

RESIDENTIAL LEASE AGREEMENT

Dated _____

Between: _____ as "Landlords"

_____ as "Tenants"¹

For _____ the "Property."

The Property includes the following only where initialed by both parties:

_____ garage _____ attic _____ other

_____ one parking space _____ basement

THE PARTIES AGREE THAT THE LANDLORDS ARE RENTING THIS PROPERTY TO THE TENANTS UNDER THE FOLLOWING TERMS:

1. **TERM:** This Lease Term will be:

- _____ Month-to-Month. Landlords and Tenants agree that either party may terminate this Lease as indicated below in paragraph 2.

or

- _____ Year-to-Year from _____ until _____ and then afterward, continuing as a month-to-month tenancy on the same terms and conditions until either party terminates this Lease as indicated below in paragraph 2.

or

- _____ Year-to-Year from _____ until _____ when the parties agree that the Lease expires without further action by either party.

2. **Termination:** Either party may elect to terminate this Lease without cause at the end of the Lease Term indicated above by giving the other party **written notice** at least 30 days in advance. The other party must receive the notice required by this provision prior to the first day of the rental period that includes the 30 days notice.

¹ This Lease Agreement is drafted with Landlords and Tenants being plural. In case there is only one such party, then all plural references to that party should be read to mean one singular Landlord or Tenant.

NOTE: This **sample residential lease** is provided as a courtesy by the Cleveland Housing Court. It includes examples of provisions you may want to include, or negotiate for, in your rental agreement. It does not cover every situation and does not include every provision that your situation may require. It is not legal advice. The Court assumes no responsibility for contracts or leases between individuals or the consequences of any housing arrangement. If you are in doubt about your rights or obligations, please consult an attorney.

3. **SECURITY DEPOSIT:** Tenants have paid \$_____ as a deposit to secure their performance of their obligations under this Lease.

- Upon termination of this Lease, Landlords may apply all or a portion of the security deposit to unpaid rent and late charges, other charges under this Lease, and to the costs of repairs for damage beyond normal wear and tear to the property that was caused by Tenants, members of the household, and Tenants' guest/invitees.
- Tenants agree to give Landlords a forwarding address at the time they vacate.
- Landlords agree to return the security deposit to Tenants within 30 days after Tenants vacate, less any deductions for any of the costs/charges indicated above.

4. **RENT:** Tenants agree to rent the Property for \$_____ per month due on the _____ day of the month. Rent payments shall be made by the following method _____.

5. **LATE FEES:** Where rent is paid after the due date, but on or before the _____ day of the month, the payment must include a late fee of \$_____ which amount may not exceed the greater of (i) twenty-five (\$25.00); (ii) or five percent (5%) of the monthly contract rent. Payment offered after the _____ day of the month may not be accepted.

6. **RETURNED CHECKS:** If a check for payment required under this Lease is returned to Landlords unpaid for any reason, Tenants will pay a returned check charge equal to that charged to Landlords by their depositing institution. Late fees as indicated above may also be applied due to the returned check.

7. **OCCUPANCY:** The people authorized to occupy the Property are as follows:

Name

Name

Name

Name

Tenants must apply for any additional person(s) and Landlords must give their approval in writing. Landlords may increase the monthly rent amount where additional persons occupy the Property.

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8. **SUBLETTING/ASSIGNMENT:** Tenants will not sublet the Property or any part of the Property, nor will they assign this Lease Agreement to anyone else without the Landlords' prior written consent.
9. **UTILITIES/SERVICES:** Tenants shall pay the costs of utility services that are provided to the Property through an individual meter or submeter as indicated by an "X":

electric; gas; water; sewer and trash collection

Tenants shall have reasonable access at all times to the individual meter and/or submeter to read the meter.

If water and/or sewer boxes are checked, then the following apply:

- a) The parties agree that Landlords will continue to be the billed party who has the accounts with the Cleveland Division of Water and the North East Ohio Regional Sewer District ("NEORS"). Landlords will pay the Division of Water and NEORS for all charges at the Property throughout the Lease. This includes the charge by the City of Cleveland for garbage collection.
- b) Tenants will pay Landlords for the actual charges from the Division of Water and NEORS.
- c) Landlords will provide Tenants with copies of the bill from the Division of Water and NEORS monthly upon receipt.
- d) Tenants will pay Landlords for the water and sewer charges with their next monthly rent payment.

10. **APPLIANCES:** The Property currently includes appliances for the Tenants use as indicated by an "X":

stove; refrigerator; washer; dryer and other _____

11. **REPAIRS AND DAMAGES.** Tenants are responsible for keeping the Property and the supplied appliances in a safe, clean and sanitary condition throughout the tenancy. Tenants agree to notify Landlords in writing of all requests for repairs to the Property. Tenants agree to notify Landlords **by telephone immediately upon discovering** problems at the Property that involve plumbing leaks, lack of heat, lack of hot water, faulty electrical fixtures, or roof leaks. Landlords acknowledge they have the obligation to undertake repairs within a reasonable period of time.

12. **RIGHT TO ENTER:** Except in the case of an emergency, Landlords will give Tenants at least 24-hours advance notice of the intent to enter the Property and will

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enter only at reasonable times. Tenants shall not unreasonably withhold consent for Landlords or their agent to enter the Property to inspect, or make ordinary, necessary or agreed repairs. IN CASE OF AN EMERGENCY, Landlords or their agent will enter the Property WITHOUT prior notification.

- 13. **LAWFUL USE:** Tenants, household members and their guests/invitees will not engage in any drug-related activity, or any criminal activity in the Property. Engaging in any drug-related or criminal activity on the Property is grounds for Landlords to terminate the tenancy.
- 14. **TENANT IMPROVEMENTS AND ALTERATIONS:** Tenants will not make any alterations, additions, or improvements including, but not limited to: painting, removing/replacing carpeting, or removing/replacing window coverings in the Property without the Landlords' prior written consent.
- 15. **PEACE AND QUIET:** Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree to refrain from making loud noises or disturbances and to keep the volume of their music or television at all times at such a level so as not to disturb other people's peace and quiet.
- 16. **PETS:** Tenants are not permitted to have pets at the Property unless Landlords agree and both parties sign a Pet Addendum to this Lease.
- 17. **LEAD PAINT:** Tenants acknowledge that they have received the "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and the pamphlet "Protect Your Family from Lead in Your Home."
- 18. **ENTIRE AGREEMENT:** This Lease and its attachments are the entire agreement between Tenants and Landlords. No oral agreements made by the Tenants or Landlords are binding unless they are written down and made a part of this Lease.
- 19. **NOTICES:** Any notices required to be given by either Landlords or Tenants must be in writing.
- 20. **MODIFICATIONS:** The parties may modify this agreement only in writing signed by all parties.
- 21. **CONTACT INFORMATION:**

For Landlords is:
Address _____
City/St/Zip: _____
Phone: _____
Email: _____

For Tenants is:
Primary Phone: _____
Secondary Phone: _____
Emergency: _____
Email: _____

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ACKNOWLEDGMENT: By signing below, the parties acknowledge that they have read this Lease Agreement, understand it, agree to it, and have been given a copy of it.

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Landlord

_____ [Print Name]
_____ [Signature] Date _____

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**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS**

Lead-Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead-poisoning prevention.

Landlords' Disclosure

- A. Presence of lead-based paint and/or lead-based paint hazards (Check 1. or 2. below):
1. _____ Known lead-based paint and/or lead-based paint hazards are present in the Property (Explain): _____

 2. _____ Landlords have no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
- B. Records and reports available to the Landlords (Check 1. or 2. below):
1. _____ Landlords have provided Tenants with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (List documents): _____

 2. _____ Landlords have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

Tenants' Acknowledgement (Initial)

- C. _____ Tenants have received copies of all information listed above.
- D. _____ Tenants have received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (Initial)

- E. _____ Agent has informed the Tenants about the Landlords' obligations under 42 U.S.C. § 485d and is aware of his/her responsibility to ensure compliance.

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SECURITY-SYSTEM ADDENDUM

1. Landlords have installed a professionally-monitored security system at the Property.

2. Tenants have chosen the following option regarding the security system:

_____ Tenants will contract with ADT or another monitoring company to activate the security system

_____ Landlords will contract with ADT or another monitoring company to activate the security system. Tenants will reimburse Landlords for the actual costs that the monitoring company charges Landlords.

_____ Neither Tenants nor Landlords will activate the security system.

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Landlord

_____ [Print Name]
_____ [Signature] Date _____

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PET ADDENDUM

1. The Landlords agree to allow Tenants to have _____ (“the animals”²) at the Property.
2. In consideration for Landlords allowing Tenants to have the animals, Tenants agree:
 - a. To pay a \$_____ pet deposit, which will be treated as a security deposit upon termination of the Lease;
 - b. To clean up the animals’ waste at all times;
 - c. To properly dispose of all animal waste in a closed bag in the trash;
 - d. To pay the costs for all damages to the Property caused by the animals including, but not limited to, the building, the fixtures, and landscaping;
 - e. To prevent the animals from being a nuisance to the neighbors by either causing excessive noise and/or damaging their properties; and,
 - f. To have all carpets in the Property professionally steam cleaned when the Lease expires (if applicable.)
3. If at any time during the Lease (a) the animals are causing damage to the Property beyond ordinary wear and tear *or* (b) the animals are being a nuisance to the neighbors, the Landlords may terminate this Pet Addendum. Upon such termination, Tenants must remove the animals from the Property within _____ days. At that point, Tenants will not be permitted to have pets. No other portion of the Lease will be affected if Landlords terminate the Pet Addendum.

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Tenant:

_____ [Print Name]
_____ [Signature] Date _____

Landlord

_____ [Print Name]
_____ [Signature] Date _____

² This Pet Addendum is drafted with “animals” being plural. In case there is only one animal, then all plural references to animals should be read to mean one singular animal.

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