

Residential Lease 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/residential-lease-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.

Residential Lease Agreement

This Residential Lease Agreement (this "Lease") 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 — list every adult who will live in the property] (together the "Tenant"). Each is a "Party" and together they are the "Parties".

The Landlord agrees to let, and the Tenant agrees to rent, the residential property described below, for the fixed term and on the terms set out in this Lease. Where more than one person signs as Tenant, each of them is jointly and severally liable for the whole of the rent and for every other obligation of the Tenant under this Lease.

1. Parties and Permitted Occupants

The Landlord is the party named as the Landlord in the opening paragraph of this Lease. Where the property is managed on the Landlord's behalf, the managing agent is [Managing agent's name and address, or write "none"], who is authorised to receive rent and notices for the Landlord.

The property may be occupied only by the Tenant named above and by the following additional occupants, and by no one else without the Landlord's prior written consent:

- (a) [Name and age of additional occupant, e.g. a minor child] ;
- (b) [Name and age of additional occupant, if any] ;
- (c) [Name and age of additional occupant, if any] .

2. The Premises

The Landlord lets to the Tenant the residential property at [Full property address, including unit or apartment number and postal code] (the "Premises").

The letting includes the following, which the Tenant may use for the term of this Lease:

[List what is included, e.g. one assigned parking space no. 12, storage locker B4, refrigerator, oven, washer and dryer, or write "none"] .

Anything not listed is not included. The Premises are let for residential use only and are furnished as [State "unfurnished", "part furnished" or "furnished"] .

3. Term

This Lease is for a fixed term beginning on [Lease start date] and ending on [Lease end date] (the "Term"). Neither Party may end the Lease before the end date except as clauses 13 and 14 allow or as applicable law otherwise permits.

At the end of the Term the Tenant shall vacate the Premises and return all keys, access devices and remote controls to the Landlord, unless the Parties have signed a new written lease. If the Tenant remains in occupation after the end date with the Landlord's consent and without a new written lease, the tenancy continues as a month-to-month tenancy on the same terms as this Lease, except that either Party may end it by giving [Notice period required by local law to end a month-to-month tenancy, e.g. 30 days] written notice and the rent for the month-to-month period is [Hold-over rent amount per month] .

If the Tenant remains in occupation after the end date without the Landlord's consent, the Tenant is a hold-over occupant, remains liable for rent and for any loss the Landlord suffers as a result, and the Landlord may pursue any remedy available under applicable law.

4. Rent

The Tenant shall pay rent of [Monthly rent amount and currency] per month, in advance, on the [Day of the month rent is due, e.g. 1st] day of each month, without deduction or set-off except as applicable law allows. The first payment of [First payment amount] is due on [Date the first payment is due] . Where the Term begins or ends part-way through a month, the rent for that month is prorated on a daily basis.

Rent must be paid by

[Accepted payment method or methods, e.g. bank transfer to the account the Landlord notifies in writing] .

A payment is made when the Landlord actually receives cleared funds. If a rent due date falls on a weekend or public holiday, payment is on time if the Landlord receives it on the next business day.

The rent stated above is fixed for the Term. The Landlord shall not increase it during the Term except as this Lease expressly provides or as applicable law requires.

5. Security Deposit

On or before [Date the deposit is due, usually the start date] the Tenant shall pay the Landlord a security deposit of [Deposit amount — check the maximum your local law allows before setting this figure] (the "Deposit"). The Deposit secures the Tenant's performance of this Lease. It is not rent, it is not the last month's rent, and the Tenant shall not treat it as payment of any rent falling due during the Term.

The Landlord shall hold the Deposit at

[Where the Deposit is held, e.g. the name of the bank or the government-approved deposit scheme required in your jurisdiction] ,

and shall pay the Tenant any interest on it that applicable law requires.

Within [Deposit return deadline required by local law, e.g. 21 days] after the Tenant

vacates and returns possession of the Premises, the Landlord shall return the Deposit to the Tenant at [Address or account for returning the Deposit] — or, where the Tenant has since given a different forwarding address or account in writing under clause 14, at that one — less any amount properly deducted, together with a written itemised statement of every deduction and, where reasonably available, supporting receipts or invoices. The Landlord may deduct only for unpaid rent, unpaid charges the Tenant owes under this Lease, the cost of repairing damage beyond ordinary wear and tear, and the cost of cleaning needed to return the Premises to the condition recorded at move-in.

6. Late Payment and Returned Payments

Rent not received in full by the end of the [Grace period before a late fee — check the minimum your local law requires, e.g. 5th] day after its due date is late. On late rent the Tenant shall pay a late fee of [Late fee amount or percentage — check any cap your local law imposes], which the Parties agree is a reasonable estimate of the administrative cost of a late payment and not a penalty.

If any payment by cheque, card or transfer is returned, reversed or dishonoured, the Tenant shall pay a returned-payment fee of [Returned payment fee — check any cap your local law imposes] in addition to any late fee, and the Landlord may require that all further payments be made by [Payment method the Landlord may require after a returned payment, e.g. certified funds].

Accepting a late payment, a partial payment, or a payment without the associated fee does not waive the Landlord's right to the balance, to the fees, or to pursue any remedy under clause 13.

7. Utilities and Services

Responsibility for each utility and service at the Premises is allocated below. Where a Party is named for an item, that Party shall arrange the account with the supplier and pay the charges for it. Items allocated to the Landlord are included in the rent unless this Lease states otherwise; items allocated to the Tenant are payable by the Tenant directly and on time for the whole of the Term, in the Tenant's own name where the supplier allows it.

The Tenant shall not allow any service the Tenant is responsible for to be disconnected while the Tenant is in occupation, and shall pay any reconnection charge that results from the Tenant's non-payment. Any utility or service not listed below is the responsibility of [State "Landlord" or "Tenant"]. The allocation is as follows:

- (a) Electricity: [State "Landlord" or "Tenant"] ;

- (b) Gas or heating fuel: [State "Landlord" or "Tenant"] ;
- (c) Water and sewer: [State "Landlord" or "Tenant"] ;
- (d) Refuse and recycling collection: [State "Landlord" or "Tenant"] ;
- (e) Internet, telephone and television: [State "Landlord" or "Tenant"] ;
- (f) Other: [Any other utility or service, and who pays for it] .

8. Pets

Pets are [State "permitted" or "not permitted"] at the Premises. Where pets are permitted, the Tenant may keep only the following:
[Number, type, breed and weight of each pet permitted] . No other animal may be kept at the Premises, even temporarily, without the Landlord's prior written consent.

Where a pet is permitted, the Tenant shall pay a pet deposit of [Pet deposit amount, or write "none"] and pet rent of [Monthly pet rent amount, or write "none"] per month. Any pet deposit is held and returned on the same terms as the Deposit under clause 5 and is additional to it. The Tenant is responsible for all damage caused by a pet, for cleaning up after it, and for any nuisance it causes to neighbours or other occupants.

This clause does not apply to an assistance, service or emotional-support animal that applicable law requires the Landlord to permit. No pet deposit or pet rent is charged for such an animal where applicable law prohibits it.

9. Maintenance and Repairs

The Landlord shall keep the structure and exterior of the Premises, the roof, the plumbing, the electrical and heating systems, and any appliance included in clause 2, in good and safe working order, and shall keep the Premises fit for habitation as applicable law requires. The Landlord shall carry out repairs that are the Landlord's responsibility within a reasonable time of being notified.

The Tenant shall keep the Premises clean and sanitary, use all fixtures, appliances and systems properly, replace consumable items such as light bulbs and batteries in smoke and carbon-monoxide detectors, avoid causing blockages or damage, and take the following further responsibility:

[Any maintenance assigned to the Tenant, e.g. lawn care and snow removal, or write "none"] .

The Tenant shall pay for any repair made necessary by the deliberate act, misuse or negligence of the Tenant, an occupant or a guest.

The Tenant shall report any defect, damage, leak, pest infestation or failure of an appliance or safety device to [Name, phone number and email for maintenance requests] promptly after becoming aware of it. The Tenant shall report anything that is an

emergency or a threat to safety immediately, by the fastest means available.

10. Use of the Premises, Alterations and Subletting

The Tenant shall use the Premises only as a private residence for the people named in clause 1. A guest may stay for no more than

[Maximum consecutive nights a guest may stay before the Landlord's consent is needed, e.g. 14]

consecutive nights without the Landlord's prior written consent; a longer stay makes that person an occupant, and an occupant may be added only with the Landlord's written consent.

The Tenant shall not make any alteration, addition or improvement to the Premises — including painting, changing or adding locks, mounting anything that requires drilling, or installing any appliance or fixture — without the Landlord's prior written consent. Anything installed with consent becomes part of the Premises at the end of the Term unless the Parties agree in writing that the Tenant will remove it and make good any damage.

The Tenant shall not sublet the Premises or any part of it, take in a lodger, list the Premises on any short-term rental platform, or assign or otherwise transfer this Lease, without the Landlord's prior written consent. A consent given once applies only to that occasion, and an assignment or sublet made without consent is void and is a breach of this Lease. In addition, at all times during the Term the Tenant shall:

- (a) comply with all applicable laws and with any rules of the building or community notified to the Tenant in writing;
- (b) not carry on any business at the Premises that increases the risk to the property or breaches those rules;
- (c) not use or store anything hazardous or flammable beyond ordinary household quantities;
- (d) not create a nuisance, and not disturb the peaceful enjoyment of neighbours or other occupants;
- (e) not smoke inside the Premises where this Lease states the Premises are non-smoking: [State "non-smoking" or "smoking permitted"] ; and
- (f) not do anything that voids or increases the premium of the Landlord's insurance on the Premises.

11. Entry by the Landlord

The Landlord and the Landlord's agents and contractors may enter the Premises to inspect them, carry out repairs or improvements, supply agreed services, or show the Premises to prospective tenants, purchasers, lenders, insurers or inspectors.

Except in an emergency, the Landlord shall give the Tenant at least [Notice period before entry required by local law, e.g. 24 hours] notice before entering, and shall enter only at reasonable hours. The Landlord may enter without notice where there is an emergency threatening life or property, where entry is needed to prevent imminent damage, or where the Tenant has abandoned the Premises.

The Tenant shall not unreasonably withhold consent to entry that complies with this clause, and shall not change or add any lock in a way that prevents the Landlord's access.

12. Insurance

The Landlord's insurance covers the building and the Landlord's own property. It does not cover the Tenant's possessions and it does not cover the Tenant's liability to any other person.

The Tenant shall obtain and keep in force for the whole of the Term a renter's or tenant's insurance policy with personal liability cover of at least

[Minimum liability cover the Tenant must carry, e.g. 100,000 in local currency, or write "not required"] ,

and shall give the Landlord evidence of that cover on request. The Tenant shall notify the Landlord if the policy lapses or is cancelled. Where "not required" is written in the blank above, this paragraph imposes no insurance obligation on the Tenant.

13. Default, Remedies and Termination

The Tenant is in default if the Tenant fails to pay rent or any other sum when due, breaches any other obligation under this Lease and does not put it right within [Cure period for a non-monetary breach, e.g. 10 days] of written notice, gives materially false information in the rental application, or uses the Premises for an unlawful purpose.

On a default the Landlord may give the Tenant written notice as applicable law requires and, if the default is not cured within the period that law allows, may end this Lease and recover possession of the Premises by lawful process. The Landlord may also recover unpaid rent, the rent that would have fallen due for the remainder of the Term subject to the Landlord's duty to mitigate by re-letting where applicable law imposes one, the cost of re-letting, and the cost of repairing any damage.

The Landlord is in default if the Landlord fails to perform an obligation under this Lease or under applicable law and does not put it right within a reasonable time of written

notice from the Tenant, and the Tenant may then pursue any remedy applicable law provides. No act of either Party — including accepting rent, or delaying enforcement — waives a default unless that Party waives it in writing.

14. Surrender and Abandonment

On the end of the Term or earlier termination the Tenant shall remove all possessions and refuse, leave the Premises clean and in the condition recorded at move-in apart from ordinary wear and tear, return every key and access device, and give the Landlord a forwarding address for the Deposit and any notice.

The Premises are treated as abandoned if the Tenant removes substantially all possessions and is absent without explanation while rent is unpaid for at least [Period of unpaid rent and absence that indicates abandonment, e.g. 15 days] , or where applicable law otherwise defines abandonment. On abandonment the Landlord may re-enter, treat the Lease as terminated, and re-let the Premises, without giving up any claim for unpaid rent or damage.

The Landlord shall deal with any property the Tenant leaves behind in the way applicable law requires, including giving any notice and observing any storage period that law prescribes, and may then dispose of it. The Tenant shall pay the reasonable cost of removing, storing and disposing of it.

15. Disclosures and Attachments

The Landlord has given the Tenant, and the Tenant acknowledges receiving, the documents and disclosures listed below. Each of them is attached to and forms part of this Lease, and the Parties shall complete and sign the move-in inventory and condition report within

[Period after the start date within which the condition report must be completed, e.g. 7 days] of the start date.

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, energy performance, 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 inventory and condition report, signed by both Parties:

[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"] ;

(e) Other attachment: [Name the attachment, e.g. a parking addendum, or write "none"] .

16. Governing Law and General Provisions

This Lease and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of California] , and the Parties submit to the jurisdiction of the courts of [Jurisdiction where the Premises are located] . Where any term of this Lease conflicts with a mandatory requirement of the law governing the tenancy, that law prevails and the rest of this Lease continues in force.

This Lease, with its attachments, is the entire agreement between the Parties about the tenancy of the Premises and replaces any earlier understanding, promise or representation about it. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force. Notices under this Lease must be in writing and delivered by hand, by post to the address stated for that Party, or by email to [Landlord's email for notices] and [Tenant's email for notices] .

This Lease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. It takes effect on the date of the last signature below. Every adult named as Tenant, and the Landlord or the Landlord's authorised agent, must sign and date it; until each of them has signed, it is a draft and binds no one.

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: _____

Second Tenant (if any)

Signature: _____

Printed name: _____

Date: _____