

Room 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.

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. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Room Rental Agreement

This Room Rental Agreement (this "Agreement") is made on [Date] between [Host's full legal name] of [Host's address for notices] (the "Host") and [Renter's full legal name] (the "Renter"). Each is a "Party" and together they are the "Parties".

The Host currently occupies the property described in clause 1 and agrees to let the Renter occupy one room in it, and to share the common areas described there, on the terms of this Agreement. This Agreement grants the Renter a licence to occupy that room; it does not transfer possession of the whole property to the Renter, and the Host continues to live at the property throughout the term.

1. The Room and Common Areas

The Host lets to the Renter the exclusive use of [Description of the room, e.g. "the second bedroom, upstairs at the rear of the house"] within the property at [Full property address, including unit or apartment number] (the "Property"), referred to in this Agreement as the "Room". The Renter's exclusive right of occupation under this Agreement is limited to the Room; no other part of the Property is let to the Renter for their exclusive use.

In addition to the Room, the Renter may use the following areas of the Property jointly with the Host and with any other occupant of the Property, at reasonable times and subject to the house rules in clause 6 (the "Common Areas"):

- (a) the kitchen, including the refrigerator, stove, oven and general cooking facilities;
- (b) the bathroom:
[Which bathroom(s) the Renter may use, e.g. "the hallway bathroom" or "shared with the Host"] ;
- (c) the living room or common lounge;
- (d) [Laundry facilities, if any, e.g. "the washer and dryer in the basement", or write "none"] ;
- (e)
[Any other shared area, e.g. a shared backyard, driveway or storage area, or write "none"] .

2. Term

This Agreement begins on [Start date] .

[State whether the Agreement is "for a fixed term ending on [end date]" (name the date) or "month-to-month, continuing until ended under this clause"] .

Where this Agreement is month-to-month, either Party may end it by giving the other at least [Notice period to end a month-to-month arrangement, e.g. "thirty (30) days"] written notice. Where this Agreement is for a fixed term, neither Party may end it before the

end date except as clauses 9 and 10 allow.

If the Renter remains in the Room after this Agreement ends with the Host's consent and without a new written agreement, the arrangement continues on a month-to-month basis on the same terms, terminable by either Party on

[Notice period for a hold-over month-to-month arrangement, e.g. "thirty (30) days"] written notice.

3. Rent

The Renter 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. The first payment of [First payment amount] is due on [Date the first payment is due] .

Rent is paid by

[Accepted payment method, e.g. "bank transfer to the account the Host notifies in writing" or "cash, with a signed receipt given each time"] .

Rent not received in full within [Grace period before rent is late, e.g. "five (5) days"] of its due date is late, and the Renter shall then pay a late fee of

[Late fee amount, or write "none"] .

The rent stated above is fixed for as long as this Agreement continues on the terms set out in clause 2, except that the Host may propose a new rent for any month-to-month period continuing beyond the term by giving the Renter at least

[Notice period for a rent increase, e.g. "thirty (30) days"] written notice.

4. Security Deposit

On or before [Date the deposit is due, usually the start date] the Renter shall pay the Host a security deposit of [Deposit amount] (the "Deposit"). The Deposit secures the Renter's performance of this Agreement. It is not rent, and the Renter shall not treat it as payment of any rent falling due.

Within [Deposit return deadline, e.g. "fourteen (14) days"] after the Renter vacates the Room and returns every key and access device, the Host shall return the Deposit, less any amount properly deducted for unpaid rent, unpaid charges the Renter owes under this Agreement, damage to the Room or a Common Area beyond ordinary wear and tear caused by the Renter or the Renter's guest, or cleaning needed to return the Room to the condition recorded at move-in, together with a written itemised statement of any deduction.

5. Quiet Enjoyment

The Renter has the exclusive right to quiet enjoyment of the Room. Except in an emergency, the Host shall give the Renter at least

[Notice period before the Host enters the Room, e.g. "twenty-four (24) hours"] notice before entering the Room, shall enter only at reasonable hours, and shall not enter the Room without the Renter's consent for any purpose other than an emergency, an agreed repair, or showing the Room to a prospective renter within [Period before this Agreement ends when the Room may be shown, e.g. "thirty (30) days"] of this Agreement ending.

The Renter's right of quiet enjoyment does not extend to the Common Areas. The Renter's use of the Common Areas is non-exclusive and is at all times subject to the equal right of the Host and of every other occupant of the Property to use them, and to the house rules in clause 6. The Renter may not lock, reserve or treat any part of a Common Area as their own, and may not exclude the Host or another occupant from a Common Area.

The Host may use the Common Areas at any time, may bring a guest into a Common Area subject to clause 6, and may show the Common Areas to a prospective occupant on reasonable notice to the Renter. Nothing in this clause gives the Host a right to enter the Room in a way that breaches the first paragraph of this clause.

6. House Rules

The Renter, and every guest of the Renter, shall comply with the following house rules while at the Property, in addition to every other obligation under this Agreement:

(a) Guests: a guest may stay overnight no more than [Overnight guest limit, e.g. "three (3) nights"] in any [Period the limit is measured over, e.g. "thirty (30) day period"] without the Host's prior consent, and the Renter shall give the Host [Notice before an overnight guest, e.g. "twenty-four (24) hours"] notice before a guest stays overnight;

(b) Noise and quiet hours: quiet hours run from [Quiet hours start, e.g. "10:00 p.m."] to [Quiet hours end, e.g. "8:00 a.m."], during which noise audible outside the Room or from the Common Areas must be kept to a minimum;

(c) Shared-space cleanliness: the Renter shall clean up after using a Common Area promptly after each use, shall not leave dishes, food or belongings in a Common Area beyond a reasonable time, and shall share fairly with the Host and any other occupant in the general upkeep of the Common Areas;

(d) Smoking: smoking, vaping and burning anything that produces smoke or vapour

at the Property is [State "not permitted anywhere in the Property" or the permitted area] ;

(e) Pets: pets are

[State "not permitted", "permitted in the Room only", or the applicable rule] ;

(f) [Any other house rule, e.g. a policy on parking or overnight vehicles, or write "none"] .

7. Utilities and Shared Costs

Utilities and services at the Property are

[State how utilities are handled, e.g. "included in the rent" or "split between the Host and Renter as follows"] .

Where they are split, the Renter shall pay

[Renter's share of utilities, e.g. "a fixed \$50 per month" or "one-quarter of each bill"] within [Reimbursement period, e.g. "ten (10) days"] of the Host sharing the bill.

Any subscription, service or item used only by the Renter — including internet added at the Renter's request beyond what is included above, a parking permit, or a personal appliance kept in the Room — is the Renter's own cost and is not shared.

8. Move-Out and Condition of the Room

On the date this Agreement ends, the Renter shall remove all belongings from the Room and from every Common Area, return every key and access device, and leave the Room clean and in the condition recorded at move-in, apart from ordinary wear and tear.

Property left behind after the Renter vacates may be disposed of by the Host

[Period before abandoned property may be disposed of, e.g. "fourteen (14) days"] after

written notice to the Renter at the Renter's last known address or email. The Renter shall pay the reasonable cost of removing, storing and disposing of it.

9. Default and Remedies

The Renter is in default if the Renter fails to pay rent or any other sum when due, breaches a material obligation under this Agreement — including a repeated breach of the house rules in clause 6 — and does not put it right within

[Cure period for a non-monetary breach, e.g. "seven (7) days"] of written notice, or uses the Room or a Common Area for an unlawful purpose.

On a default the Host may end this Agreement by giving the Renter

[Notice period on default, e.g. "seven (7) days"] written notice, or such longer notice as applicable law requires, and may then recover possession of the Room by lawful process. Ending this Agreement does not release the Renter from rent or other sums already owed.

The Host is in default if the Host fails to perform an obligation under this Agreement

and does not put it right within a reasonable time of written notice from the Renter. No act of either Party — including accepting a late payment — waives a default unless that Party waives it in writing.

10. Governing Law and General Provisions

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. "the State of Texas"] , and the Parties submit to the jurisdiction of the courts of [Jurisdiction where the Property is located] .

This Agreement is the entire agreement between the Parties about the Renter's occupation of the Room and the Common Areas, and replaces any earlier understanding about it. It may be amended only in writing signed by both Parties. Notices under this Agreement must be in writing and may be given by email to [Host's email for notices] and [Renter's email for notices] .

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 takes effect on the date of the last signature below; until both Parties have 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.

Host

Signature: _____
Printed name: _____
Date: _____

Renter

Signature: _____
Printed name: _____
Date: _____