

standard residential lease agreement free download



Free Lease Agreement.

This free lease agreement is suitable for flats or apartments and is typically used for tenancies that last beyond a couple of weeks or months.

Incidentally, you may find in the case of corporate rentals that the company insists their standard lease agreement to be used. That does not mean you have to accept it as is if you are not satisfied with some clauses.

Review the sample document we have on this page and edit it to suit your specific requirements or use sections to augment your existing agreement.

We also have the following free agreements available which may be more suitable for your needs:

Property rental agreement for house rentals. This lease agreement has many additional clauses which are relevant to houses, as opposed to apartments. A simple, one page rental agreement for weekly or month to month rentals. Rental application forms and rent receipt templates . Guarantor agreement . We make use of this agreement quite often where we let a property to a student or someone who is just starting out. The terms of the guarantor agreement make it binding even if the guarantor were to pass away and through any extensions of the lease. Lease renewal agreement . This is especially useful since it negates having to sign a new lease but does make provision to alter some of the terms of the lease and get all parties to sign their agreement thereof. Eviction notices . Real estate power of attorney , etc.

Guarantor Clause in our Free Lease Agreement.

We did not add one. And there's a very good reason for that.

If you take a look at our free Guarantor Agreement template, you'll see that there are specific obligations set out that the guarantor is agreeing to and which the landlord can legally enforce if the tenant defaults.

And those obligations go much further than a mere mention of a guarantor (or a simple clause for that matter) and having the guarantor sign the last page of the lease.

You need to get the guarantor sign a specific agreement which references the lease. Then attach the lease to the guarantor agreement and give him/her a copy of both.

Lease Agreement.

1. THE PARTIES TO THIS LEASE AGREEMENT ARE:

1.1 THE LANDLORD:

Identity / Social Security or Other (Specify) number:

1.2 THE TENANT:

Identity / Social Security or Other (Specify) number:

Additional Members of the Tenant's Household who will be occupying the Premises:

The parties choose the above stated addresses as their physical addresses for purposes of delivery of any notice, payment of any amount and at which legal proceedings may be instituted relating to this Lease Agreement. Letters or notices delivered by hand or sent by email or facsimile shall be considered received on the same day or if sent by registered mail shall be considered received 5 days after mailing.

2. LOCATION OF THE PREMISES:

3. PERIOD OF LEASE:

The initial period of the lease shall start on the ___ day of _____ 20__ and shall end at midnight on the ___ day of _____ 20__.

4. EXTENSION OPTION:

4.1 At the end of the initial period of the lease, this lease shall lapse and be of no further force or effect. The Tenant shall have the option to extend the lease for a subsequent period equivalent to the initial period, subject to approval by the Landlord. Should the Tenant wish to exercise this option, application must be made to the Landlord in writing at least 2 (two) calendar months prior to the end of the initial period, failing which the option lapses.

OR.

4.1 The lease shall be automatically renewed after the initial term on a month to month basis under the same conditions, provided that the Tenant's obligations in terms of this lease have been performed satisfactorily.

Acknowledgement by Tenant: _____.

4.2 After the initial period of the lease, this Lease Agreement may be cancelled by either the Landlord or the Tenant by giving one calendar month written notice.

5. DEPOSIT:

5.1 The Tenant must deposit an amount of _____ with the Landlord on signature of this Lease Agreement. This deposit will be held by the Landlord and shall accrue interest to the benefit of the Tenant at a rate of ___% per annum. The deposit may be used at any time for any payments due by the Tenant. Whenever any portion of the deposit is so applied, the Tenant shall on demand re-instate the deposit to the original amount. Upon termination of the lease and within thirty days thereafter the balance of the deposit, after deductions for damages (not normal wear and tear), unpaid monies, lost keys and cleaning charges shall be refunded to the Tenant.

5.2 The Tenant shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or portion of the rent for the final month and to set off such payment against any deposit which the Tenant may have paid in terms of this Lease Agreement.

6. RENTAL:

6.1 The monthly rental for the premises for the initial period is an amount of _____ (in words: _____)

6.2 The said monthly rental is escalated annually at a rate of _____% (_____ percent) of the monthly rental for the previous year.

5.3 Notwithstanding the annual escalation as per 6.2, the Landlord may increase the rent after giving 30 days written notice in the case of the following: A) Changes required by law B) Changes in rules relating to health and safety C) Increases in property taxes, utilities and property insurance.

6.4 The full rental amount shall be paid monthly in advance on or before the first day of the month, without any deduction, set off or demand whatsoever at:

7. ADDITIONAL PAYMENTS BY TENANT:

7.1 Tenant shall from the date of commencement of this Lease Agreement promptly pay for all expenses incurred by means of water use, electricity and or gas supply, sewer, effluent and sanitary fees, rubbish disposal and all charges arising out of any telephone or other service installed on the Premises.

7.2 A late payment charge of _____ is payable if the full rental amount is not received within 5 days of the due date.

7.3 A finance charge of _____ is payable if a check is not honored by the bank and thereafter the Tenant must pay by bank guaranteed check or electronic transfer and any bank charges on cash payments must be paid for by the Tenant.

8. DEFAULT AND COSTS:

8.1 Either party may cancel this lease upon default by the other where such default constitutes grounds for cancellation in law.

8.1 Either party may take legal steps to enforce the obligations of the other and claim costs for such legal action to the full extent permissible by law in the specified jurisdiction.

9. THE PREMISES:

9.1. The Landlord and Tenant shall inspect the Premises together before the Tenant moves in and make a list of any existing damages which shall be attached to this lease agreement. When the lease ends, the Landlord and Tenant shall perform the same inspection and any damages caused by the Tenant (beyond normal wear and tear) shall be repaired at the cost of the Tenant.

9.2 The Tenant agrees that he/she is satisfied with the Premises, to use it solely as a private dwelling for the Tenant and additional members of the Tenant's household as specified above and that no more than _____ persons may occupy the Premises.

10. TENANT OBLIGATIONS:

10.1 The Tenant shall give written notice to the Landlord within 7 (SEVEN) days after moving in, of any structural defects in the Premises, or any defects not noted during the initial inspection, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises. Any notice given by the Tenant shall not place any obligation on the Landlord to effect any repairs but will serve only to record the state of repair.

10.2 The Tenant shall allow the Landlord or his agent access to the Premises at all reasonable times with prior arrangement with the Tenant, to inspect the Premises or to carry out any work that may be required to be done and the Tenant shall not be entitled to any reduction in rental while repairs are being done.

10.3 The Tenant undertakes to use and look after the Premises and all it contains, regularly clean and maintain it and return it in the same clean, neat, good order and condition as received. No material or structural changes whatsoever shall be made to the Premises or its contents without first getting written permission from the Landlord.

10.4 Any improvements made to the Premises by the Tenant shall become the property of the Landlord at no cost and may not be removed by the Tenant when the lease terminates. The Landlord may demand or give permission for any removal in writing and the Tenant shall then make good and restore the premises to the original state.

10.5 If a garden forms part of the Premises, the Tenant undertakes to keep it in a neat and tidy condition and fully maintained at his/her expense. The Tenant shall not remove or cut any trees or plants or affect major alterations without the Landlord's prior written consent.

10.6 The Tenant shall allow the Landlord or his agent and/or any prospective Tenant or Purchaser to view the exterior and interior of the Premises during reasonable hours, provided a prior appointment to do so has been made with the Tenant.

10.7 The Tenant must regularly test the smoke detectors to ensure that they are working effectively. Batteries may not be removed except to replace them. It is a duty of the Tenant to inform the Landlord in writing of any defect or malfunction of smoke detectors.

10.8 The Tenant shall not keep any pets or animals in or on the Premises without prior written consent from the Landlord and Body Corporate or Homeowner's Association and the Tenant shall be responsible for any damage to the premises caused by such pet or animal.

10.9 The Tenant shall not provide accommodations for boarders or lodgers or allow the same visitor to stay overnight more than 4 (FOUR) times within any month without written permission from the Landlord, which the Landlord shall not unfairly refuse.

10.10 The Tenant shall not do or allow to be done in any way anything which would increase the premiums of or vitiate the Policies of Insurance on the property.

10.11 The Tenant shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, bylaw, ordinance or regulation applicable in respect of the Premises nor cause or permit any nuisance. The Tenant acknowledges receipt of the Rules or Code of Conduct as determined by the Home Owner's Association or Body Corporate or other applicable legal entity and undertakes to abide by it and any amendments made thereto from time to time.

10.12 The Tenant shall return all keys and remote access devices to the Landlord on or before midnight on the last day of the lease period.

10.13 The Tenant shall notify the Landlord in writing within 4 days of moving out of a forwarding address. Failing to do so will relieve the Landlord of sending the Tenant a list of damages against the security deposit.

11. CESSION AND SUB-LETTING.

11.1 The Tenant shall not, without the Landlord's written consent, which consent will not be unreasonably withheld:

11.2 Cede, assign, transfer, alienate, burden any of its rights or obligations under this Agreement.

11.3 Sublet the Premises in whole or in part or give up possession of the Premises to any third party.

11.4 The Landlord may at any time transfer all or any of his/her rights and obligations under this lease and the Tenant hereby consents to such transfer.

12. OBLIGATIONS OF THE LANDLORD:

12.1 The Landlord shall be liable to promptly pay all rates and taxes / levies payable in respect of the Premises to the local authority / body corporate / share block company / home owner's association concerned.

12.2 The Landlord shall be responsible for maintenance and repairs of the main walls, roof and other structural parts of the Premises. It is a duty of the Tenant to advise the Landlord of any defective condition in writing and the Landlord shall take steps to have the defective condition rectified without delay.

12.3 The Landlord shall not be liable for any compensation for any damage suffered by the Tenant as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies or mechanical services to the extent that there is no negligence or willful misconduct on the part of the Landlord. Should the destruction be due to the default or negligence of the Tenant, his family, visitors, servants or persons occupying the Premises under him, the Landlord shall under these circumstances be entitled to claim payment of such damages as the Landlord may have suffered. If in any event the damage suffered to the Premises result in that the Premises is not suitable for the purpose for which it has been leased, it shall constitute a ground for the Tenant or the Landlord to cancel this Lease Agreement.

12.4 The Landlord undertakes that he will not accept any offer for the purchase of the Premises without first offering to sell the Premises to the Tenant. This pre-emptive right must be carried out by the Tenant within 14 (FOURTEEN) days after the offer has been made by the Landlord but in any event shall not affect the duration of this Lease Agreement which shall remain in full force and effect.

13. LIMITATION OF LIABILITY.

The Tenant and any other person associated with the Tenant shall have no claim against the Landlord and associated parties for injury, damages or loss sustained unless due to active and actionable negligence or willful misconduct.

14. NO WAIVER:

Any relaxation by the Landlord as to the obligations of the Tenant on one occasion shall not constitute an amendment to the terms of the lease and does not mean the Landlord cannot enforce his rights on any subsequent occasion.

15. FULL AGREEMENT:

The parties agree that this Lease Agreement contains all the terms and conditions between them and no changes will be valid unless done in writing and signed by all parties. If any clause, or part of a clause, in this Lease Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Lease Agreement will remain binding on both the Tenant and Landlord.

16. WARRANTY OF AUTHORITY AND DECLARATION:

Any person or more than one person signing this Lease Agreement warrants his or her authority to do so AND that they have read it and understand it and voluntarily agree to it.

13. JURISDICTION:

13.1 The parties consent to the jurisdiction of the magistrate's.

(other _____) court for the district of

Signed at _____ on this _____ day of _____ 20 ____.

LANDLORD: _____.

WITNESS 1: _____.

WITNESS 2: _____.

Signed at _____ on this _____ day of _____ 20 ____.

TENANT: _____.

WITNESS 1: _____.

WITNESS 2: _____.

Additions to your Free Tenant Lease Form

In the case of a furnished unit , simply attach a detailed Inventory to your free lease agreement and also have that signed and witnessed.

It is important to issue the Tenant with a copy of the Rules or Code of Conduct of the Home Owner's Association or Body Corporate or other legal entity pertaining to the Premises.

This document (Code of Conduct) will stipulate additional Terms and Conditions not covered in the free lease agreement. The lease agreement supplied here makes provision for acknowledgement of receipt of the Conduct Rules in clause 10.11.

Additional Clause for Co-letting.

Please Note: If you are letting your property to more than one tenant who will share the rent and responsibilities, you have to add the following clause (let them sign it specifically to make sure they understand) and add additional lines at the bottom of the free property rental agreement for other tenants to sign and be witnessed.

JOINT AND SEVERAL TENANCY:

We understand and agree that our obligations are joint and several. We understand that we will be responsible for our individual obligations as well as the obligations of all other tenants signing this agreement. This includes paying rent and all other terms of this rental agreement.

TENANT 1: _____.

TENANT 2: _____.

TENANT 3: _____.

For the attention of our site visitors from the USA: Lead-Based Paint - Disclosure of any known presence in housing built before 1978 in the U.S.A. To be signed by both parties. Follow this link: Lead Poisoning Prevention for a copy of a Federally approved pamphlet.

This free lease agreement is provided for informational purposes only. It is important to consult with a real estate attorney in your area to ensure that your document complies with the law in your jurisdiction.

Standard Residential Lease Agreement Template.

The Standard Lease Agreement is a customary prototype used for the average transaction involving the rental of residential real estate. When a person shows interest in renting a particular property, they will want to arrange the terms of the occupancy with the landlord. If a settlement of these terms can occur, then the two (2) parties can enter them into the form to hold all participants accountable for their part of the relationship. Areas of the contract that will need to be confirmed within the document include the initial & ending date of the inhabitation, expenses associated with the rental (lease payments, security deposit, fees, etc.), and the standards required to remain on the premises. Once the agreement has been customized to both parties' liking, they may proceed by endorsing the form with electronic (if the software is legitimate) or handwritten signatures.

Rental Application – Before the landlord thinks about signing a lease agreement, they should make sure that the prospective tenant is properly vetted. Anybody looking to lease or sublease their property should first screen any applicants using this instrument in order to determine their credit score, occupation, criminal background, and rental history (possible evictions).

What is a Residential Lease?

A residential lease is a legal document that allows a landlord to enter into a legally binding arrangement with a tenant. No matter the lease type, the tenant will be responsible for the payment of rent on a timely basis. Depending on what is written in the residential lease, the landlord may have their own responsibilities to uphold during the course of the term such as maintenance, upkeep of outside grounds, and utilities. A lease is binding in all 50 States by signature of the landlord and tenant, no witnesses or notary public required.

How to Write.

Step 1 – Download the document in Adobe PDF or Microsoft Word (.doc).

Step 2 – Parties –

Enter the date of commencement of the agreement in dd/mm/yyyy format Provide the landlord's name Provide the tenant's name Submit the complete address of the premises.

Step 3 – Fixed Term (Lease) Information – Submit:

The beginning and ending dates of the lease in mm/dd/yyyy format.

Step 4 – Rent –

Landlord must enter the sum of the rental payment due each month Read the statement regarding the form of payment to be made.

Rent Payment Procedure –

The landlord must enter either a mailing location or local address where rent must be delivered each month Read the "Rent Due Date" statement Review the "Bad Check" service charge information.

The landlord must enter the amount of the security deposit due on signing of the document and read the remainder of the section.

Step 5 – Titled Sections –

Tenant(s) and Landlord(s) must carefully review the following sections prior to signing the document, as follows: Cleaning Fee Removal of Landlord's Property Changes in Terms of Tenancy Tenant Cooperation ' Tenant Insurance Abandonment Occupants – (Landlord must enter the limited number of added tenants and the number of primary tenants) Lock Policy Lockouts – (landlord must enter the fee due in the event of a lock out – if any) Condition of Premises Inventory and Inspection Record Balconies and Porches Tenant Responsibility Alteration Vehicles and Garage Use Utilities Services Notification of Serious Building Problems Reasonable Time for Repairs Drain Stoppages Back Yard Gardens Non-Liability Disclosure of Landlord/Agent – (Landlord must enter the name of the management company (if any) – Again enter the name of the management company stating authorization to act – Enter the physical address of the management company) Access to Premises Subletting and Assignment Pets Termination Upon Sale of Premises Waiver Terms Full Disclosure.

Step 6 – Signatures – Once read and agreed by all parties, provide:

How To Make a Lease Agreement For Student Boarding House.

A lease agreement is a legally written legal document to legally bind a relationship between two parties, either the owner or the tenant. In this deal, some items that are often the object of the lease are among others land, house, money, vehicles, apartments, and so forth. In this time, we will give you a tutorial to make lease agreement for student boarding house.

This exists to protect both parties. For the owner, you can protect the goods you own with the lease and perform certain contracts as desired by both sides. For renters, this rental is useful to protect the right of the lessee following the existing agreement. Therefore, this letter is quite crucial as legally productive consumer and producer protection.

How to make lease agreement.

Name of Tenant.

Rent a boarding house, means involving the owner and tenant who is usually a student. To make lease agreement , you must first write down your name as the owner and the name of the tenant along with the person who lives with them. This is to control who can stay in boarding house, and avoid others who do not include tenants to stay in the boarding house at a specific time (maximum stay is usually a week).

You also need to limit the occupancy of either the number of people living or the boundaries of territory that can't be entered by outsiders. Make sure, every name that resides in the boarding house is responsible for the boarding house rented.

Term of Tenancy.

Determine how long the tenant will stay in the boarding house. Usually, the lease agreement form covers monthly or annual time, if on a tenant's lease limit does not extend and does not go, then you as the owner can do a reprimand or grant a grace period. If in the grace period of the tenant does not provide certainty, then you are entitled to empty the boarding house.

Consideration.

This rent should be stated with a clear the lease agreement . In this case, you need to report precisely the financial costs that the tenant needs to spend every month, whether for the payment of boarding house, security costs, water costs, electricity costs, and other costs that will be issued by the tenant. Explain also about the maturity of rent payments and the consequences. Don't forget to include a payment method.

Regulations.

A boarding house tenant who is a student, you must establish rules that apply to the tenants. The usual rules are about the pets that can be used, the limits of visits for the opposite sex, not making noise, taking care of the property lease, paying the rent on time, and so forth. Other things you should look at are security area and cleanliness for the comfort of the tenants.

Signature.

To avoid the problem, you need to give legal force to the lease letter by including the signature of each tenant. In this case, the owner and associated tenant must sign in the lease. The sign in the stamp is preferred to have legal force. Make sure your rental agreement complies with the relevant laws. Then, you have written all the rules in detail in the letter of agreement.

That's some way to create a lease agreement and some essential things that you need to include in the letter of agreement. In the boarding house, some signed rules are necessary to protect your producers and customers. So it is important that this letter is made by applicable law so that something will not harm the parties concerned.

Click on The Title to Change Form.

A standard lease agreement is an agreement between the landlord and tenant that tries to keep track of all kinds of details when you are renting a property. It can also be called a standard rental agreement as the terms and condition should be agreed before the rent is paid. It is important to note that the standard rental agreement form help organizes all the aspect of your lease agreement by simply putting all information in one form document and this is to help you know your obligation and protect your right when it becomes absolutely necessary. The standard lease agreement is the first step to a landlord/tenant relationship .

What Does it Use for?

The standard lease agreement is used for a wide range of things as it regards to landlord/tenant relationship. It is used to create understanding between the landlord and tenant during the leasing of a property. This is because by creating a standard lease agreement, the chances of misunderstanding is minimized as all terms and conditions are laid bare by both parties. It can also be used for home owners that intends to rent a room in their homes to another tenant. The standard rental lease agreement can be used for landlord to tenant agreement or even tenant to sub tenant agreement. Whatever the case, the most important thing is that the terms and conditions are agreed by both parties to become effective.

What Kind of Information is Required to Fill in the Template.

To fill the standard lease agreement template, you will require some information and they include: