



Joint tenancy agreement template free

A joint tenancy is an agreement, all of the involved individuals for the same tenancy. In this agreement, all of the involved individuals for the same tenancy. In this agreement, all of the rented property together, and they have equal rights of the rented property. Joint Tenancy agreement is a legal agreement between the landlord and all his tenants. According to this agreement, all the tenants are equally responsible for adhering to all of the terms and conditions mentioned in the Tenancy Agreement, although they appear quite similar and often cause a lot of confusion. What is 'Tenants in common'? This is something similar to a joint tenancy in context to two or more than two tenants living under same tenancy. However, here each tenant has exclusive ownership of his own specific bedroom within the property. He can also make use of their communal areas. Important Requirements for obtaining Joint Tenancy Each tenants must be of 16yrs of age or older A single legal document is used to hold the tenants must be the same All the tenants must be entitled to possess the entire property with equal rights Liability for Joint Tenants All the tenants involved in a Joint Tenancy are normally liable in a joint manner for any damages to the property or rent arrears. This just means that if any of the joint tenants violate any of to make a claim against all of them, or even against the individual tenant. This is considered as a great advantage for the landowner in this regard. Joint Tenancy Guarantor Each of the tenants will have a different Guarantor that will provide additional security to the landowner. How to Change the Joint Tenants In case, you want any of the joint tenants to leave your property and/or you want to rent out your property to new tenants in place of any of the older joint tenancy agreement. This can be easily done by Deed of Variation, which can be attached to your Tenancy Agreement, or you can prepare an entirely new Tenancy Agreement for this purpose. How to end a Joint Tenancy For ending a joint tenancy, you must give a written notice to every individual joint tenancy As already. mentioned, liability of tenancy will be shared evenly between all tenants in joint tenancy. If there are any types of arrears, each one of the tenancy will be considered responsible for the amount overdue. This is precisely the reason why it is often recommended that you should be extra careful when you opt for joint tenancy. Home Legal Documents Lease/Rental Agreement Use our Lease Agreement to rent out your residential property. A lease agreement (or rental agreement) is a document that explains the terms under which a tenant rents a residential or commercial property from a landlord. Lease agreement to rent out your residential property. obligations and rights of both the tenant and landlord. Even if you're just renting out a room in your house to a friend or family member, you need a lease agreement for legal protection in case you encounter problems with your tenants. Find your free printable rental/lease agreement by type below and use it to rent out a property. Table of Contents Use a standard lease agreement to rent out a residential property for a fixed period of typically one year. This agreement, studio, condo, duplex, townhouse, basement, or mobile home. Standard lease agreements differ by state, so be sure to check the requirements for your property. Use a month-to-month rental agreement if you don't want to commit to renting out your rights. Using a monthly lease allows you (and your tenant) to be flexible. Use a short term rental agreement to rent out your property for a short period of time (usually between 1-31 days), most commonly as a vacation rental. A short-term rental agreement to rent out a property (or just a room) when you're already renting the property from another landlord. For example, you may want to sublet a property if you need to move out but don't want to break your lease. Use a room rental agreement when you're renting out a room in your property and need to set rules and boundaries. For example, you can use this agreement to explain how you'll divide rent and utility payments, and whether your tenant can have guests visit. Commercial/Other Lease Agreement Forms Use a commercial lease agreement if you're renting out an office building, retail space, restaurant, industrial facility, or any property where the tenant will operate a business. Use a land lease agreement to rent out a piece of land that does not have a property on it. A land or ground lease can have multiple purposes, including agricultural, residential, and commercial. Use a rent-to-own lease agreement to give the tenant the option to purchase the property at the end of the agreement. This type of lease helps a tenant who cannot purchase a property right away, and allows the seller to receive a steady income. You can further support your original lease agreement by modifying the terms with a lease amendment. Additionally, you can end an existing lease with a lease termination letter, or extend a rental for another term with a lease termination letter. (the "lessor") rents out a property to a tenant (the "lessee"). This written agreement states the terms of the rental, such as how long the tenant will rent the property and how much they will pay, in addition to the repercussions for breaking the agreement. A lease is also commonly called a lease agreement, a rental agreement, a rental contract, a lease form, a rental lease agreement, and a house rental agreement. You need a lease agreement, and a house rental agreement. disputes with your tenants and fix problems when they arise. If you rent out a property but don't use a lease agreement, you could lose rent money, be liable for illegal activities on the property, receive penalties for unpaid utility costs, or spend a lot of money on property damage repairs and lawyer fees. Anyone who rents out a home, land, or a commercial building should have a lease agreement. All adult tenants must be given a copy of the lease agreement after they sign it. Landlords and property managers should also keep a copy on file. You rent out a room in your house by using a lease agreement that states you're just renting out a room, and not the entire property. If you're a tenant living in a rental property, you can sublet a room to another tenant using a room rental agreement. Both a standard residential lease and a room rental agreement. Both a standard residential lease and a room rental agreement. out a room, both parties sign the agreement and the landlord collects a security deposit from the tenant before handing over the keys. The difference between a lease and a rental agreements are usually shortterm (a few weeks or months). If you're deciding whether a lease or rent is best for you, remember that a lease agreement provides more security, but a rental agreement provides more security, but a rental agreement provides more security. or heater. Respecting a tenant's right to "quiet enjoyment" (living without disturbances). For example, not making unnecessary visits to the property, and dealing with problems that cause noise (such as dogs barking). Providing a safe and clean home to the tenant for the term of the lease. Examples include getting rid of mold, resolving water damage, and fixing ventilation problems. Returning the tenant's security deposit if the tenant treats the property with respect, and it's in good condition at the end of the lease term. Giving the tenant advance notice when you need to enter the premises to fix something or show someone the property. Landlords' responsibilities differ according to state landlord-tenant laws, which describe how a landlord should handle access to the property, security deposits, and evictions. If a tenant a chance to fix it (unless the violation is major, such as using the property to sell or manufacture illegal drugs). If the issue is not resolved within a certain time period (as set by state law), the landlord can begin the eviction process to remove the tenant breaking the law. You should include the following information and clauses in a lease agreement: Names of all tenants: write the names of every adult who will be living in the property. Term: state the duration of the lease, and whether it's for a fixed term or will automatically renew. Rent: set the amount of money the tenant will pay in order to live in the property, and which day of the month the rent will be paid on. Premises: describe the property and where it is located. Security deposit: assign an amount of money the tenant will give the landlord to hold in case of any damages Depending on your property and where it is located, you may need to include some common disclosure and addendums that address specific situations such as smoking or pets. The following standard residential lease agreement works for all states except California, Florida, and Washington, DC. State of _ Rev. 133C5EE This Lease Agreement (this "Agreement") is made as of this ______, by and between ______ ("Landlord") and ______ ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties." Premises. The premises leased is (the "Premises"). Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions located at day of each month during the Term. The first rent payment is set forth herein, the Premises. Term. This Agreement will be for a term beginning on and ending on (the "Term"). Rent. Tenant will pay Landlord a monthly rent of for the Term. Rent will be payable in advance and due on the payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: and will be payable in U.S. Dollars. Guaranty. located at ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated. Late Fee. Rent paid after the _ dav of each days after such due date. Tenant agrees to pay a late charge of . Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under month will be deemed as late; and if rent is not paid within this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant is responsible for payment of all utility and other services for the Premises. Security Deposit. Upon signing this Agreement Tenant will pay a security deposit in the amount of to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within ______ days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant's guests or invitees. Condition of the Premises. Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted and accepts them in its current condition. Maintenance and Repairs. Tenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for the cost of any repairs or replacement. Reasonable Accommodations. Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation. Sex Offender Registry. Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises. which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender resides or the community of residence and zip code in which he or she resides. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority. Mechanics' Lien. Tenant and agrees that Tenant and agrees that Tenant agrees and regulations of any federal, state, county, municipal or other authority. to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant. Subordination. With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord. Alterations. Tenant will not make any alteration addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises at any time during the Term (whether with or without written consent of Landlord). Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord. Renter's Insurance. Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement Tenant will pay the additional amount of premium as additional rent under this Agreement. Right of Entry. Landlord or its agents may enter the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time. Surrender. Tenant will deliver and surrender to Landlord possession of the Term, reasonable wear and tear excepted. Default. In the event of any default under this Agreement, Landlord may provide Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a dav written dav written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a damages under this Agreement. Remedies. If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity. Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous by any responsible insurance company. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party): Notices shall be sent to the Tenant at the following address: Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in , without regard to its conflicts of laws provisions. Disputes. Any dispute arising from this Agreement shall be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the accordance with the laws of the State of rules of the American Arbitration Association. Amendments. This Agreement may be amended or modified only by a written agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation or interpretation or interpretation or agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter. IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date. Landlord Signature Landlord Full Name **Tenant Signature** Tenant Full Name Guarantor Signature Guarantor Full Name To see a completed residential lease agreement, view our filled-out rental lease agreement below. lease agreement template: 1. Name the parties A simple rental agreement form needs to name the parties signing the lease and where they live. First, you should write down: the landlord or property management company and their current address the tenant or tenants and their current and Landlord names in our lease template. 2. Describe the premises The "premises" are simply the exact address and type of property being rented, such as an apartment, house, or condominium. An example of the "Premises" section from our rental agreement template. 3. Define the term of the lease The "term" is the length of time a tenant will rent the listed property. A standard lease agreement should detail exactly when the lease term begins and ends. Furthermore, a lease means the agreement is set for a predetermined, or fixed, period of time. This type of lease expires on the end date listed in the agreement (usually up to 6 months, 1 year, or 2 years from the start date). A month-to-month rental lease means the agreement is for a one month basis until either the landlord or tenant terminates the agreement. An example of the "Term" section from our printable lease agreement. 4. Set how much rent is owed A lease agreement must explicitly list the monthly rental amount, and outline what the consequences are if the rent is late. It's up to the landlord to decide how much to charge for rent, but the cost is usually comparable to other properties within the same area. In addition, standard rent control laws may limit the amount that you're able to charge for rent. Check your local rent control ordinance to ensure that your lease agreement is compliant with those regulations. An example of the "Rent" and "Additional Rent" sections of our free lease agreement. 5. Assign a security deposit amount A security deposit is a set amount of money usually collected at the beginning of the lease. Landlords have the right to collect a security deposit from their tenants, but what that money can be used for is strictly determined by the security deposit laws of your state. An example of the "Security Deposit" section from a generic lease agreement. 6. Finalize the lease Once you finish discussing the details with your tenant, remember to: Print – print at least two copies of the rental lease for you and the other party Sign – sign and date the lease agreement form (both the tenant(s) and landlord) Save – file a hard copy of the signed document in a safe place and consider scanning an electronic copy for extra safekeeping. Whether you're an experienced or first-time landlord, you can use these resources and guides to understand in simple terms what the law says about leases and rental contracts: How to Lease a Residential Property [Step by Step] Follow the steps below to easily rent out your property: 1. Show your rental unit to tenants The first step in renting out a house or an apartment is to allow people to view the property. If a tenant likes the property and wants to move in, they will make a verbal offer regarding the monthly rent. Hosting viewings can be inconvenient if you have multiple properties, so many landlords hire a property management company to show their rental units to potential tenants. 2. Give the tenant application form to fill out Once you agree on the rent price, the tenant show that they are trustworthy, and includes information such as their: Name Current address Place of employment Income level Rental references The tenant can confirm their workplace using an employment verification letter. This document is also an easy way for renters to show proof of income. Typically, landlords require a small, nonrefundable fee from the tenant in order to process the rental application. 3. Run a background and credit check After reviewing the tenant's application, you should run a background check (and/or a credit check). Tenant screening like this can help you avoid scams and problem tenants. The cost is usually paid for by the tenant. A background check shows if the applicant has a prior criminal history, and a credit check confirms whether the applicant has good or bad credit. Bad credit may be a sign of poor financial planning, which could result in missed rent payments. Although these checks help you avoid dealing with bad tenants, you shouldn't base your decision to rent the property solely on the results. Many states have strict guidelines on tenant discrimination. Refusing tenancy because of minor criminal offenses or bad credit may be justifiably considered a violation of federal anti-discrimination law. 4. Check the tenant included in their rental application form mentioned in step 2 above. You should contact the references and ask questions such as: Did the applicant pay their rent and utilities on time? Were there any noise complaints at the tenant's previous apartment? Have the police ever been called to the tenant's previous apartment? Have the tenant's previous apartment? Have the police ever been called to the tenant's previous apartment? character and behavior. 5. Create a lease agreement once you're happy to rent out your property to a tenant, you need to create a lease agreement by writing it yourself from scratch, filling in a blank lease agreement template that includes all the necessary clauses, or using a lease agreement builder to create a lease specific to your property. Remember to include: After you've created the lease contract and gone over everything with your new tenant, both parties sign the agreement. You may need to calculate prorated rent depending on when the tenant moves in. 6. Hand over the keys Once the lease agreement is completed and signed, give the tenant the keys so they can move in to the property. To finish the process, a final walkthrough of the tenant. Bring a rental inspection checklist with you, and document the condition of the property before the tenant moves in. Common Lease Agreement Disclosures and Addendums Because each rental property is different and laws vary by state, your lease agreement may require additional disclosures and addendums. These documents, attached separately to your lease agreement, inform new or current tenants about issues with your property and their rights. Download the most common disclosures and addendums below in MS Word (.docx) or Adobe PDF format: Asbestos Disclosure (Word) – notifies tenants of the existence of asbestos at the property (required for properties built before 1979). Bed Bug Addendum (Word) – explains how both parties should act in the event of a bedbug infestation. Carbon Monoxide and Smoke Detector Addendum (Word) - states whether the landlord will provide carbon monoxide/smoke detectors, and how the tenant is responsible for keeping them in good condition. Death in Rental Unit Disclosure (Word) - informs the tenant if anyone previously died in the property. Disclosure of Lead-Based Hazards (PDF) - notifies tenants of the existence of lead-based paint or other materials (required for properties built before 1978). Flood Hazard Area. Foreclosure (Word) - should be provided to the tenant during the lease if you need to explain that the rental agreement terminates on a specified date. Illegal Substance Contamination Disclosure (Word) - notifies the tenant if parts of the property contains or may contain mold, and whether the landlord will fix it. Notice of Abandoned Personal Property (Word) - tells the tenant that they need to collect it before it's thrown out. Pet Addendum (Word) - a pet addendum states the rules regarding pets at the property. Shared Utilities Disclosure (Word) – explains how how utilities are calculated and shared between multiple residents Smoking Lease Addendum (PDF) – a smoking lease addendum (PDF) – a smoking lease addendum tells the tenant whether they can smoke tobacco or marijuana on the property Landlord and Tenant Laws by State Federal law recognizes that landlords and tenants have individual legal rights and obligations. Find out what the law in your state says about your rights using the table below, or check the following specific laws for your property. State Laws on Landlord's Access to Rental Property Tenants have the right to privacy when they rent a property. However, there may be situations when a landlord needs to access the property, such as for maintenance or inspections. Nearly every state requires a landlord to give advance notice you need to give in your state, and check the relevant law: Security Deposit Laws Each state regulates the maximum amount of money a landlord can collect from a tenant as a security deposit. Some states also require landlords to return security deposits to their tenant's security deposit. Unpaid rent Cleaning costs Key replacement costs Cost to repair damages above ordinary wear and tear Any other amount legally allowable under the lease Use the table below to see the maximum security deposit limit in your state, whether it needs to be held in a separate account, and how much time you have to refund it after the lease ends: State Maximum Deposit Limit Held in Separate Account Refund Law AL 1 month's rent Not required 35 days to return deposit § 35-9A-201 AK 2 months' rent, unless monthly rent is greater than \$2000 Escrow account required - 14 days to return deposit if tenant doesn't provide proper notice § 34.03.070 AZ 1¹/₂ months' rent, unless tenant volunteers to pay more Not required 14 days to return deposit § 33-1321 AR 2 months' rent unless landlord owns fewer than 6 rental units Not required 60 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) Not required 21 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) Not required 21 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) Not required 21 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) Not required 14 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) Not required 14 days to return deposit § 18-16-305 CA 2 months rent (if unfurnished) or 3 months' rent (if furnished) or 3 m regulation Not reguired - 30 days to return deposit unless otherwise stated in the lease - 60 days maximum if not stated in the lease § 38-12-104 CT - 2 month's rent if tenant is over 62 years old Interest-bearing account required 30 days to return deposit § 47a-21 to 47a-22a DE 1 month's rent for 1-year lease agreements (if unfurnished) Escrow account required 30 days to return deposit Title 25, Chapter 53 FL No regulation Interest-bearing or non interest-bearing escrow account required (landlord's choice) - 15 days to return deposit - 30 days if any amount is retained § 83.49 GA No regulation Escrow account required (landlord's choice) - 15 days to return deposit - 30 days if any amount is retained § 83.49 GA No regulation Escrow account required except if landlord owns fewer than 11 rental units (unless managed by a third party) 30 days to return deposit § 44-7-31 to 44-7-37 HI 1 month's rent Not required 14 days to return deposit § 521-44 ID No regulation Not required - 21 days to return deposit unless otherwise stated in the lease - 30 days maximum if not stated in the lease § 6-321 IL No regulation Not reguired 45 days to return deposit 765 ILCS 705/ IN No regulation Not reguired - 21 days to return deposit anthe lease § 32-31-3 IA 2 months' rent Federally-insured account reguired 30 days to return deposit § 562A.12 KS 1 month's rent (if unfurnished) or 1¹/₂ months' rent (if furnished) Not required 30 days to return deposit § 58-2550 KY No regulation Not required 30 days to return deposit RS 9:3251 ME 2 months' rent Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Escrow account required 30 days to return deposit RS 9:3251 ME 2 months' rent (if furnished) Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Escrow account required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return deposit § 383.580 LA No regulation Not required 30 days to return rent Escrow account required 45 days to return deposit § 8-203 MA 1 month's rent Interest-bearing escrow account required 30 days to return deposit § 554.602 to 554.615 MN No regulation Not required 21 days to return deposit § 504B.178 MS No regulation Not required 45 days to return deposit § 89-8-21 MO 2 months' rent Not required 30 days to return deposit § 535.300 MT No regulation Not required - 10 days to return deposit - 30 days if any amount is retained § 70-25-201 to 70-25-206 NE 1 month's rent Not required 14 days to return deposit § 17-1416 NV 3 months' rent Not required 30 days to return deposit § 118A.242 to 118A.250 NH 1 month's rent or \$100 (whichever is greater) Not required 30 days to return deposit § 46:8-19 NM - 1 month's rent for lease terms less than 1 year - No limit for lease terms greater than 1 year Not required 30 days to return deposit § 47-8-18 NY No required 14 days to return deposit Emergency Tenant Protection Act 576/74 NC - 2 weeks' rent for week-to-week lease agreements - 1¹/₂ months' rent for month-to-month lease agreements - 2¹/₂ months' rent for month-to-month lease agreements - 2¹/₂ months' rent for week-to-week lease agreements - 1¹/₂ months' rent for month-to-month lease agreements - 2¹/₂ months' rent for month-to-month lease agreements - 2¹/₂ months' rent for month-to-month lease agreements - 1¹/₂ months' rent for month-to-month lease agreements - 2¹/₂ months' rent for month days to return deposit - 60 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit § 5321.16 OK No regulation Federally-insured escrow account required 30 days to return deposit Title 41 §41-115 OR No regulation Not reguired 31 days to return deposit ORS 90.300 PA 2 months' rent Escrow account reguired for deposit Landlord Tenant Act Section 511-512 RI 1 month's rent Not reguired 20 days to return deposit § 34-18-19 SC No regulation Not reguired 30 days to return deposit § 27-40-410 SD 1 month's rent Not reguired 30 days to return deposit § 66-28-301 TX No regulation Not reguired 30 days to return deposit § 92.101 - 92.110 UT No regulation Not reguired 30 days to return deposit Title 57 Chapter 17 VT No regulation Not reguired 14 days to return deposit 9 V.S.A. § 4461 VA 2 months' rent Not regulation Escrow account reguired 21 days to return deposit § 59,18,253, 59,18,260 - 59,18,285 WV No regulation Not required 60 days to return deposit Chapter 37 Article 6A WI No required - 30 days to return deposit ATCP § 134.06 WY No required - 30 days to return deposit - 60 days if any amount is retained § 1-21-1208 Eviction Laws If a tenant is causing problems or not paying rent, the landlord can evict them from the property using an eviction notice. Use the table below to find out which type of notice to Pay or Leave Law Alabama 14 days 5 days § 35-9A-421 Alaska 10 days 7 days § 34-3-160. § 34-3-220 Arizona 10 days 5 days § 33-1368 Arkansas 14 days 5 days § 35-9A-421 Alaska 10 days 7 days § 34-3-160. 18-60-304, § 18-17-901 California 3 days Hawaii 10 days 5 days § 521-72, § 52 days § 383.665, § 383.660 Louisiana 5 days 5 days CCP 4701 Maine 7 days 7 days Chapter 710, Title 14 § 6002 Maryland 30 days Dependent on lease agreement § 8-401 to 8-402 Massachusetts 0 days 14 days Chapter 186, Section 11, 11A Michigan 0 days 7 days § 600.5714, § 554.134 Minnesota 0 days Dependent on lease agreement § 504B.135 Mississippi 30 days 3 days § 89-7-27, § 89-8-13 Missouri 0 days Dependent on lease agreement § 441.040, § 535.060 Montana - 14 days to cure - 30 days to vacate 3 days § 76-1431 Nevada 5 days 5 days § 40.2512 New Hampshire 30 days 7 days § 540:3 New Jersey 30 days Dependent on lease agreement 3. J.S.A. 2A:18-53 New Mexico 7 days § 47-8-33 New York 0 days 9 47-8-33 New York 0 d days to cure - 15 days to vacate 5 days Title 41 § 41-131, 132 Oregon 14 days 3 days ORS 90.392, 90.394 Pennsylvania - 15 days - 30 days if tenant has lived there for over one year 10 days Landlord Tenant Act Section 501 Rhode Island 21 days 5 days § 34-18-36, § 34-18-35 South Carolina 14 days 5 days § 27-40-710 South Dakota 3 days 3 days § 43-32-18, § 21-6-2 Tennessee - 14 days to cure - 30 days to vacate 14 days § 66-7-109, § 66-28-505 Texas 3 days 3 days 3 days 9 V.S.A. § 4467 Virginia - 21 days to cure - 30 days to vacate 5 days § 55.1-1245, § 55.1-1415 Washington 10 days 3 days § 59.12.030 West Virginia 0 days Dependent on lease agreement Chapter 55 Article 3A Wisconsin 5 days § 1-21-1003 Rental/Lease Agreement Glossary Here are some useful definitions for the legal language commonly used in lease and rental agreement forms: Access: the right to enter a property. Accidents: manmade or naturally occurring events that may damage a property (fire, flood, earthquake, etc.). Alterations: modifications made to a lawyer. Condemnation: the government seizure of private property for a public purpose such as the construction of a highway. Default: when a breach of contract occurs and persists such as not paying rent or violating other terms of a rental lease agreement. Furniture: common home equipment such as couches, tables, beds, etc. Guarantor / Co-Signer: someone that is held accountable for paying rent if the tenant is unable to do so. Guests: short-term occupants of a rental property. Joint and several liability: where two or more people are independently held accountable for damages, regardless of who is at fault. Late Rent Fee: an additional, reasonable sum of money paid by a tenant after making a rent payment past the due date listed in the lease agreement. Noise Policy: a provision of a lease agreement outlining "quiet hours" in the apartment building, condominium, or neighborhood. Notice: a written announcement of some fact or observation. Option to Purchase: the tenant's right to purchase a piece of rental property at a later date. Parking: designated spaces where the tenant can keep their vehicles. Pet Policy: the permission or restriction of a tenant's ability to have an animal in a rental property. Property Maintenance: the process of preserving a rental unit and who is responsible for doing so. Such as cutting the grass, taking out the garbage, or unclogging the kitchen and bathroom drains, Renewal: a tenant's option to continue the lease. Renter's Insurance: a paid policy which protects personal belongings against theft or damage. Severability: a clause of a lease stating that if one part of the agreement is invalid for any reason, the rest of the lease is still enforceable. Smoking Policy: the permission or restriction of a tenant's ability to smoke inside a rental property. Sublet: a temporary housing arrangement between a current tenant and a new tenant to rent all or part of the currently leased property. The subletting period must be for less than the lease term. Successor: someone who takes over the obligations of a lease from a tenant or landlord. Utilities: a public or private service supplying electricity, water, gas, or trash collection to a property. Waterbed: a water-filled furnishing used to sleep and not typically permitted in most rental properties

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