

Sample Lease

RESIDENTIAL LEASE

LANDLORD

Name: _____
Address: _____
Phone: _____

TENANT(S)

Name: _____
Address: _____
Phone: _____

MANAGING AGENT (if appropriate)

Name: _____
Address: _____
Phone: _____

The apartment number or floor is _____. The building is located at _____. Landlord will rent this apartment to tenant from (month/day/year) through (month/day/year).

The rent for the apartment is \$_____ a month. Tenant will pay the rent on the ____ day of each month or on the following dates. If there are or will be any additional charges in connection with living in this apartment, they are described at the end of the lease. Rent should be paid to _____ at _____. When the rent is paid, landlord will give tenant a written receipt.

If the tenant pays more than ten days after the due date specified above, s/he will be charged a \$50.00 late fee.

Tenant has paid landlord \$_____ as a security deposit. Landlord will hold the deposit until the end of the lease; the security deposit remains tenant's money. Landlord will keep the deposit separate from landlord's own money.

Landlord will put the security deposit in a bank account paying the "normal" rate of interest. Landlord may keep one percent a year for administrative costs; the rest of the interest will be paid to tenant each year. The security deposit is on deposit at the (bank), (street), (city), (zip code), (account number).

Landlord will return the security deposit, plus interest, to tenant at the end of the lease if: (a) The apartment is in good condition except for normal wear and tear or damage not caused by tenant or tenant's family or guests. If landlord deducts money from tenant's deposit, landlord will provide an itemized list of the items for which tenant is being charged.

Landlord will return the deposit to tenant no more than thirty (30) days after the lease ends. If ownership of the building is transferred, landlord agrees within five days of the transfer to give over the deposit, plus any interest owing, to either: (1) the tenant or (2) the new owner who is taking control of the building. Landlord agrees that tenant will be notified by certified mail of the name and address of the new owner.

Tenant agrees that the apartment will be used only to live in. Tenant may not use the apartment to conduct any illegal activity. Tenant agrees not to damage the apartment, the building, the grounds or the common areas or to interfere with the rights of other tenants to live in their apartments in peace and quiet. Landlord agrees to do nothing that would prevent or interfere with tenant's legal use of the apartment.

If the apartment is not ready to move into when the lease begins, tenant may cancel this lease at any time before the apartment is ready and receive a full refund of money paid to landlord, including the security deposit.

When the lease ends, tenant agrees to return the apartment to the same condition it was in at the start of the lease, other than normal wear and tear, except for those items that were noted on inspection and described at the end of this lease. Tenant will not be asked to pay for damage not caused by tenant, tenant's family or guests.

Landlord will provide the following services: (e.g. heat, electricity, gas, garbage removal, water).

Landlord promises that the apartment and building comply with applicable housing codes, are fit to live and not dangerous to life, health or safety of the occupants. Landlord will be held responsible if this promise is broken, even if it is not the landlord's fault, unless the apartment or building becomes unfit to live in due to tenant's misconduct or that of tenant's family or guests. Landlord agrees to make all necessary repairs and take all necessary action to keep the apartment and building fit to live in and to meet all housing code requirements.

(a) If landlord does not live up to the terms of this lease or fails to provide any of the services which landlord agrees to provide, tenant may have the right not to pay part or all of the rent. (b) State law may give tenant the right, in addition to other rights, to withhold rent and pay the supplier directly when the landlord fails to provide water, electricity or gas to the building's common areas, or to the entire

building, or when the landlord fails to provide fuel, causing the loss of wintertime heat in the building. Tenant will substantially comply with the proper legal procedures before paying the rent to the utility company or oil dealer to continue utility service or heat.

If the apartment is so damaged by fire or other event, not the fault of the tenant, that it cannot be lived in, and because of the damage the tenant moves out, tenant will not be liable for rent from the day of the damage and tenant may cancel the lease on three days' notice. If the apartment is damaged in part, so that certain rooms cannot be used and are not used, tenant will pay a proportional amount of the rent from the day of the damage. If the lease is not canceled or only a portion of the apartment is damaged, landlord will make all necessary repairs to make the apartment fit to live in within thirty (30) days. Tenant will begin paying full rent when the apartment is repaired and returned to a livable condition.

Except for emergencies, landlord may enter apartment only during reasonable hours, after advance notice and with prior written approval.

Tenant may install an extra lock on any entrance door to tenant's apartment with the written approval of the landlord. Tenant agrees to provide landlord with a copy of the key to all extra locks.

Tenant agrees to obey all reasonable building rules that tenant has been informed about.

Tenant has the right to sublet the apartment with the written permission of landlord. Tenant will inform landlord of the tenant's intention to sublet, by certified mail and include the name, home and business address of proposed subleasee. Landlord will ask for any information needed to make a decision within ten (10) days and provide a notice of his/her consent or the reasons for his/her denial within forty (40) days from tenant's notification of intention.

Tenant has the right to bring a court action or to take a good faith complaint to any government agency for landlord's failure to obey any law or regulation concerning the apartment or any term of the lease. Landlord agrees not to change terms of the tenancy or interfere in any way or to evict tenant or refuse to renew tenant's lease simply because of tenant's actions.

If tenant does not live up to terms of the lease, landlord will do the following: (a) Send tenant a written notice demanding the tenant live up to the terms of the lease within ten (10) days. (b) If tenant does not comply within that time, landlord will send tenant a second written notice that the lease will end within thirty (30) days after the second notice is mailed to the tenant. On that day, the lease term automatically ends, and tenant will leave the apartment and return the keys to the landlord. Landlord has the right to bring a court action if tenant does not pay the rent, fails to cure a substantial violation of the lease, commits a continuing nuisance or does not leave the apartment at the end of the lease. Landlord will not force tenant out either by removing tenant's possessions or changing the lock on tenant's door or in any other way. Tenant will be given prior notice of the court hearing.

(a) Notice to tenant. Unless otherwise required in this lease or by law, any notice from landlord to tenant will be considered delivered if it (1) is in writing; (2) is signed by or in the name of the landlord or the landlord's agent; and (3) is addressed to tenant at the apartment and delivered to tenant personally or sent by certified mail, return receipt requested to tenant at the apartment. (b) Notice to landlord. Unless otherwise required notices to landlord in writing, delivering personally or sent by certified mail, return receipt requested to landlord at the address noted on page one of this lease.

Apartment defects and necessary repairs, other charges and other agreements are listed below:

SIGNATURES

The tenant and landlord have each received identical copies of the lease, each copy signed and dated by both landlord and tenant(s).

(date) _____ (tenant's signature) _____

(date) _____ (landlord's signature) _____

Taken from: Rent Smart: A Consumer Guide to Residential Leases, New York Consumer Protection Board, 1987.