

**MONTH TO MONTH  
LEASE AGREEMENT**

**PARTIES:** The parties to the agreement are: \_\_\_\_\_, Landlord

And: \_\_\_\_\_, Tenant

**PROPERTY** Landlord rents the following to the Tenant: a dwelling located at: \_\_\_\_\_, MC aaaaaaaaaa , to include the following utilities and appliances: **Tenant** \_\_\_\_\_ **Landlord** \_\_\_\_\_

Heat	_____	_____
Hot Water	_____	_____
Electricity	_____	_____
Snow Removal	_____	_____
Lawn Care	_____	_____

**It is the tenants responsibility to keep the utilities services on at all times throughout their tenancy. These utilities are required to maintain your home in a safe and sanitary condition per Chapter II of the State Sanitary Code of Massachusetts.**

**TERMS** This Agreement shall begin on \_\_\_\_\_  
Rent payments shall be \$\_\_\_\_\_per month, due and payable on or before the aaaaaa day of each month. Following the initial lease term this agreement will revert to a Tenancy at Will (month to month). A late fee of \$aaaa per day will be applied on the first day of the month following the date the rent was due.

**AGENT** Agents of the Landlord are authorized to accept monthly rent payments, last months rents and security deposits, to make repairs and enforce all of the terms of this lease and tenancy, and to give and accept notices and sign all correspondence on behalf of the landlord.

All notices shall be in writing and shall be given to the Tenant at the dwelling; all Rents and all notices, which shall be in writing, shall be given to the Landlord at:

\_\_\_\_\_

**In case of Emergency the Tenant shall contact the following:**

\_\_\_\_\_

**TAX ESCALATOR** If the property taxes for the building in which the leased premises are located increase during the term of this agreement, the Tenant agrees that the rent for the premises may be increased by the same proportion of the tax increase as the proportion of the property that the rented premises comprise. This proportion is hereby defined as \_\_\_\_\_%. The Landlord may charge the proportional increase distributed over the remainder of the tenancy following receipt of an increased tax bill, after showing said bill(s) along with the bill(s) for the prior year to the Tenant. If the Landlord obtains an abatement of the real estate tax levied on the whole of the property of which the premises are a part, a proportionate share of such abatement, less reasonable attorney's fees, if any shall be refunded to the Tenant.

**UTILITY ESCALATOR** If heating costs for the building in which the leased premises are located increase during the term of this agreement by more than \_\_\_\_\_%, the rent for the premises may be increased by a reasonable amount determined by the Landlord sufficient to cover the increased expense. The Landlord shall give the Tenant 30 days notice of the increase

**PARKING** A parking space shall \_\_\_\_\_ shall not "\_\_\_\_\_ be provided by the Landlord for"\_\_\_\_\_ car .

**OCCUPANTS** No persons other than those listed below may occupy the premises without the written permission of the Landlord.

Name

Relationship to Tenant

***THE TENANT AGREES***

1. **Use of Property** – the tenant shall use the property for residential purposes only.
2. **Maintaining the Premises** – Tenant shall maintain the premises in a neat and clean condition and shall at all times comply with the provision of Chapter II of the State Sanitary Code of Massachusetts. Safe Condition: the occupant is responsible for maintaining free of snow and ice, the means of egress under his or her exclusive use and control and the parking area assigned to his or her address. **The heat must be maintained at 55 (fifty five) degrees from September 15<sup>th</sup> through May 15<sup>th</sup> each year to keep pipes from freezing.**
3. **Alterations** – No substantial alteration, addition or improvement shall be made by the Tenant in or to the dwelling unit without the written permission of the Landlord.
4. **Subleasing** – Tenant shall not assign this agreement or sublet the dwelling unit without the written permission and consent of the Landlord.
5. **Disturbance, Illegal Use** – Neither the Tenant nor his/her family friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substance interference with the rights, comfort, safety or enjoyment of the Landlord or other occupants of the same or any other apartment, nor make any use whatsoever thereto than as and for a private residence.
6. **Common Areas** – Lawn areas shall be kept clear of items daily to maintain a clean yard and lawn care. No repairs of any kind made to autos, etc. is permitted on the premises. No vehicles may be stored on the property and all vehicles must be registered and insured under the tenant’s name. No articles shall be hung or shaken from the windows, doors, porches, balconies or placed upon the exterior windowsills.
7. **Notice of need for repair** – Tenant agrees and is obligated to notify the Landlord promptly of any need for repair on the premises or in the Tenants’ dwelling. Landlord may only make repairs unless otherwise agreed. Tenant shall reimburse Landlord for the reasonable cost for repairs due to Tenant caused damage in full, upon demand.
8. **Pets** are not allowed without the express written permission and consent of the Landlord. Such consent may be revoked at any time.
9. **No Smoking**
10. **Locks** – Landlord shall, within a reasonable period of time following receipt of notice from Tenant of such condition, repair or replaced any defective exterior locks. Locks shall not be changed, altered or replaced nor shall new locks be added by tenant without written permission of Landlord. Any locks so permitted to be installed shall become property of Landlord and shall not be removed by Tenant. Tenant shall within 3 days give a duplicate key to any such changed, altered, replaced or new lock to the Landlord.
11. **Lockouts** – There is a charge to unlock doors. Costs are the actual costs incurred, including materials, labor, and travel.
12. **Termination** – Landlord may terminate this lease upon the breach of any obligation of the Tenant under this lease. In the event that the Tenant fails to pay rent when it becomes due, the owner may terminate this lease by giving the Tenant notice of termination in writing at least 14 days prior to the termination date in accordance with Mass. General Laws, Chapter 186, Sec. 11. In the event that the Tenant breaches any obligation of this lease other than nonpayment of rent, Landlord may terminate this lease by giving Tenant written notice of termination at least SEVEN (7) days prior to the termination date. Any such notice will specify the reason(s) for the termination. Upon termination of this agreement, Tenant shall vacate the premises, remove all personal property belonging to him, and leave the premises clean (normal wear and tear excepted).

13. **Legal Fees** – Legal fees incurred as a result of a violation of this lease will be the responsibility of the tenant and will be billed accordingly.

**LANDLORD AGREES**

14. **Maintenance of dwelling** – the landlord agrees to maintain the dwelling in a structurally sound condition And to otherwise comply with Chapter II of the State Sanitary Code, Substantial violations of the State Sanitary Code shall constitute grounds for the abatement of rent.
15. **Inspection by Landlord** – Landlord may not enter the dwelling before the termination date of the lease, Except to inspect the premises, to make repairs, or to show the unit to a future Tenant or prospective purchaser of the dwelling. Landlord will contact Tenant before entry to arrange a suitable time with at least a 24 hour notice. Only in an emergency may Landlord enter without prior consent. If such entry is made for an emergency, Tenant shall be notified of the occurrence.
16. **Smoke & Carbon Monoxide Detectors** - Shall be tested and inspected by the Landlord at least once per calendar year. The removal of batteries or dismantling of the detectors is not permitted.
17. **Repairs** – Landlord agrees to make repairs in a timely manner.
18. **Destruction of premises** – If the premises are rendered uninhabitable by fire, flood, or other natural disaster during the term of this lease, the agreement is thereupon terminated. Landlord and or agent are not responsible for the personal property in any apartment or in common areas that may be damaged under the stated circumstances. **It is highly recommended that apartment insurance be purchased by the tenant to cover this type of property damage.**
19. **Security Deposit** – The Landlord acknowledges receipt of a security deposit in the amount of \$\_\_\_\_\_. Landlord will hold the security deposit in a separate, interest-bearing account and give the Tenant receipt and notice of the bank and account number. The Landlord will give the Tenant separate written statement of present condition of the premises and if the Tenant disagrees with the Landlord’s statement of condition, the Tenant must attach a separate list of any damage existing in the premises and return the statement to the Landlord. **Tenant shall provide the Landlord with a forwarding address and on or before the 30<sup>th</sup> day following legal termination of this agreement the tenant shall be mailed reimbursement of this deposit minus any damages (normal wear and tear expected), rent and any other debts due from tenant.**
20. **Additional Provisions** – Any additional provisions should be attached, initialed, and dated by both parties and become part of this agreement.
21. **Changes** – No changes to this lease shall be made except by written agreement between Landlord and Tenant. This includes the addition of persons living in the dwelling.
22. **Severability** – If any provision of this lease shall be held unenforceable, it shall not affect the validity of any other remaining provisions of this lease.
23. **Receipt of copy of Lease** – By signing this lease, Tenant acknowledges receipt of an executed copy of this lease.

Wherefore, we the undersigned, agree to this lease by signing two copies on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Agent/Property Manager/Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Co-Tenant (if applicable)