



Sample house rental agreement word format india

A rental agreement is an official contract signed between the owner of a property and the tenant who wishes to take temporary possession of the property, the renter (or tenant, as he is also called), the term of the rental, and the amount of the rental contracts in India, one being a lease agreement or rental contract is drafted on a stamp paper. There are 2 types of rental contract is drafted on a stamp paper. is a lease and license agreement of up to 11 months which doesn't fall under the Rent Control Laws. Rental agreement - Sample format Contents of a rental agreement include: Names of the landlord and tenant and/or their agents. Description of the property. Amount of rent and due dates for payment, grace period, late charges.Mode of rent payment.Methods to terminate the agreement prior to the expiration date and charges if any.Amount of security deposit and the account where it is held.Utilities in the premises which the tenant is entitled to use such as swimming pool, security systems etc. Rules and regulations such as pet rules, noise rules and the penalty for violation. Identification of parking available, including designated parking spaces, if provided. How tenant repair requests are handled and procedures for emergency requests. Terms commonly included in a Rent agreement Duration: Period for which the rental agreement will be in effect. Rent: The consideration or payment made by the tenant to the landlord in exchange for the property Rented out. Deposits: The amount of deposit required (if any), the purpose of each deposit, and conditions for return or adjustment of deposit at the end of the rent period. Terms of use: The purpose for which the property is to be used and terms and conditions regarding use of the property. Utilities: Which utilities the tenant is responsible for. Insurance: Whether tenant is responsible for. Insurance: Whethe agreements. Repairs and maintenance: Party responsible for repairs and maintenance of the property - landlord which is to be repaid at the time of cancellation of the contract. Usually, it is calculated anywhere from 2 or 3 months to up to 10 months of the rent. Security deposits are given at the time of signing the contract. A part of the security deposit can be used by the landlord towards any damages, the landlord is to return the remainder of deposit to the tenant, at the time of cancellation of the contract. Disclaimer: The materials provided herein are solely for information purposes. No attorney-client relationship is created when you access or use the site or the materials. purposes or used as a substitute for legal advice from an attorney licensed in your state. Related Articles HRA - House Rent Allowance - Exemption Rules & Tax Deductions on rental property owned by NRI Impact of GST on Rent Get an expert at affordable price For ITR, GST returns, Company Registration, Trademark Registration, GST Registration As home ownership may sometimes be inconvenient or unaffordable, a majority of the migrant working population in India's major cities live in rented homes. So much so that many states in India are currently busy working out the details of more future-aligned rental policies, to promote this segment of housing in the country. In fact, the union cabinet recently gave its approval to the Model Tenancy Act, 2019, a piece of legislation that is likely to significantly improve the rental real estate market in India. The central version will be circulated to states for adaptation, by way of enacting fresh legislation or amending existing rental laws suitably. According to the draft Model Tenancy Act of the union government (all states have to base their draft rental laws on this act), the tenant must sign a rent agreement when entering into a rental arrangement with a landlord. The rent agreement must include the terms and conditions that shall be binding on both the parties. Model Tenancy ActTo promote rental housing in India, the government formulated the Model Tenancy Act, to make the transaction beneficial for both, landlords and tenants. The provisions laid under this model policy, which will replace the existing laws on rental housing across India after states notify it, will unlock over one crore units in India's rental housing markets. However, note here that the existing rent agreements will remain outside the purview of the model tenancy law, since it is progressive in nature and will not take effect retrospectively. While saying that states have been asked to implement the Model Tenancy Act, 2019, with immediate effect after the union cabinet recently approved the central version of the law clearly mentioned that all disputes related to existing rent agreements would be dealt with under the old laws, even after they were repealed.Legal validity of rent agreement. Some may also document the arrangement and put terms and conditions with respect to the tenancy but decide not to register the document. This is because both parties will be responsible to pay a registration charge if a rent agreement is created and registered. The landlord will also be obliged to report his rental income, once the rent agreement finds legal validity. However, entering into a rental agreement without registration is illegal and could prove to be a risky business for both parties, especially in case of a future dispute.Until a rent agreement is registered with the sub-registrar's office, it has no legal validity. It is in the favour of both the parties, to draft an agreement with specific terms and conditions and to get it registered. After drafting the rent agreement, the landlord should print it on stamp paper. Once the tenant and the landlord sign the documents in the presence of two witnesses, they should register it at the sub-registrar's office, after paying the required fee. After states set up rent authorities in cities following the required fee. After states set up rent authority to get the rent agreement registered. Rent agreement format in English and HindiClick here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of a rental agreement in English.Click here to check out the format of photos.Aadhaar card.Voter ID card.Passport for people from outside India.Details to be included in the rent agreementKey details included in a standard rent agreementKey details included in a standard rent agreementKey details included in a standard rent agreement are: Names and addresses of the tenant and the landlord.Signatures of tenant and the landlord.Signatures of tenant and the landlord.Signatures of tenant and tenant a stay.Responsibilities/rights of the landlord.Responsibilities/rights of the tenant. See also: Most important clauses for any rental agreements. If you would like to complete the formalities in a quick and hassle-free manner, all you need to do, is fill out the details. create the Rent Agreement Online, sign the agreement, which will vary, depending on the city where it is registered. This amount is paid, by purchasing the stamp paper of value you owe to the government. In Delhi, the stamp duty is payable at 2% of the average annual rent, in the case of lease agreements for a term of up to five years. In Noida, one has to pay 2% of the annual rent as stamp duty, for rent agreements of up to 11 months. See also: Income tax deduction on rent paid, under Section 80GGe-stamping of rent agreementIn some states, where the e-stamping facility for rental agreements is available, you do not have to physically buy the stamp paper. You can log on to the Stock Holding Corporation of India Ltd (SHCIL) website and check, if the state where you reside offers this facility. Presently, Assam, Gujarat, Himachal Pradesh, Karnataka, Maharashtra, Delhi-NCR, Tamil Nadu, Uttarakhand and Uttar Pradesh, allow e-stamping of rent agreements. Rent agreement: Important terms and conditionsFor tenantsSecurity deposit and what happens to it, when you leave the premises. It should also mention the token amount that the landlord has received from you. See also: How much security deposit can landlords charge?Number of occupants: The agreement must state what happens, if your family members join you in future. Repairs: The agreement must mention who will bear the costs associated with wear and tear. Maintenance: The agreement must state who will be liable to pay the monthly maintenance charges. Visitors: The agreement must include a clause on who can visit you and at what time. Pet policy: Do check out if your landlord will allow you to keep pets, if you were to adopt one. Rent receipt: To get the tax benefits on the HRA component of your salary, you will have to submit the rent receipts with your employer. Make sure you take these receipts from your landlord, after making the payment. These do not necessarily have to be taken every month and could be taken on a quarterly, half-yearly or an annual basis. For landlords Conditions to vacate your property. Visiting hours. Damages to property and its consequences on the tenant. Rules on subletting. See also: Arbitration clause in rental agreements and how it can help landlords and tenantsRent hikeUnder the provisions of the Draft Model Tenancy Act, 2019, landlords cannot implement any hike in the pre-fixed rent for the landlord cannot hike the monthly rent during this period and at the time of the registration of the new rent agreement that the landlord will have to give three months' notice to the tenant, before increasing the rent according to the draft act. Penalty for delay in rent payment The draft law also states that tenants extending their stay in a rented accommodation as mentioned in the subsequent months. Is it compulsory to register a rent agreement? Note here that notarised rent agreements are not the same as registered documents. In case of a dispute between the landlord and the tenant, the court will not admit a notarised agreement duly registered. Key tips for tenants To steer clear of all hassles, make sure your rent agreement clearly states each and every term of the arrangement. No matter how trivial it might sound to you initially, it is always a good practice to provide verbal agreements with document that would act as a safety for you. If need be, consult a legal expert, before entering into a rental agreement. It might also not be a bad idea, to hire the services of a broker who would help you with the rent agreement work. These days, this task could also be accomplished by using online services offered by property brokerage companies, such as Housing Edge. Can your landlord evict you over your failure to pay rent during the COVID-19 pandemic?Under the provisions of the Draft Model Tenancy law in India, landlords could initiate the eviction process, if their tenants fail to pay the rent for two months in a row. So, unless states start issuing a directive to landlords would be well within their legal right to ask their tenants to move out. "Not only can the landlord ask you to move out of their premises, he would also be allowed to keep a large part of the security deposit to claim the unpaid rent," says Prabhanshu Kishra, a Lucknow-based lawyer.FAQs The Registration Act, 1908, makes it mandatory for a lease agreement to be registered, if the leasing period is more than 11 months. The rent agreement should include the names and address of the landlord and tenancy, restrictions on both parties, conditions for termination of the agreement, conditions for renewal and details of who should bear other charges such as maintenance charges, repairs, etc. Home Legal Documents Lease Agreement (or rental agreement to rent out your residential property. A lease agreement to rent a residential property from a landlord. Lease agreement to rent out your residential property from a landlord. contracts that explain the obligations and rights of both the tenant and landlord. Even if you're just renting out a room in your house to a friend or family member, you need a lease agreement for legal protection in case you encounter problems with your tenants. Find your free printable rental/lease agreement by type below and use it to rent out a property. Table of Contents Use a standard lease agreement to rent out a residential property for a fixed period of typically one year. This agreement, studio, condo, duplex, townhouse, basement, or mobile home. Standard lease agreements differ by state, so be sure to check the requirements for your property. Use a month-to-month rental agreement if you don't want to commit to renting out your property for a short period of time (usually between 1-31 days), most commonly as a vacation rental. A short-term rental agreement to rent out a property (or just a room) when you're already renting the property from another landlord. For example, you may want to sublet a property if you need to move out but don't want to break your lease. Use a room rental agreement when you're renting out a room in your property and need to set rules and boundaries. For example, you can use this agreement to explain how you'll divide rent and utility payments, and whether your tenant can have guests visit. Commercial/Other Lease Agreement Forms Use a commercial lease agreement if you're renting out an office building, retail space, restaurant, industrial facility, or any property where the tenant will operate a business. Use a land lease agreement to rent out a piece of land that does not have multiple purposes, including agricultural, residential, and commercial. Use a rent-to-own lease agreement to give the tenant the option to purchase the property at the end of the agreement. This type of lease helps a tenant who cannot purchase a property right away, and allows the seller to receive a steady income. You can further support your original lease agreement by modifying the terms with a lease amendment. Additionally, you can end an existing lease with a lease termination letter, or extend a rental for another term with a lease renewal. Frequently Asked Questions A lease is a legally-binding contract used when a landlord (the "lessor") rents out a property to a tenant (the "lessee"). This written agreement states the terms of the rental, such as how long the tenant will rent the property and how much they will pay, in addition to the repercussions for breaking the agreement, a rental lease is also commonly called a lease agreement, a rental agreement, a rental agreement, a rental agreement, a rental ease is also commonly called a lease agreement, a rental agreement, a rental agreement, a rental ease agreement, a rental ease is also commonly called a lease is also commonly called a lease agreement, a rental ease is also commonly called a lease agreement, a rental ease agreement, a rental e agreement, and a house rental agreement. You need a lease agreement because it explains your responsibilities as a landlord, sets rules for the tenants living in your property, and is often required by state law. Having a lease agreement helps you avoid disputes with your tenants and fix problems when they arise. If you rent out a property but don't use a lease agreement, you could lose rent money, be liable for illegal activities on the property, receive penalties for unpaid utility costs, or spend a lot of money on property damage repairs and lawyer fees. Anyone who rents out a home, land, or a commercial building should have a lease agreement. All adult tenants must be given a copy of the lease agreement after they sign it. Landlords and property managers should also keep a copy on file. You rent out a room, and not the entire property. If you're a tenant living in a rental property, you can sublet a room to another tenant using a room rental agreement. Both a standard residential lease and a room rental agreement allow you to establish quiet hours, times guests can visit, how to divide utility payments, and parking. To rent out a room, both parties sign the agreement and the landlord collects a security deposit from the tenant before handing over the keys. The difference between a lease and a rental agreement is the duration of the contract. Lease agreements are typically long term contracts (12 to 24 months). If you're deciding whether a lease or rent is best for you, remember that a lease agreement provides more security, but a rental agreement offers more flexibility. Your responsibilities as a landlord include the following: Repairing and maintaining the normal wear and tear of appliances like the air conditioner or heater. Respecting a tenant's right to "quiet enjoyment" (living without disturbances). For example, not making unnecessary visits to the property, and dealing with problems that cause noise (such as dogs barking). Providing a safe and clean home to the tenant for the tenant treats the property with respect, and it's in good condition at the end of the tenant for the tenant for the tenant for the tenant for the tenant treats the property with respect, and it's in good condition at the end of the tenant for t lease term. Giving the tenant advance notice when you need to enter the premises to fix something or show someone the property. Landlord may a landlord may try to resolve the problem by giving the tenant a chance to fix it (unless the violation is major, such as using the property to sell or manufacture illegal drugs). If the issue is not resolved within a certain time period (as set by state law), the landlord can begin the eviction process to remove the tenant. Common lease violations include unpaid rent and utility bills, damage to the property, and the tenant breaking the law. You should include the following information and clauses in a lease agreement: Names of all tenants: write the names of every adult who will be living in the property. Term: state the duration of the lease, and whether it's for a fixed term or will automatically renew. Rent: set the amount of money the tenant will pay in order to live in the property, and which day of the month the rent will be paid on. Premises: describe the property and where it is located. Security deposit: assign an amount of money the tenant will give the landlord to hold in case of any damages Depending on your property and where it is located, you may need to include some common disclosure and addendums that address specific situations such as smoking or pets. The following standard residential lease agreement works for all states except California, Florida, and Washington, DC. State of Rev. 133C5EE This Lease Agreement (this "Agreement") is made as of this , by and ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties." Premises. The premises leased is located at (the "Premises"). Agreement to Lease. Landlord agrees to lease to Tenant and Tenant between ("Landlord") and (the "Term"). Rent. Tenant will pay Landlord a monthly rent of agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises. Term. This Agreement will be for a term beginning on and ending on for the Term. Rent will be payable in advance and due on the day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: and will be payable in U.S. Dollars. Guaranty. located at ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated. Late Fee. Rent paid after the day of each . Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and month will be deemed as late; and if rent is not paid within days after such due date, Tenant agrees to pay a late charge of will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent. Utilities. Tenant will pay a security deposit in the amount of to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within deposit will be explained in writing. The security deposit will not bear interest while held by Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises and any damage to or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees. Condition and repair, normal wear and tear excepted and accepts them in its current condition. Maintenance and Tenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement. Reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation. Sex Offender Registry. Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides. Compliances, requirements and regulations of any federal, state, county, municipal or other authority. Mechanics' Lien. Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant. Subordinate to any mortgage that now exists, or may be given later by Landlord. Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises at any time during the Term (whether with or without written consent of Landlord). Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord. Renter's Insurance. Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insurance upon request. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance risk under any policy of insurance covering the Premises. obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement. Right of Entry. Landlord or its agents may enter the Premises to a prospective tenant, buyer or lender In the event of an emergency, Landlord may enter the Premises at any time. Surrender. Tenant will deliver and surrender to Landlord possession of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement. Remedies. If this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous or extra hazardous or extra hazardous by any responsible insurance company. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party): Notices shall be sent to the Tenant at the following address: Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable part had not been included in this Agreement. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of , without regard to its conflicts of laws provisions. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties hereto, individually or by their duly authorized representatives, have executed this Guarantor Signature Guarantor Full Name To see a completed residential lease agreement, view our filled-out rental lease sample. Or, find your state-specific residential lease Agreement as of the Effective Date. Landlord Signature Landlord Full Name Tenant Signature Tenant Full Name agreement below. How to Write (Fill Out) a Lease/Rental Agreement Here's how to write a lease by filling out our free lease agreement template: 1. Name the parties signing the lease and where they live. First, you should write down: the landlord or property management company and their current address the tenant or tenants and their current address An example of where to write the Tenant and Landlord names in our lease template. 2. Describe the premises" are simply the exact address and type of property being rented, such as an apartment, house, or condominium. An example of the "Premises" section from our rental agreement template. 3. Define the term of the lease The "term" is the length of time a tenant will rent the listed property. A standard lease can either be fixed-term or month-to-month. A fixed-term rental lease means the agreement is set for a predetermined, or fixed, period of time. This type of lease expires on the end date listed in the agreement (usually up to 6 months, 1 year, or 2 years from the start date). A month-to-month rental lease means the agreement is for a one month period with no defined end date. It continues on a per month basis until either the landlord or tenant terminates the agreement. An example of the "Term" section from our printable lease agreement. 4. Set how much rent is late. It's up to the landlord to decide how much to charge for rent, but the cost is usually comparable to other properties within the same area. In addition, standard rent control laws may limit the amount that you're able to charge for rent. S. Assign a security deposit amount A security deposit from their tenants, but what that money can be used for is strictly determined by the security deposit from their tenants, but what that money can be used for is strictly determined by the security deposit from their tenants. lease agreement. 6. Finalize the lease Once you finish discussing the details with your tenant, remember to: Print at least two copies of the rental lease for you and the other party Sign - sign and date the lease agreement form (both the tenant(s) and landlord) Save - file a hard copy of the signed document in a safe place and consider scanning. an electronic copy for extra safekeeping. Whether you're an experienced or first-time landlord, you can use these resources and guides to understand in simple terms what the law says about leases and rental contracts: Follow the steps below to easily rent out your property: 1. Show your rental unit to tenants The first step in renting out a house or an apartment is to allow people to view the property and wants to move in, they will make a verbal offer regarding the monthly rent. Hosting viewings can be inconvenient if you have multiple properties, so many landlords hire a property management company to show their rental units to potential tenants. 2. Give the tenant a rental application form to fill out Once you agree on the rent price, the tenant needs to fill out a rental application. This form helps the tenant show that they are trustworthy, and includes information such as their: Name Current address Place of employment Income level Rental references The tenant can confirm their workplace using an employment verification letter. This document is also an easy way for renters to show proof of income. Typically, landlords require a small, nonrefundable fee from the tenant's application, you should run a background check (and/or a credit check). Tenant screening like this can help you avoid scams and problem tenants. The cost is usually paid for by the tenant. A background check shows if the applicant has a prior criminal history, and a credit check confirms whether the applicant has a prior criminal history. rent payments. Although these checks help you avoid dealing with bad tenants, you shouldn't base your decision to rent the property solely on the results. Many states have strict guidelines on tenant discrimination. Refusing tenancy because of minor criminal offenses or bad credit may be justifiably considered a violation of federal anti-discrimination. law. 4. Check the tenant's references Next, you need to check the references that the tenant included in their rental applicant pay their rent and utilities on time? Were there any noise complaints at the tenant's previous apartment? Have the police ever been called to the tenant's last rental unit? Would you consider renting to this person again? Rental references are usually current or previous landlords, and can give you insight into the tenant's character and behavior. 5. Create a lease agreement Once you're happy to rent out your property to a tenant, you need to create a lease/rental agreement in the correct format. You make a lease agreement by writing it yourself from scratch, filling in a blank lease agreement builder to create a lease specific to your property. Remember to include: After you've created the lease contract and gone over everything with your new tenant, both parties sign the agreement. You may need to calculate prorated rent depending on when the tenant moves in. 6. Hand over the keys so they can move in to the property. To finish the process, a final walkthrough of the unit should be done alongside the tenant. Bring a rental inspection checklist with you, and document the condition of the property is different and laws vary by state, your lease agreement may require additional disclosures and addendums. These documents, attached separately to your lease agreement, inform new or current tenants about issues with your property and their rights. Download the most common disclosure (Word) - notifies tenants of the existence of asbestos at the property (required for properties built before 1979). Bed Bug Addendum (Word) - explains how both parties should act in the event of a bedbug infestation. Carbon Monoxide/smoke detectors, and how the tenant is responsible for keeping them in good condition. Death in Rental Unit Disclosure (Word) - informs the tenant if anyone previously died in the property. Disclosure of Lead-Based Hazards (PDF) - notifies tenants of the existence of lead-based paint or other materials (required for properties built before 1978). Flood Hazards (PDF) - notifies tenants of the existence of lead-based paint or other materials (required for properties built before 1978). hazard area. Foreclosure Notice (Word) - should be provided to the tenant during the lease if you need to explain that the rental agreement terminates on a specified date. Illegal substance Contaminated by the manufacturing or storage of an illegal substance (Word) - notifies the tenant during the lease if you need to explain that the rental agreement terminates on a specified date. (such as methamphetamine). Mold Disclosure (Word) - notifies the tenant that the property contains or may contain mold, and whether the landlord will fix it. Notice of Abandoned Personal Property (Word) - tells the tenant that they need to collect it before it's thrown out. Pet Addendum (Word) - a pet addendum states the rules regarding pets at the property. Shared Utilities Disclosure (Word) - explains how how utilities are calculated and shared between multiple residents Smoking Lease Addendum (PDF) - a smoking lease addendum tells the tenant whether they can smoke tobacco or marijuana on the property Landlord and Tenant Laws by State Federal law recognizes that landlords and tenants have individual legal rights and obligations. Find out what the law in your state says about your rights using the table below, or check the following specific laws for your property: State Laws on Landlord's Access to Rental Property Tenants have the right to privacy when they are says about your rights and obligations. rent a property. However, there may be situations when a landlord needs to access the property, such as for maintenance or inspections. Nearly every state requires a landlord to give advance notice to their tenants before they access a rental unit. Use the table below to check how much notice you need to give in your state, and check the relevant law: Security Deposit Laws Each state regulates the maximum amount of money a landlord can collect from a tenant as a security deposit. Some states also require landlords to return security deposit. Some states also require landlord can deduct the following costs from the tenant's security deposit. deposit: Unpaid rent Cleaning costs Key replacement costs Cost to repair damages above ordinary wear and tear Any other amount legally allowable under the lease Use the maximum security deposit limit in your state, whether it needs to be held in a separate account, and how much time you have to refund it after the lease ends: State Maximum Deposit Limit Held in Separate Account Refund Law AL 1 month's rent, unless monthly rent is greater than \$2000 Escrow account required - 14 days to return deposit if tenant doesn't provide proper notice § 34.03.070 AZ 1½ months' rent, unless tenant volunteers to pay more Not required 14 days to return deposit § 33-1321 AR 2 months' rent unless landlord owns fewer than 6 rental units Not required 21 days to return deposit Civil Code 1950.5 CO No regulation Not required - 30 days to return deposit unless otherwise stated in the lease - 60 days maximum if not stated in the lease - 60 days maximum if not stated in the lease § 38-12-103, 38-12-104 CT - 2 months' rent if tenant is under 62 years old - 1 month's rent if tenant is over 62 years old Interest-bearing account required 30 days to return deposit § 47a-22 to 47a-22a DE month's rent for 1-year lease agreements (if unfurnished) Escrow account required 30 days to return deposit Title 25, Chapter 53 FL No regulation Escrow account required (landlord's choice) - 15 days to return deposit - 30 days if any amount is retained § 83.49 GA No regulation Escrow account required except if landlord owns fewer than 11 rental units (unless managed by a third party) 30 days to return deposit § 44-7-31 to 44-7-37 HI 1 month's rent Not required - 21 days to return deposit unless otherwise stated in the lease - 30 days maximum if not stated in the lease § 6-321 IL No regulation Not required 45 days to return deposit 765 ILCS 705/ IN No regulation Not required - 21 days to return deposit unless otherwise stated in the lease § 32-31-3 IA 2 months' rent Federally-insured account required 30 days to return deposit § 562A.12 KS 1 month's rent (if unfurnished) or 1½ months' rent (if furnished) Not required 30 days to return deposit § 58-2550 KY No regulation Escrow account required 45 days to return deposit RS 9:3251 ME 2 months' rent Not required 30 days to return deposit § 383.580 LA No regulation Escrow account required 45 days to return deposit § 8-203 MA 1 month's rent Interest-bearing escrow account required 30 days to return deposit § 554.602 to 554.615 MN No regulation Not required 21 days to return deposit § 504B.178 MS No regulation Not required 45 days to return deposit § 89-8-21 MO 2 months' rent Not required 30 days to return deposit § 535.300 MT No regulation Not required - 10 days to return deposit § 70-25-206 NE 1 month's rent Not required 14 days to return deposit § 17-1416 NV 3 months' rent Not required 30 days to return deposit § 18A.242 to 118A.242 to 118A.242 to 118A.250 NH 1 month's rent or \$100 (whichever is greater) Not required 30 days to return deposit § 540-A:6 to 5 required 14 days to return deposit Emergency Tenant Protection Act 576/74 NC - 2 weeks' rent for week-to-week lease agreements - 1¹/₂ months' rent for month-to-month lease agreements - 2 months' rent for month's rent Article 6 Tenant Security Deposit Act ND 1 month's rent Escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Not required 30 days to return deposit Title 41 §41-115 OR No regulation Not required 31 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrow account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-insured escrew account required 30 days to return deposit § 47-16-07.1 OH No regulation Federally-ins ORS 90.300 PA 2 months' rent Escrow account required for deposits greater than \$100 or any amount held for longer than 2 years 30 days to return deposit § 34-18-19 SC No regulation Not required 30 days to return deposit § 27-40-410 SD 1 month's rent Not required 14 days to return deposit § 43-32-6.1, § 43-32-6.1, § 43-32-6.1, § 43-32-6.1, § 43-32-24 TN No regulation Not required 30 days to return deposit § 92.101 - 92.110 UT No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 92.101 - 92.110 UT No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not required 30 days to return deposit § 66-28-301 TX No regulation Not require deposit 9 V.S.A. § 4461 VA 2 months' rent Not required 45 days to return deposit § 55.1-1226 WA No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 79.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No regulation Not required 21 days to return deposit § 59.18.285 WV No required 21 days to return deposit § 59.18.285 WV NO required 21 days to return deposit § 59.18.285 WV NO requl WY No regulation Not required - 30 days to return deposit - 60 days if any amount is retained § 1-21-1208 Eviction Laws If a tenant is causing problems or not paying rent, the landlord can evict them from the property using an eviction notice. Use the table below to find out which type of notice you need to provide, and which laws apply: State Notice to Quit or Leave Notice to Pay or Leave Law Alabama 14 days 7 days § 35-9A-421 Alaska 10 days 3 days § 34-3-220 Arizona 10 days 5 days § 33-1368 Arkansas 14 days 5 days § 33-1368 Arkansas 14 days 5 days § 34-3-220 Arizona 10 days 5 days § 33-1368 Arkansas 14 days 5 days § 33-1368 Arkansas 14 days 5 days § 34-3-220 Arizona 10 days 5 days § 35-9A-421 Alaska 10 days 5 days § 34-3-220 Arizona 10 days 5 days § 34-3-Delaware 7 days 5 days 5 days 5 days 5 days 5 days 5 513, Title 25, Chapter 55 § 5513, Title 25, Chapte 7 days 3 days § 562A.27 Kansas - 14 days to cure - 30 days 5 days 5 days 5 days 7 days 7 days 7 days 7 days 14 days 7 days 7 days 5 days 5 days 5 days 5 days 602 Maryland 30 days 14 days 7 days 8 383.665, § 383.665, § 383.665, § 383.660 Louisiana 5 days 5 days 14 days 7 days 6002 Maryland 30 days 14 days 7 days 5 days 6002 Maryland 30 days 14 days 7 days 6002 Maryland 30 days 5 days 5 days 6002 Maryland 30 days 14 days 7 days 6002 Maryland 30 days 5 days 6002 Maryland 30 days 14 days 7 days 6002 Maryland 30 days 5 days 6002 Maryland 30 days 14 days 7 days 7 days 6002 Maryland 30 days 14 days 7 days 6002 Maryland 30 days 14 days 7 days 7 days 6002 Maryland 30 days 14 days 7 d days Chapter 186, Section 11, 11A Michigan 0 days 7 days § 600.5/14, § 554.134 Minnesota 0 days bependent on lease agreement § 504B.135 Mississippi 30 days 3 days if pet or guest problem 3 days § 70-24-422 Nebraska - 14 days to cure - 30 days to vacate 3 days § 76-1431 Nevada 5 days § 40.2512 New Hampshire 30 days 9 40.2512 New Hampshire 30 days 9 42-3 North Dakota 3 days 9 47-8-33 New York 0 days or dependent on the lease agreement 3 days § 711, § 753 North Carolina 0 days 10 days 9 42-3 North Dakota 3 days 3 days § 47-32 Ohio 3 days 3 days § 1923.02, § 1923.04 Oklahoma - 10 days to cure - 15 days to vacate 5 days if tenant has lived there for over one year 10 days 10 days 3 days 90.394 Pennsylvania - 15 days - 30 days if tenant has lived there for over one year 10 days 10 days 3 days 91.394 Oklahoma - 10 days 5 days 934-18-36, §34-18-35 South Carolina 14 days 5 days § 27-40-710 South Dakota 3 days 3 days 3 days 3 days to vacate 5 days 8 43-32-18, § 21-6-2 Tennessee - 14 days to vacate 5 days 8 55.1-1245, § 55.1-1415 Washington 10 days 3 days § 59.12.030 West Virginia 0 days 3 days § 1-21-1003 Rental/Lease Agreement Chapter 55 Article 3A Wisconsin 5 days § 1-21-1003 Rental/Lease Agreement forms: Access: the right to enter a property. Accidents: manmade or naturally occurring events that may damage a property (fire, flood, earthquake, etc.). Alterations: modifications made to a property. Appliances: common home equipment like a refrigerator or dishwasher. Assignment: the transfer of interest in a lease. Attorney Fees: a payment made to a lawyer. Condemnation: the government seizure of private property for a public purpose such as the construction of a highway. Default: when a breach of contract occurs and persists such as not paying rent or violating other terms of a rental lease agreement. Furniture: common home equipment such as couches, tables, beds, etc. Guarantor / Co-Signer: someone that is held accountable for paying rent if the tenant is unable to do so. Guests: short-term occupants of a rental property. Joint and several liability: where two or more people are independently held accountable for damages, regardless of who is at fault. Late Rent Fee: an additional, reasonable sum of money paid by a tenant after making a rent payment past the due date listed in the lease agreement. Noise Policy: a provision of a lease agreement outlining "quiet hours" in the apartment building, condominium, or neighborhood. Notice: a written announcement of some fact or observation. Option to Purchase: the tenant's right to purchase a piece of rental property at a later date. Parking: designated spaces where the tenant can keep their vehicles. Pet Policy: the permission or restriction of a tenant's ability to have an animal in a rental unit and who is responsible for doing so. Such as cutting the grass, taking out the garbage, or unclogging the kitchen and bathroom drains. Renewal: a tenant's option to continue the lease. Renter's Insurance: a paid policy which protects personal belongings against theft or damage. Severability: a clause of a lease stating that if one part of the agreement is invalid for any reason, the rest of the lease is still enforceable. Smoking Policy: the permission or restriction of a tenant's ability to smoke inside a rental property. Sublet: a temporary housing arrangement between a current tenant and a new tenant to rent all or part of the currently leased property. The subletting period must be for less than the lease term. Successor: someone who takes over the obligations of a lease from a tenant or landlord. Utilities: a public or private service supplying electricity, water, gas, or trash collection to a property. Waterbed: a water-filled furnishing used to sleep and not typically permitted in most rental properties

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