlord inconvenience.Security Deposit The most common rental disagreement is about deductions from the security deposit. Many states have strict laws about how a landlord handles a security deposit. In general, a landlord can only deduct for costs and damage the tenants created through negligent or deliberate actions. This does not include normal wear and tear on rental property.How To Fill Out a Residential Lease AgreementBelow is a step-by-step process on how to fill out a lease agreement.Section I. The PartiesDate The date of signature for the agreement. The agreement will come into legal force upon signature.Landlords Contact Information The landlords name and address.Tenants Names The full name(s) of the tenant(s).Section II. Location of the PremisesProperty Location The full address of the rental property, including any relevant descriptions of site or location.Section III. Lease TermLease Term A clear statement of when the lease begins and ends.Termination Notice Include the notice period required before terminating a month-to-month tenancy created after the lease ends.Section IV. RentMonthly Rent Due The price of rent due per month.When Rent is Due The date rent is due (typically, the first day of each month).Late Fees and Grace Periods Most states allow a late fee if rent is not paid on time. If there is a late fee, enter the fee details plus when rent is considered late.Returned Checks A fee for a bounced/returned check with non-sufficient funds (NSF). If there is a fee, enter the amount per returned check. Note that many states set a maximum cap on returned check fees.Rent Increase The effective date of any rent increase.Section V. Security DepositSecurity Deposit Most leases collect a security deposit, generally equal to one months rent. Each states security deposit law indicates what a landlord can use the money for and the maximum allowed amount.Section VI. Use of PropertyOccupants List all tenants who will occupy the property (not including temporary guest stays). This section must include anyone living on the rental property for an extended period, including children.Section VII. SublettingAssignment A check in the appropriate box allows or denies permission for the tenant to sublet the rental property. Note the specific amount of advance notice to which a landlord is entitled when getting details about an upcoming subtenant.Section VIII. Right of EntryLandlord Access While state laws regarding landlord access vary widely, in general landlords may enter rental property for relevant purposes during normal business hours. In most cases, they must provide advance notice before a non-emergency entry, typically 24 hours.Section IX. Non-Delivery of PossessionNon-Delivery of Possession Provides a time limit for the landlord to deliver the rental property to the tenant. This protects the tenants rights in case theres an issue like the previous tenant refusing to move out. This limitation on the start date may be required under some state or local laws.Section X. UtilitiesUtilities Indicates which utilities and services the landlord provides for the tenants. Arrangements for any utility or service not mentioned in the lease are the tenants responsibility by default.Section XI. PetsPets Indicates whether pets are allowed in the rental unit, plus relevant restrictions on things like breed or weight. This section must disclose any nonrefundable pet fees. Landlords cannot charge any fees for lawful support and service animals, but can require relevant documentation before keeping them on a rental property.Section XII. Default Default Provides terms for ending the lease due to a landlord or tenant violation. This section should include the amount of time after notice before termination, and how long it takes after nonpayment for formal default on rent. These notice periods may not be up to the parties, since state or local law often control here.Section XIII. NoticeNotice Landlords must make themselves easy to contact for things like rent payment and repair requests. This field provides an address of record for streamlined contact between the landlord and tenant.Section XIV. Parking Parking Indicates whether the tenant receives a parking space as part of the lease. Also gives location and terms on which the space is provided.Section XV. Early TerminationEarly Termination Indicates whether the tenant may break the lease early, as well as notice and cost. Some places regulate the maximum early termination fee. Note that termination fees dont apply when landlord violations cause a tenant to end the lease.Section XVI. SmokingSmoking Policy Describes the smoking policy for the rental property, including designated smoking areas.Section XVII. Signatures Signatures The landlord and every adult tenant must sign the rental agreement to make it effective and binding on all parties. Its custom for each party to get a copy of the lease when its signed. This also is a requirement sometimes under state law. A standard residential lease agreement is typically a one (1) year term, or any fixed time period, that establishes a relationship where a person pays rent (the Tenant) to a property owner (the Landlord) in return for occupying the property. After the tenant shows interest, the landlord will typically ask to see their credentials and background information by completing a Rental Application.Sample Templates PDF & WordA residential lease is a legal document that allows a landlord to enter into a legally binding arrangement with a tenant. No matter the lease type, the tenant will be responsible for the payment of rent on a timely basis. Depending on what is written in the residential lease, the landlord may have their own responsibilities to uphold during the course of the term such as maintenance, upkeep of outside grounds, and utilities. A lease is binding in all 50 States by signature of the landlord and tenant, no witnesses or notary public required.How to WriteStep 1 Download the document in Adobe PDF or Microsoft Word (.doc).Step 2 Parties Enter the date of commencement of the agreement in dd/mm/yyyy formatProvide the landlords nameProvide the tenants nameSubmit the complete address of the premisesStep 3 Fixed Term (Lease) Information Submit:The beginning and ending dates of the lease in mm/dd/yyyy formatStep 4 Rent Landlord must enter the sum of the rental payment due each monthRead the statement regarding the form of payment to be madeRent Payment Procedure The landlord must enter either a mailing location or local address where rent must be delivered each monthRead the Rent Due Date statementReview the Bad Check service charge informationSecurity Deposit The landlord must enter the amount of the security deposit due on signing of the document and read the remainder of the sectionStep 5 Titled Sections Tenant(s) and Landlord(s) must carefully review the following sections prior to signing the document, as follows:Cleaning FeeRemoval of Landlords PropertyChanges in Terms of TenancyTenant Cooperation Tenant InsuranceAbandonmentOccupants (Landlord must enter the limited number of added tenants and the number of primary tenants)Lock PolicyLockouts (landlord must enter the fee due in the event of a lock out if any)Condition of PremisesInventory and Inspection RecordBalconies and PorchesTenant ResponsibilityAlterationVehicles and Garage UseUtilitiesServicesNotification of Serious Building ProblemsReasonable Time for RepairsDrain StoppagesBack Yard GardensNon-LiabilityDisclosure of Landlord/Agent (Landlord must enter the name of the management company (if any) Again enter the name of the management company stating authorization to act Enter the physical address of the management company)Access to PremisesSubletting and AssignmentPetsTermination Upon Sale of PremisesWaiverTermsFull DisclosureStep 6 Signatures Once read and agreed by all parties, provide:The date of acceptance in dd/m/yy formatTenant(s) signature(s)Date signatures in mm/dd/yyyy formatANDLandlord/Managers signatureDate signature in mm/dd/yyyy formatStandard (PDF/Word) We know thats a rather long list, but dont feel stumped. Below, weve gone on to narrow down the lease agreement clauses you should pay more attention to. Lease Agreement clause What is it? Diplomatic clause This clause allows you to break the Tenancy Agreement without incurring a heavy penalty if the tenant needs to leave Singapore for good Security deposit The clause for security deposit sets the terms for a deduction in the event of repair or replacement for damaged items when the tenant ends the lease Maintenance and repair This clause states that tenants are liable to pay for any repair and maintenance costs that fall below a certain amount Inventory This clause is a laundry list of all the items in the room or property, such as appliances and furniture, and their corresponding condition Privacy and access Under this clause, the landlord is required to get the tenants permission before coming to the property. There are also some exception cases where the landlord can enter the house while the tenant is home Before we begin, its important to note that signing a lease agreement without understanding the clauses in one can put you in an unfavourable position. When in doubt on any terms in the agreement, you should clarify them with your property agent or landlord.If youre told to ignore anything, dontit could put you in a worse situation later. For example, you might find yourself in a dispute with your landlord due to misunderstandings on the rental conditions.If you are an expatriate, make sure this clause is included in the lease agreement. Although its usually included in the standard template, its good to double-check.Typically taking effect from the midway point in the clause (e.g. after the first year of a two year lease), this clause allows you to break the lease agreement under certain conditions. In the event that you are unexpectedly posted to another country and need to leave Singapore, you can invoke the diplomatic clause to terminate the lease agreement without incurring a heavy penalty.Note that the diplomatic clause notice period is usually 2 months. After all, your landlord needs sufficient time to find another tenant to replace you.Youll need to pay the security deposit when you sign the lease agreement, and this is usually 1 months rent for a 1-year lease. If youve already paid a good faith deposit after signing a Letter of Intent (LOI), the landlord or his/her agent may agree to convert the balance of the good faith deposit into the security deposit, for simplicitys sake.At the end of the lease, deductions are usually made from the security deposit for property damaged during the tenants stay. Note that the deposit may not be used to offset rent during the lease.The clause for security deposit usually sets the terms for a deduction, which is used to cover the cost of repairing and replacing the damaged items, while allowing leeway in fair wear and tear of items over time.Case in point: A slightly faded curtain is usually considered fair wear and tear damage and should not entitle the landlord to deduct from the security deposit. On the other hand, if the tenant breaks something that will not be damaged under normal circumstances (for example shattering an expensive ceiling light or cracking the bathtub), the landlord may justifiably deduct your security deposit to fix or replace the damaged items.Do make sure the clause clearly states a firm deadline for when the security deposit will be refunded. In general, your security deposit should be returned to you upon the return of keys at the end of the tenancy.Sometimes, however, its not unusual for the agreement to specify a 7 to 30-day waiting period after the end of the tenancy before the return of the Security Deposit. This period is for the landlord to accurately assess the cost of any repairs that may be needed.For clauses that involve repair and maintenance, check the amount that you are liable for. As a tenant, youre required to pay for minor repairs caused by wear and tear. This helps to ensure that you strive to keep the property in good condition.A standard lease agreement usually states that tenants are liable to pay for any repair and maintenance costs that fall below a certain amount. This amount can range from $150 to $300 and could be for things such as air-conditioning servicing, tap repairs, and new light bulbs.Should the cost of repairing an item exceed the amount that youre liable for, the landlord is obliged to cover the remaining cost.For instance, lets say the clause states that youre liable to pay for up to $150. If an air-con needs to be repaired and costs $200, youll have to pay $150 for it. The remaining $50 will then be covered by your landlord.Note that the clause should also include the grace period for reporting defects, which is usually the first 30 days of the lease period. These defects may include faulty plumbing or electrical wiring, malfunctioning air-conditioning, or broken sockets.During this grace period, you can inform your agent or ask your landlord to get them repaired without having to pay out of your own pocket. Do remember to take photos of these faults and send them to your agent or landlord within this period, through a time-stamped email.Just to be sure, the lease agreement should state clearly that the landlord will be responsible for resolving these defects if reported within the grace period. This ensures that you will not have to pay for damages caused by a previous tenant.This clause basically lists down all the items in the room or property, such as appliances and furniture.Before you sign on the dotted line, check that all the items listed in the inventory match with the ones available in the property youre renting. Be extra meticulous when you check this section and ensure that all the items are as described and are in working order. If there are any items that are faulty, be sure to inform your landlord about them so he or she can get them replaced.This is also the chance for you to request the landlord to remove any items in the property. If theres a particularly expensive item, you may request for its removal from the inventory so you wont run the risk of breaking or damaging it.It also doesnt hurt to note down the brands and even the model numbers of the inventory items. Weve heard of dishonest landlords who use the inventory list to cheat tenants.Noting down the details will prevent any unscrupulous landlords from accusing you of swapping an appliance for a cheaper model, insisting that you pay for the original.Most of us probably wouldnt be too comfortable having a friend, or even a family member, popping by our home unannounced. What more a landlord?In a nutshell, the privacy and access clause protects your privacy. Under this clause, your landlord is required to get your permission before coming to the property.In addition, the clause specifies a list of reasons under which the landlord is allowed to access the premises while youre staying there. This usually includes the following: Repairs Renovations Viewings for future tenants Note that the clause should state how early the landlord should notify you in advance before dropping by. This ensures that your landlord does not show up at the place at the last minute. Note: Your initial answers are saved automatically when you preview your document.This screen can be used to save additional copies of your answers. Check to hide this tip in the future. If a settlement of these terms can occur, then the two (2) parties can enter them into the form to hold all participants accountable for their part of the relationship. Areas of the contract that will need to be confirmed within the document include the initial & ending date of the inhabitance, expenses associated with the rental (lease payments, security deposit, fees, etc.), and the standards required to remain on the premises. Once the agreement has been customized to both parties liking, they may proceed by endorsing the form with electronic (if the software is legitimate) or handwritten signatures.Rental Application Before the landlord thinks about signing a lease agreement, they should make sure that the prospective tenant is properly vetted. Anybody looking to lease or sublease their property should first screen any applicants using this instrument in order to determine their credit score, occupation, criminal background, and rental history (possible evictions).By State A standard lease is a bilateral contract that grants an individual, or tenant, the right to occupy a property for residential use that is owned by another in exchange for rent payments. The written lease agreement retains a record of the promises from both the tenant and owning entity, or landlord, along with clauses determining the particular terms and conditions associated with the arrangement.Within the document are specifically defined parameters to tenancy covering most commonly the rent, lessor/lessee identification, property address, lease period, amount of security deposit, and designated responsibility for the units expenses. Executing the created accord will legally hold each of the involved parties to the contents of the commitment, instating the leases commencement. An alternate term used to describe a tenant is the lessee, and the corresponding designation for a landlord is the lessor.When to Use a Lease AgreementFor those that own an unoccupied residential property, leasing can be a beneficial engagement as an income source for the property holder. When the owner elects to rent, whether an apartment, house, room, condominium, or mobile home, the arrangement must be adequately recorded to hold all participants accountable. Documenting the understanding ensures that in the event of a possible default, the landlord and tenant will retain sufficient evidence of the inherent promises of the contract.How Does a Standard Lease Work?Leasing a property entails a lengthy process that requires dedicated actions to be carried out consecutively to get the job done. Following the listed steps as outlined below will help to proceed with an efficient approach. Step 1 Prepare the Property/Establish the Lease RateThe first step is to ready the leased premises for possible interested parties to view and eventually occupy. Preparing the space will obligate the owner to make necessary repairs and clean the unit for tenant use. Presentation of the home will determine an appropriate value to renters, so it is recommended that the condition of the property and its amenities be restored to a decent condition. This can include but not be limited to adequate pest control, working appliances, compliance with building code, removal of previous tenants property.Once the propertys appearance is satisfactory, the owner can calculate a feasible amount to charge in monthly rents. Many of the homes expenses, such as the mortgage, management services, taxes, and substantial repairs, must be covered by the landlord. Consideration can then be decided to designate who will incur additional expenses such as utilities, cable/internet, phone, or related other services to the home.Next, research the present climate regarding supply and demand related to area properties for lease and for sale, as this can affect what a tenant is willing to pay in a given market. Utilizing comparable units that are available or recently rented, the owner can further narrow down a reasonable rate. Set the rent in line with the denoted factors to develop an amount that will ideally be plausible for both the lessor and lessee to agree upon.Step 2 Market the Property/Show the SpaceWhen the property is ready to be leased, it is time to list to seek out interested parties. Utilizing online listing services is a practical method that can help to reach a wider audience than traditional print advertisements. A few reputable websites that can assist in promoting a listing are:ApartmentFinder.comApartments.comForRent.comTrulia.comZillow.comUsing one or multiple sites will allow possible renters to view photos and a description of the residential offering and make contact if it matches their needs. Next, the lessor can set up a time to tour the unit with the potential lessee to showcase the home and answer any questions about the property.Step 3 Screen Prospective TenantsApplying to lease the dwelling is the next step toward occupancy once the individual is ready to move forward. A rental application will aid in obtaining pertinent information on the presumptive tenant(s) to allow the owner to evaluate eligibility to lease the space. The questionnaire prompts the applicant to provide their identity, rental history, income, personal/professional references, social security number, and criminal record information. In many cases, the landlord may ask for recent employer pay stubs, bank account statements, and/or tax documents to further prove current earnings.Typically when handing in the paperwork, a fee is charged to the applying individual to cover the costs associated with a background check. The formal inquiry can be completed with expressed permission from the applicant by submitting the information to one of the following approved tenant screening providers:MyRental.comMySmartMove.comRentPrep.comThe company will furnish a comprehensive report summarizing the prospective tenants credit score and other relevant rental and financial standings. From there, the produced references can be contacted to substantiate the potential renters suitability to lease the home.Step 4 Negotiate and Draft the Lease AgreementThe owner/property manager will first need to print or download the standard residential lease agreement PDF file for the particular state in which the property is located. The supplied forms contain each states required disclosures and many of the common clauses consistent with the lease of real estate. Most lease contracts include sections confirming the following:Tenant and Landlord IdentificationProperty AddressMonthly Lease RateLength of Lease TermSecurity Deposit AmountUtilitiesPenalties/FeesProperty UseOther clauses typically found within a lease help clarify expectations connected to property policies or protect the landlord from liability. It is usually standard practice for the lessor to set the rent and many of the various terms of the lease as they see fit. If the tenant prefers to negotiate one or more provisions, the landlord can choose to adjust the paperwork or deny the request. Having a solid rental history or favorable income classification may situate the lessee with sufficient standing to ask for tweaking of the contract to meet their needs in specific categories.Step 5 Execute the Contract/Move-InOnce all participants are satisfied with the contents of the written arrangement, it can be executed in accordance with state requirements. After the lease is signed and initial rents and security deposits are received, the tenant can occupy the residence on the designated lease term start date.It is advised that the lessor provide a move-in checklist, inspecting the property with the tenant on or before the first day of occupancy. The document serves to establish corroboration between the parties in regard to the physical state of the space on the day the lessee moves in. The record is then used to compare the units condition at the end of the lease period, determining if there are any damages owed to the landlord.Frequently Asked Questions (FAQ) A standard lease is issued for a fixed period, typically twelve (12) months in length, although this can vary depending on the type of rental and negotiated terms of the agreement. A month-to-month lease implies that the contract can be terminated with advance notice of thirty (30) days by either the tenant or landlord. A month-to-month lease (tenancy at will) can be an ideal arrangement for those that wish to rent on a short-term basis. Because the term is not fixed, this can also allow the landlord to raise the rent at their discretion and does not guarantee a locked-in rate or secure tenancy for more than thirty (30) days. Disadvantages of month-to-month leases can include the possibility of a longer vacancy duration with less time to market the property if the tenant terminates the lease.Does a Lease Need to Be Notarized?Many states require either a witness or notary public to corroborate the execution of certain contracts. For standard twelve (12) month residential lease agreements, attestation from a licensed notary is not needed to instate the commitment. Several states have defined regulation that mandates a notary to supervise and substantiate the endorsement process for those lease arrangements with terms longer than a one (1) year period. Make sure to review your states legislature regarding notarization if you plan to sign a longer-term lease.Can a Lease be Signed Electronically?Since the United States passed the Electronic Signatures in Global and National Commerce Act in October of 2000, numerous contracts are legally permissible to be endorsed by electronic signature. In addition to many other documents, lease agreements can be executed by utilizing an official e-signature service provider such as eSign. Simply click on the supplied linkto upload the lease and follow the prompted instructions.What is Prorated Rent?When a tenant begins the lease on a date other than the first (1st) of the month, usually, the landlord will opt to prorate the additional occupancy days. Prorating the supplementary days will allow the subsequent rental payments to be due on the first (1st) day of each month instead of a day that falls somewhere in the middle. The prorated amount is then tacked on to the initial rent and security deposit requirements to be covered by the tenant.How to Calculate Prorated RentThe specific amount to charge a lessee for prorated rent can be calculated by utilizing many different methods but is most often formulated by the number of days in a year. Performing the calculation can be accomplished by multiplying the monthly rental rate by twelve (12), then dividing the result by the 365 (days in the year). The received number can then be multiplied by the total amount of prorated days.Example: If the tenant is moving in on the 15th of September, there will be fifteen (15) days of prorated rent out of a total of thirty (30) days in the month. If the monthly rental rate is $2,000 per month, the following formula can be used to ascertain the correct charge of prorated rent:(($2,000 x 12) 365) x 15 = $986.30Ensure that the prorated rental costs are officially recorded within the lease document and that receipt is issued upon payment of the amount.Can a Landlord Break a Lease?A landlord has the right to break a lease if there is a valid reason to do so. Examples can include occurrences where the tenant fails to pay rent or violates a lease provision. Under circumstances where multiple rent payments are in arrears or a policy is being infringed upon, the property owner can seek to evict the lessee or cancel the leasing contract. These options will necessitate the landlord to inform the tenant in writing of the intent to move forward.Other possible instances that could warrant lease termination are if the owner needs to move into the home or if they want to sell the property. Each state has different imposed laws on these subjects, so it is recommended that you research the legalities according to your states governing code before proceeding. Some states will allow a landlord to end the lease prematurely if they need to utilize the property as their residence, as long as they remain for the required period. Usually, to break a lease to sell the property, it must be specified within the original contract to be designated as a legitimate case for early termination.Can a Tenant Break a Lease?A tenant that signs a standard twelve (12) month lease will be responsible for upholding their promises to pay rent as expressed in the contract. A tenant has a right to break the lease if the conditions provided by the landlord are deemed uninhabitable. This would apply to cases where the property owner fails to furnish necessary elements such as heating, running water, or other essential repairs. Otherwise, should the tenant require early termination of the agreement for personal reasons, there are several ways that it can play out. Communicating the reason(s) for breaking the lease and a commitment to financially rectify the situation can be key to avoiding excessive cancellation penalties, eviction, or legal action.The most crucial step to take should a tenant want to get out of a lease is to read the lease agreement to understand the commitment thoroughly. Then, the best course of action to take would be to seek advisement from a trusted source such as a knowledgeable family member, friend, or attorney. Consider developing possible termination offers to present to the landlord with the understanding that compensation for breaching the accord will apply. It is then best to contact the landlord or property manager to try to come to an agreement on how to work out a settlement. Finding another suitable tenant (or subletting the unit) for the property is in the best interest of the lessee to minimize fees associated with cancelation. Or, if the lessor is open to negotiation, you can present an offer to pay a specified number of rental payments to terminate early. Upon establishing an arrangement to end the lease, it is vital that the terms be recorded in writing for both parties to sign.Sample Sublease AgreementDownload: Adobe PDF,MS Word (.docx)RESIDENTIAL LEASE AGREEMENT1. THE PARTIES. This Residential Lease Agreement (the Agreement) made on [MM/DD/YYYY] is between:Landlord: [LANDLORD NAME] of [LANDLORD ADDRESS] (the Landlord), andTenant: [TENANT NAME(S)] (the Tenant)The Landlord and Tenant are collectively referred to in this Agreement as the Parties. HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:2. PROPERTY. The Landlord hereby leases the property located at: [PROPERTY ADDRESS] to the Tenant (the Premises).3. LEASE TERM. This lease shall be considered a fixed lease. The Tenant shall be allowed to occupy the Premises starting on [MM/DD/YYYY] and ending on [MM/DD/YYYY] (the Lease Term).4. RENT. The rent to be paid by the Tenant to the Landlord throughout the Lease Term is to be made in monthly installments of $[AMOUNT] (the Rent). The Rent shall be due on the [#] day of each month (the Due Date). The Rent shall be paid via the following instructions: [RENT PAYMENT INSTRUCTIONS].5. LATE FEE. If Rent is not paid by the Due Date: (check one) The Tenant will be charged a fee of $[AMOUNT]. Rent is considered late if it has not been paid within [#] day(s) after the Due Date. There shall be NO Late Fee if the Rent is late.6. SECURITY DEPOSIT. As part of this Agreement, the Landlord requires a payment of $[AMOUNT] (the Security Deposit) for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within [#] days after the end of the Lease Term, less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.7. OCCUPANTS. The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one) [OCCUPANT NAME(S)] (the Occupant(s)). There are NO Occupant(s) in addition to the Tenant.8. MOVE-IN INSPECTION. Before, at the time of, or shortly after move-in, the Landlord and Tenant agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.9. FURNISHINGS. The Premises is: (check one) Furnished (or will be furnished) with the following items: [IF FURNISHED, LIST ALL ITEM(S) HERE]. NOT furnished.10. UTILITIES. The Landlord shall pay for the following utilities and services to the Tenant, with any absence being the Tenants responsibility: [LIST ALL LANDLORD-PAID UTILITIES].11. PARKING. The Tenant is allotted [#] parking space(s) under the following conditions: [PARKING CONDITIONS/FEES]12. PETS. The Tenant is: (check one) Permitted to have [#] pet(s) on the Premises, ONLY consisting of (list pet types): [LIST ALL PERMITTED PET TYPE(S)]. NOT permitted to have pets of any nature on the Premises.13. SMOKING POLICY. Smoking on the Premises is: (check one) Permitted ONLY in the following area(s): [PERMITTED AREA(S)]. Prohibited on the Premises and all Common Areas.14. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant is to be notified of the new Owners contact details, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one) Has the right to terminate this Agreement by providing [#] days notice to the Tenant. Does NOT have the right to terminate this Agreement.15. NOTICES. Any notice sent by the Landlord or the Tenant to each other shall use the addresses entered in Sections 1 and 2, respectively.16. ACCESS. Upon the beginning of the proration period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give the Tenant access in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord, and if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement, all access provided to the Tenant shall be returned to the Landlord, a fee will be charged to the Tenant, or the fee will be subtracted from the Security Deposit.17. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice to inspect and make necessary repairs/alterations/improvements for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.18. NOISE. The Tenant agrees not to cause or allow any noise or activity on the Premises that might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this Agreement.19. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant can stay on the Premises for periods not lasting more than forty-eight (48) hours unless otherwise approved by the Landlord in writing.20. MAINTENANCE. At the Tenants sole expense, the Tenant will keep and maintain the Premises in a good, clean, and sanitary condition during the Lease Term and any renewal thereof.21. GOVERNING LAW. This Agreement shall be governed by the laws of the state of [STATE NAME].22. LEAD-BASED PAINT. The Premises (check one): Was built before 1978. An attachment titled Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards has been affixed to the Agreement and must be initialed and signed by the Parties. Was NOT built before 1978.23. ADDITIONAL PROVISIONS.[ADD ANY ADDITIONAL TERMS AND CONDITIONS HERE (OPTIONAL)].24. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the end of the Lease Term.IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.Landlords Signature: _____ Date: [MM/DD/YYYY]Printed Name: [LANDLORD PRINTED NAME] Tenants Signature: _____ Date: [MM/DD/YYYY]Printed Name: [TENANT PRINTED NAME]Tenants Signature: _____ Date: [MM/DD/YYYY]Printed Name: [TENANT PRINTED NAME] Working with local governments and partners across Ontario to build safe and strong urban and rural communities with dynamic local economies, a high quality of life and... read more This form is a residential tenancy agreement (standard lease). Landlords of most private residential rental units must use this form (standard lease) when they enter into a tenancy with a tenant. Until February 28, 2021, a landlord and tenant may use either the old or updated version of the standard lease for their tenancy agreement. For most residential tenancies, new agreements signed on or after March 1, 2021 must use the updated standard lease, dated December, 2020. Please check our Help page for solutions to common issues. PDF Forms will no longer work with older versions of Adobe Reader including Adobe Reader XI. 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Landlords of most private residential rental units must use this form (standard lease) when they enter into a tenancy with a tenant. Until February 28, 2021, a landlord and tenant may use either the old or updated version of the standard lease for their tenancy agreement. For most residential tenancies, new agreements signed on or after March 1, 2021 must use the updated standard lease, dated December, 2020.

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