

Month-to-Month Residential Lease Agreement (United States)

This Lease is between the Landlord and Tenant identified in the Parties section. It establishes a periodic residential tenancy subject to the mandatory law of the state and locality where the Premises are located.

1. Premises and start

The Landlord leases the dwelling at _____ (the "Premises") for residential use. The tenancy begins on _____ and continues from month to month until lawfully ended. It does not give either Party permission to ignore statutory rent-control, notice, renewal, or eviction requirements.

2. Monthly rent

The monthly rent is _____, due on day _____ of each month. The Parties shall identify a lawful payment method. Any statutory grace period applies. The Landlord cannot impose a late fee, new charge, or rent increase unless permitted by law and properly disclosed with any notice required by law.

3. Deposit and other charges

A security deposit is owed only if its amount is specifically agreed in the Details or in an attached signed schedule. The laws governing the Premises determine permitted deposit amounts, where the money is held, any interest or notices, deductions, and the return deadline. Ordinary wear is not charged as damage. Any additional utilities and service charges must be clearly allocated by a lawful agreement.

4. Use and occupants

The Tenant may use the Premises as a residence and is entitled to lawful possession and quiet enjoyment. Any occupancy limits must comply with applicable fair-housing law. The Tenant shall keep the Premises reasonably clean and safe, refrain from unlawful activities or substantial nuisance, and comply with lawful building rules made available by the Landlord.

The Tenant may not sublet or assign the Premises contrary to applicable law. Rights concerning protected assistance animals, disability accommodations, family members, and guests are not limited by this generic clause.

5. Maintenance and access

The Landlord is responsible for habitability, legally required services, and repairs imposed by applicable law. The Tenant must report problems promptly and take reasonable care of the Premises. Responsibility for damage depends on fault and applicable law; normal wear or pre-existing defects do not create an automatic charge.

The Landlord may enter only as permitted by state and local law, giving the notice and respecting the purposes of entry required by those laws, except for legally recognised emergencies.

6. Required rental disclosures

Any federal, state, or local disclosures and attachments must be supplied before the Tenant is bound. If the Premises are covered by federal lead-based paint rules, separate disclosures, required statements, records, an approved pamphlet, and acknowledgements must be completed. This Lease is not a substitute for them.

7. Monthly continuation and notice

Each monthly rental period continues under the same terms unless the tenancy changes or ends lawfully. Either Party may give a notice of termination only with the form, timing, grounds, and procedure required by applicable state and

local law. A number of days recorded in Details does not override a longer legally required notice or a restriction on no-cause termination.

An eviction or recovery of possession must proceed through lawful process; the Landlord may not use lockouts or utility shutoffs in place of that process.

8. Move-out and deposit accounting

When the tenancy lawfully ends, the Tenant must surrender possession, remove personal property, and return access devices. The Parties should document condition. The Landlord must give any required itemisation and return the balance of the deposit within the time required by law.

9. Complete record

This Lease includes its completed Details, Parties, and appendices. No provision waives non-excludable rights. Applicable state, local, and federal rules prevail over conflicting wording.

Details

Deposit _____

Notice period (days) _____

Utilities included _____

Maximum occupants _____

Parties

Landlord

Full name _____

Company name _____

Address _____

Email _____

Phone _____

Signature

Date

Tenant

Full name _____

Email _____

Phone _____

Date of birth _____

ID document type _____

ID document number _____

Address _____

Signature

Date

Co-tenant

Full name _____

Email _____

Phone _____

Date of birth _____

ID document type _____

ID document number _____

Address _____

Signature

Date

Guarantor

Full name _____

Email _____

Phone _____

Address _____

Date of birth _____

Signature

Date