

# Month-to-Month Rental Agreement

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Fill it in and sign it free at <https://www.evenseal.com/fill/month-to-month-rental-agreement-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# Month-to-Month Rental Agreement

This Month-to-Month Rental Agreement (this "Agreement") is made on [Date] between [Landlord's full legal name or registered business name] of [Landlord's address for notices] (the "Landlord") and [Tenant's full legal name] of [Tenant's current address] (the "Tenant"). Each is a "Party" and together they are the "Parties". Where more than one person signs as Tenant, each Tenant is jointly and severally liable for every obligation of the Tenant under this Agreement.

The Landlord agrees to rent the property described below to the Tenant on a month-to-month basis, and the Tenant agrees to take it on the terms set out in this Agreement. This is a periodic tenancy with no fixed end date: it renews automatically at the end of each rental period and continues until either Party ends it by notice under clause 5.

## 1. Premises and Permitted Occupants

The Landlord rents to the Tenant the residential property at [Full property address, including unit number] (the "Premises"), together with [Parking, storage, appliances or other items included, or write "no additional items"]. The Premises are rented for residential use only.

The only people who may occupy the Premises are the Tenant and [Names and ages of any other permitted occupants, or write "no other occupants"]. Guests may stay for no more than [Maximum consecutive guest stay, e.g. 14 days] in any [Period, e.g. six-month] period without the Landlord's written consent; a guest who stays longer is an occupant and requires the Landlord's written approval.

The Tenant accepts the Premises in their present condition, subject to any defects recorded in the move-in inspection or condition report completed by the Parties on or before the start date.

## 2. Term: Month-to-Month Tenancy

The tenancy begins on [Start date] and runs from month to month. It renews automatically for a further rental period at the end of each rental period, on the same terms, without either Party having to do anything. There is no fixed end date and no expiry: the tenancy continues indefinitely until it is ended under clause 5 or by operation of law.

Each rental period begins on the [Day of the month rent is due, e.g. 1st] day of the month and ends on the day before the same day of the following month. Renewal of the tenancy is not a new agreement and does not reset any obligation under this

Agreement.

### 3. Rent

The Tenant shall pay rent of [Monthly rent amount] per month, due in advance on the first day of each rental period (the day of the month stated in clause 2), without demand, deduction or set-off except as applicable law allows. Rent is payable by [Payment method, e.g. bank transfer to the account notified by the Landlord]. Payment is made when the Landlord actually receives cleared funds.

If the tenancy begins on a day other than the day rent is due, the first payment is prorated: the Tenant shall pay [Prorated first payment amount] for the period from the start date stated in clause 2 to the day before the first full rental period begins, and full monthly rent from then on. Rent is likewise prorated for a final partial period where the tenancy ends mid-period and the applicable law allows it.

Rent not received within [Grace period permitted by local law, e.g. 5 days] of its due date is late. The Tenant shall then pay a late fee of [Late fee permitted by local law, e.g. a stated flat amount or percentage of the monthly rent], and shall pay [Returned-payment fee permitted by local law] for any payment returned, reversed or dishonoured, in addition to the rent itself. Accepting a late or partial payment does not waive the Landlord's right to insist on payment in full and on time thereafter, and does not waive any notice already given.

### 4. Changes to Rent and Other Terms

The Landlord may change the rent, or any other term of this Agreement, by giving the Tenant written notice of at least [Notice period required by local law to change rent, e.g. 30 days] before the change takes effect. A change takes effect only at the start of a rental period beginning after that notice period has run, and never during a rental period already paid for.

The notice must state the new rent or the new term and the date it first applies. If the Tenant does not accept the change, the Tenant may end the tenancy under clause 5 before the change takes effect. If the Tenant remains in occupation and pays rent for a rental period beginning on or after that date, the change is accepted and this Agreement is treated as amended accordingly.

Nothing in this clause permits a change that the applicable landlord-tenant law prohibits, that exceeds any rent increase limit in force for the Premises, or that shortens a notice period fixed by law.

## 5. Termination and Notice

Either Party may end this tenancy, with or without reason, by giving the other written notice of at least

[Notice period required by local law to end a month-to-month tenancy, e.g. 30 days] . Notice must be in writing, must state the date the tenancy ends, and must be delivered to the other Party at the address in the preamble or at any address later notified in writing. Where local law requires a longer notice period, a particular method of delivery, or a specific form of notice, or allows the Landlord to end the tenancy only on specific grounds, that law applies instead.

Unless local law provides otherwise, the notice period runs from the date the notice is received, and the tenancy ends on the last day of the rental period that ends on or after the notice period expires. Rent remains payable in full for every rental period up to and including the day the tenancy ends, whether or not the Tenant is still living in the Premises.

This clause does not limit either Party's right to end the tenancy earlier where the law allows it — including the Landlord's remedies for default under clause 13, and any right the Tenant has to end the tenancy on statutory grounds. The Tenant shall return all keys, remotes and access devices to the Landlord on the last day of the tenancy.

## 6. Security Deposit

The Tenant shall pay a security deposit of [Deposit amount, not exceeding any cap set by local law] before taking possession of the Premises. The deposit is not rent and may not be applied by the Tenant to the last month's rent. The Landlord shall hold it [How the deposit is held, e.g. in a separate account or scheme required by local law] , and shall pay the Tenant any interest on it that local law requires.

The Landlord may apply the deposit at the end of the tenancy to unpaid rent, to the cost of repairing damage beyond ordinary wear and tear, to cleaning needed to return the Premises to their move-in condition, and to any other amount the applicable law permits. The deposit may not be applied to ordinary wear and tear.

Within [Deposit return deadline set by local law, e.g. 21 days] after the tenancy ends and the Tenant gives up possession, the Landlord shall return the deposit to the Tenant at [Tenant's forwarding address] , together with an itemised written statement of any amount withheld and the reason for it.

## 7. Utilities and Services

The Landlord pays for

[Utilities and services included in the rent, e.g. water, sewer, refuse collection] . The Tenant

pays for

[Utilities and services the Tenant arranges and pays directly, e.g. electricity, gas, internet] ,

and shall put those accounts in the Tenant's own name from the start date and keep them connected and paid throughout the tenancy.

Where a service is shared or not separately metered, the Tenant's share is

[How any shared or unmetered utility is apportioned, or write "not applicable"] . The Tenant

shall not allow any utility serving the Premises to be disconnected for non-payment, and is responsible for any reconnection charge caused by the Tenant's failure to pay.

## 8. Use, Occupancy and Subletting

The Tenant shall use the Premises only as a private residence, shall comply with all laws and with any recorded rules of the building, condominium or homeowners association applying to the Premises, and shall not carry on any business at the Premises that requires customers or deliveries beyond ordinary residential use.

The Tenant shall not sublet the Premises, assign this Agreement, or list the Premises or any part of it on a short-term rental platform, without the Landlord's prior written consent. Any sublease or assignment made without that consent is void and is a material breach of this Agreement. The Landlord shall not unreasonably withhold consent where the applicable law requires it to be reasonable.

The Tenant shall not disturb the quiet enjoyment of neighbours or other occupants, shall not permit any nuisance or unlawful activity at the Premises, and is responsible for the conduct of every occupant and guest.

## 9. House Rules and Pets

Pets are [Write "permitted" or "not permitted"] at the Premises. If permitted, the Tenant may keep only [Type, breed and number of pets permitted] , subject to any pet deposit or pet rent of [Pet deposit or monthly pet rent, within any limit set by local law, or write "none"] , and the Tenant is responsible for all damage, noise, odour and waste caused by the animal. Assistance, service and support animals required by law are not pets, are not subject to this clause, and no pet deposit or pet rent may be charged for them.

The Tenant shall observe the following house rules, which form part of this Agreement:

(a) no smoking or vaping inside the Premises or in

[Any other areas where smoking is prohibited, e.g. balconies and common areas] ;

(b) quiet hours between [Quiet hours, e.g. 10:00 pm and 7:00 am] ;

- (c) no alteration, painting, or installation of fixtures, locks or appliances without the Landlord's prior written consent;
- (d) no storage of hazardous or flammable material beyond ordinary household quantities;
- (e) rubbish and recycling to be placed out for collection as required by [Local collection rules or building policy] ; and
- (f) [Any additional house rule, or write "no additional rules"] .

## 10. Maintenance and Repairs

The Landlord shall keep the Premises fit to live in, maintain the structure, roof, plumbing, electrical, heating and any appliance supplied by the Landlord in working order, and comply with all applicable housing, health and safety codes. The Landlord shall carry out repairs that are the Landlord's responsibility within a reasonable time of being told they are needed.

The Tenant shall keep the Premises clean and sanitary, dispose of rubbish properly, use all fixtures and appliances with reasonable care, and promptly notify the Landlord in writing of any defect, leak, pest infestation, or condition needing repair. The Tenant shall pay the cost of repairing any damage caused by the Tenant, an occupant or a guest, whether deliberate or negligent, beyond ordinary wear and tear.

The Tenant shall also be responsible for

[Minor upkeep the Tenant handles, e.g. replacing light bulbs, smoke alarm batteries and furnace filters]

and for [Yard, lawn, snow or exterior upkeep the Tenant handles, or write "not applicable"] .

The Tenant shall not carry out any repair at the Landlord's expense except where the applicable law expressly permits it.

## 11. Landlord's Right of Entry

The Landlord and anyone the Landlord authorises may enter the Premises to inspect them, make repairs, supply agreed services, or show the Premises to prospective tenants, purchasers, lenders, inspectors or contractors.

Except in an emergency, the Landlord shall give the Tenant at least

[Entry notice required by local law, e.g. 24 hours] written notice before entering, and shall

enter only at reasonable hours. The Landlord may enter without notice in an emergency, where entry is necessary to prevent damage to the Premises or injury to any person, or where the Tenant has abandoned the Premises. The Tenant shall not unreasonably refuse entry properly requested under this clause.

## 12. Insurance

The Landlord insures the building and the Landlord's own property. That insurance does not cover the Tenant's belongings, and the Landlord is not responsible for loss of or damage to the Tenant's personal property from theft, fire, water, or any other cause except to the extent caused by the Landlord's own negligence or breach of this Agreement.

Renter's insurance is [Write "required" or "not required"] for this tenancy. If required, the Tenant shall obtain and maintain renter's insurance with contents cover and personal liability cover of at least [Minimum personal liability cover, e.g. a stated amount, or write "no minimum"] for the whole of the tenancy, and shall provide evidence of it on the Landlord's written request.

## 13. Default and Remedies

The Tenant is in default if the Tenant fails to pay rent or any other amount when due, breaches any other term of this Agreement, or gives materially false information in the rental application. The Landlord is in default if the Landlord fails to perform any obligation under this Agreement or under the applicable landlord-tenant law.

On a default, the non-defaulting Party may give written notice specifying the default and requiring it to be put right within [Cure period required by local law, e.g. 14 days]. If the default is not put right within that period, the non-defaulting Party may pursue any remedy available at law, including — in the Landlord's case — ending the tenancy and recovering possession of the Premises by the process the applicable law requires, together with unpaid rent, damages and any costs the law allows to be recovered.

The Landlord shall take reasonable steps to re-rent the Premises and so reduce the Tenant's liability where the applicable law requires it. No remedy is exclusive of any other, and a delay in enforcing any right is not a waiver of it.

## 14. Move-Out Condition and Holdover

On the last day of the tenancy the Tenant shall remove all belongings and rubbish, leave the Premises clean and in the same condition as at move-in apart from ordinary wear and tear, and return all keys and access devices. The Parties shall, where either asks, carry out a joint move-out inspection and record the condition of the Premises in writing. Anything the Tenant leaves behind is dealt with as the applicable abandoned-property law requires.

If the Tenant remains in the Premises after the tenancy has ended, without the Landlord's written agreement to a new tenancy, the Tenant is a holdover occupant. The Tenant shall then pay

[Holdover rate permitted by local law, e.g. the daily equivalent of the monthly rent] for each day of occupation and is liable for any loss the Landlord suffers as a result, and the Landlord may recover possession by the process the applicable law requires. Nothing in this clause creates a new tenancy or extends the one that has ended.

## 15. Disclosures and Attachments

The Landlord has given the Tenant, and the Tenant acknowledges receiving, the disclosures and documents listed below. Each of them is attached to and forms part of this Agreement.

Any disclosure that applicable law requires for the Premises — including lead-based paint information for housing built before 1978 in the United States, and any local disclosure about mould, asbestos, flooding, pest treatment, utilities, or the identity of the owner and of the person authorised to act for the owner — must be attached and listed here before either Party signs. The attachments are:

(a) Move-in inspection or condition report:

[State "attached" or the date it will be completed] ;

(b) Lead-based paint disclosure and pamphlet, where required:

[State "attached" or "not applicable"] ;

(c) Building, community or homeowners association rules:

[State "attached" or "not applicable"] ;

(d) Other disclosure required by local law: [Name the disclosure, or write "none"] .

## 16. Governing Law and Jurisdiction

This Agreement and the tenancy it creates are governed by the laws of [Governing law, e.g. the State of California] and by the landlord-tenant, rent and housing rules in force where the Premises are located. The Parties submit to the jurisdiction of the courts of [Jurisdiction where the Premises are located] .

Where any term of this Agreement conflicts with a right or obligation that the applicable law gives a landlord or a tenant and does not allow to be waived, that law prevails and the rest of this Agreement continues in force.

## 17. General

This Agreement, together with any attached rules, disclosures and condition report, is the entire agreement between the Parties about the Premises and replaces any earlier understanding, promise or representation. Apart from a change made under clause 4, it may only be amended in writing signed by both Parties.

If any provision is held unenforceable, the rest continues in force. A failure or delay in enforcing any provision is not a waiver of it, and a waiver on one occasion is not a waiver on any other. Notices under this Agreement must be in writing and delivered to the addresses in the preamble or to any address a Party later notifies in writing.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. It binds and benefits the Parties and their heirs, personal representatives and permitted successors.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

**Landlord**

Signature:

Printed name:

Company:

Title:

Date:

**Tenant**

Signature:

Printed name:

Date: