
residential lease agreement

Posted by H.B. Fitz - 2009/11/18 22:04

I currently own a rental home which is occupied and i have a lease agreement in place. However, i had a problem with the prior tenant because i did not do a walk thru and note the damage or blemishes prior to giving them the keys. So, when they existed the duplex, i insisted on charging them for the repairs to the unit. They retained an attorney and i was forced to retain an attorney and after \$3,000 of attorney fees i ended up in the same place as when i started. So, i now want to update my residential lease agreement and i want to see if users in this forum are willing to share a lease with me. If i had the \$3,000 back i would just hire an attorney to prepare it for me.

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Re:residential lease agreement

Posted by norton - 2009/11/22 21:09

Here is a sample lease. Good luck.

RESIDENTIAL LEASE

_____ (hereafter Landlord) rents _____ to _____, and _____ (hereafter Tenants) and Tenants will pay reasonable rent for the premises.

1. DESCRIPTION AND CONDITION. Landlord rents to Tenants the dwelling located at _____ (the Premises), including _____ parking spaces. The premises furnished. All furnishings in furnished Premises are part of the Premises. Tenants have received a move-in inventory checklist. The Premises are conclusively presumed to be in good condition at move-in, unless Tenants specify objections on that list and return a completed copy of it to Landlord within seven (7) days after receiving the list. The move-in inventory checklist is not a request for repairs.

2. TERM AND POSSESSION. This lease begins on _____ and runs through _____. Possession will not be provided until the first month's rent, Security Deposit, and preparation fee are paid. If the Premises are not ready on the date this lease commences, the sole damage for which Landlord shall be liable to Tenants is the full abatement of Tenants' prorated rent from the date this lease commences to the date the Premises are ready for occupancy, which date is at Landlord's exclusive determination. If none of the Tenants takes possession on the day it is to be provided, and if Tenants have not given Landlord written notice that they will take possession on a later day, Landlord may presume conclusively that Tenants have abandoned the Premises and re-rent them.

3. RENT. Tenants shall pay Landlord total rent for the term of \$ _____. Rent shall be paid in equal monthly installments of \$ _____, due on the first of each month, beginning with the second month (first month collected before move-in). Landlord may require installments to be paid with certified funds or money orders and in a single payment. Rent is paid only when actually received by Landlord.

4. PLACE OF PAYMENT AND NOTICES. Notices to Tenants shall be delivered or sent to the Premises. Payment of rent or other charge due from Tenants and notices to Landlord shall be delivered or sent to _____. Notices required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox.

5. APPLICATION OF MONEY FROM TENANTS. Money received by Landlord from Tenants or in their behalf shall be applied to Tenants' account as follows: first to satisfy unpaid late fees, dishonored check fees, and to other fees owed by Tenants; second to maintenance and repair costs chargeable to Tenants; third to legal fees and court costs legally chargeable to Tenants, including costs incurred prior to curing a default; fourth to outstanding utility bills that are the responsibility of Tenants; fifth to deposits or portions thereof due from Tenants; sixth to rent. Restrictive endorsements on a check or statements in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

6. DEFAULT AND REMEDIES. Tenants' noncompliance with any covenant of this lease is a default. If Tenants default, Landlord may have all remedies legally permitted, including termination of this tenancy. On 7 days written notice, Landlord also may terminate this tenancy if tenant, a member of tenant's household, or other person under tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the leased premises. Tenants shall reimburse Landlord for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including costs of re-renting the Premises and all rent for the remainder of the term and succeeding terms that Landlord does not collect through mitigation. If other Premises owned or managed by Landlord are available for lease, it shall not be unreasonable for Landlord to lease them before Tenants' Premises. From the date of execution, time is of the essence of this lease. If Landlord terminates this tenancy, it may cancel, by written notice, any

renewal, lease extension, or lease for a future term that Landlord and Tenants have executed.

7. UTILITIES. Tenants shall put utilities for the Premises into their names, maintain uninterrupted service throughout the Term, and timely pay all utility bills, including _____, _____, and _____. Tenants shall pay any penalties imposed by utility providers because of late payment of original bills.

8. LATE FEES AND DISHONORED CHECKS. Tenants shall pay a late fee to Landlord of \$ for rent that is days late, and Tenants shall pay an additional late fee of \$ for rent that is days late or more. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenants shall owe Landlord \$ for any check to Landlord that is dishonored.

9. CHRONIC LATE PAYMENT OF RENT. Rent is due on the first of each month, and notwithstanding Paragraph 8, Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during this lease.

10. SECURITY DEPOSIT. Tenants shall pay a security deposit of \$ before receiving possession. The deposit, or any portion of it that is returned, shall be returned in a check, payable to all Tenants, or may be returned entirely to one Tenant if all other Tenants have so authorized Landlord in writing. Security Deposit Act communications shall be addressed to Landlord at the address in paragraph 4. Tenants may not elect to use the deposit for rent.

The name and address of the financial institution where your deposit will be held is:

The name and address of the surety company providing a bond for your deposit is:

11. NONREFUNDABLE PREPARATION FEE. Tenants shall pay a nonrefundable Preparation Fee of \$ before receiving possession.

12. KEYS. Landlord may retain a key to the Premises throughout the lease. Tenants shall not change the locks without Landlord's prior written consent, and Tenants shall immediately provide Landlord with a key to any new lock if the locks are changed. Landlord may charge Tenants a reasonable amount for replacing lost keys and for assisting Tenants in gaining entry to the Premises.

13. ENTRY BY LANDLORD. Landlord or its agents may enter the Premises in an emergency or to perform repairs, maintenance, code inspections, appraisals, insurance inspections, other purposes reasonably related to the operation of the building, and to show the Premises for sale or lease. Except during an actual or apparent emergency, all entries shall be made during reasonable hours; and Landlord shall make reasonable efforts to inform Tenants of its intention to enter and shall attempt to establish a mutually acceptable time.

14. MAINTENANCE. Tenants shall use and maintain the Premises in accordance with applicable police, sanitary, and all other regulations imposed by governmental authorities. Tenants also shall maintain the Premises in a neat and orderly manner. Tenants will observe all reasonable regulations and requirements of underwriters concerning use and condition of the Premises tending to reduce fire hazard and insurance rates. Tenants shall pay for the repair of all damage to the Premises and structure of which they are a part, including fire and flood damage, caused by Tenants, their guests or invitees; they shall reimburse Landlord for all permit, inspection, and certification costs it incurs because of their noncompliance with this lease or applicable laws; and they shall reimburse Landlord for all damages resulting from not reporting the need for repair or maintenance in a reasonably timely manner. Nothing in this clause shall waive or lessen Landlord's obligation to maintain and repair the Premises under Michigan law, but Landlord is not liable for any loss that accrues to Tenants because of Landlord's actions in reasonably fulfilling its obligations hereunder.

15. HOLD HARMLESS. Tenants agree for themselves, their heirs, and personal representatives, to hold Landlord harmless from all damages, loss, including lost rents, or liability that results from their negligent or illegal use of the Premises and from their intentional misuse of them.

16. INSURANCE. Landlord and its agents are not responsible for theft of personal property of Tenants, their guests or invitees; or for damage, loss, or destruction of personal property of Tenants, their guests or invitees, from any cause, including acts or omissions of third parties, unless caused by Landlord's failure to perform or negligent performance of a duty imposed by law. **TENANTS ARE SPECIFICALLY ENCOURAGED TO INSURE THEIR PERSONAL PROPERTY.**

17. ALTERATIONS. Alterations to the Premises without Landlord's prior written consent are prohibited. Landlord is not liable to reimburse Tenants for any alteration, unless agreed in writing. Alterations are the property of Landlord. Upon lease expiration or earlier termination, however, Landlord may designate, in writing, alterations it wishes to have removed, and Tenants, at their expense, shall remove them promptly and repair any damage caused thereby.

18. RETURN OF PREMISES. Tenants shall return the Premises at the expiration of the term (or earlier termination) in as good a condition as when received, reasonable wear and tear excepted. Early surrender of the Premises, including surrender accepted in writing, shall not extinguish any of Tenants' obligations to perform under this lease, including payment of all rent reserved.

19. AMENDMENT. This lease may be amended in writing only, signed by all parties.

20. CAPTIONS. Paragraph captions are solely to assist with identification. They are of no legal significance.

21. WAIVER. Failure by Landlord to enforce a provision of this lease on one (1) or more occasions, is not a continuing waiver of Landlord's right to enforce the provision.

22. SEVERABILITY. A court ruling that a clause of this lease is invalid or the parties' written agreement that they no longer shall observe one or more lease provisions, shall not invalidate any other clauses of this lease.

23. PETS. No pets are allowed in the Premises at any time.

24. SUCCESSORS BOUND. The heirs, successors, assigns, and representatives of Landlord and Tenants shall be bound by the covenants of this lease.

25. USE AND QUIET ENJOYMENT. Tenants shall comply with all applicable laws and ordinances; use the Premises for residential purposes only; and refrain from all conduct that unreasonably disturbs each other, other Tenants or neighbors of the building. No business of any sort shall be located in or conducted from the Premises. Tenants shall be entitled to the quiet enjoyment of the Premises throughout this lease so long as they comply with its covenants.

26. JOINT AND SEVERAL LIABILITY. When there is more than one Tenant on the lease, each tenant is jointly and severally liable for its full performance.

27. UNTENANTABILITY. If the Premises become wholly untenable because of fire or other casualty, Landlord may cancel this lease by notifying Tenants in writing, and Tenants shall surrender the Premises to Landlord. If for the same reasons the Premises become partially untenable, or wholly untenable without Landlord canceling the lease, Landlord shall repair the Premises with reasonable speed. From the date of the casualty, until repairs are substantially completed, Rent shall abate in the same percentage that the Premises are untenable, unless the untenability is caused by negligence or intentional misconduct of Tenants, their guests or invitees, in which case rent shall not abate. Landlord is not liable for failure to repair until Tenants have notified Landlord of the need for repair and a reasonable time to make the repair has passed thereafter. If 50% or more of the Premises are untenable, the Premises are "wholly untenable".

28. ASSIGNMENT, SUBLETTING, AND OCCUPANCY. Tenants shall not assign this lease or sublet the Premises, or any part thereof, without prior written permission of Landlord, which shall not be denied unreasonably. Only those listed herein as Tenants/occupants may occupy the Premises. Landlord may evaluate proposed assignees and subtenants as it would evaluate prospective Tenants, including whether they are acceptable to remaining prime Tenants.

29. ABANDONMENT. If during this lease, Landlord believes in good faith that Tenants have abandoned the Premises and current rent is unpaid, Landlord may re-enter the Premises and remove the remaining possessions of Tenants without liability therefor. Abandonment is conclusively presumed if rent is unpaid for fifteen days following the due date and (1) a substantial portion of Tenants' possessions have been removed or (2) acquaintances of Tenants or other reliable sources indicate to Landlord that Tenants have left without intending to re-occupy the Premises. If Tenants abandon or surrender the Premises at anytime and leave personal property there, Landlord may dispose of it however Landlord chooses, and Tenants shall reimburse Landlord for all costs incurred in that regard.

30. HOLDING OVER. Tenants shall vacate the Premises on or before the expiration date of the lease. If Tenants retain possession thereafter without Landlord's written permission, Landlord has thirty (30) days from the last day of the lease to sue Tenants for possession under section 5714(1)(C)(2) of the Michigan Summary Proceedings Act (Holding over after lease expires). If suit is not begun within that time, the tenancy shall continue on a month to month basis from the date the lease expires, and all other covenants of the lease shall remain in full force and effect. Rent, however, shall increase by twenty percent (20%), beginning on the first day after lease expiration, regardless of whether suit is brought. Acceptance of money by Landlord from Tenants during the thirty (30) days following expiration of the lease does not waive Landlord's right to seek possession as described in this paragraph, and Tenants shall compensate Landlord for all damages caused by their unauthorized holdover.

31. LIMITED CANCELLATION RIGHTS. A Tenant who has occupied the Premises for more than thirteen (13) months may terminate this lease upon sixty (60) days written notice to Landlord if: (i) Tenant has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof thereof; or (ii) Tenant has become incapable during the term of living independently, as certified by a physician in a notarized

statement. Election to cancel under this paragraph is limited to the Tenant to whom the foregoing applies, and the lease continues in full force and effect for remaining Tenants.

32. ENTIRE AGREEMENT. This lease is the Parties' entire agreement, and they enter it voluntarily. There are no other agreements that are part of this lease unless specifically enumerated herein. Tenants' application to lease is incorporated herein, and Tenants covenant that the information supplied in that application was and continues to be accurate. During this lease and thereafter, Landlord or its agents (including a collection agency) may obtain Tenant's credit report, which Landlord or its agent may use in attempting to collect unpaid rent, late fees, or other charges from Tenant.

33. OTHER.

34. DISCLOSURES. This lease includes the attached disclosures.

MICHIGAN TRUTH IN RENTING ACT NOTICE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

MICHIGAN SECURITY DEPOSIT ACT NOTICE

TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL, OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

NOTICE OF RIGHT TO PRIVACY IN YPSILANTI RENTAL PROPERTY

YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW PERMITS THE LANDLORD TO ENTRY ONLY IF THE LANDLORD HAS:

- (1) PROVIDED 3-DAYS (72 HOURS) WRITTEN NOTICE UNLESS THE BUILDING IS FOR SALE OR THE LEASE TERM IS IN ITS FINAL THREE MONTHS, IN WHICH CASE 24 HOURS WRITTEN NOTICE, OR;
- (2) GAINED YOUR PERMISSION AS REQUIRED BY CITY LAW A LANDLORD MAY ONLY ENTER WITHOUT NOTICE TO RESPOND TO AN EXTREME CONDITION

CITY OF ANN ARBOR TRUTH IN RENTING NOTICE

Some things your landlord writes in the lease or says to you may not be correct representations of your rights. Also you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, rights to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent due and the duty not to cause a serious health hazard or damage beyond reasonable wear and tear. Additionally some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your Landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions.

ANN ARBOR PRIVACY ORDINANCE NOTICE

NOTICE: YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW ESTABLISHES GUIDELINES THAT THE OWNER AND HER/HIS AGENTS MUST FOLLOW BEFORE ENTERING YOUR HOME. YOU MAY INITIATE ADDITIONAL ENTRY RESTRICTIONS BY GIVING WRITTEN NOTICE TO YOUR LANDLORD. COPIES OF THESE GUIDELINES (HOUSING CODE 8:529) ARE AVAILABLE AT THE BUILDING DEPARTMENT, CITY HALL, 100 N. FIFTH AVENUE.

NOTICE OF UTILITY COSTS

Pursuant to Ann Arbor City Ordinance 8:533, landlord is required to provide tenant with the costs of utilities on the budget plan where tenant is paying for utilities and where such information is available from the utility company at no charge. In signing this lease, tenant acknowledges that such information has been provided.

CITY OF ANN ARBOR RIGHTS AND DUTIES NOTICE

Upon execution of this lease, tenant is entitled to receive a copy of the booklet provided by the City Clerk concerning legal rights of tenants. By executing this lease, tenant acknowledges receiving that booklet.

Dated: _____

Landlord

Dated: _____

Tenant

Dated: _____

Tenant

Dated: _____

Tenant

Dated: _____

Tenant

Exhibit A

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 taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

___ (a) Presence of lead-based paint or lead-based paint hazards :

___ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing .

___ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

___ (b) Records and reports available to the lessor :

___ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing .

___ (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

___ (c) Lessee has received copies of all information listed above.

___ (d) Lessee has received the pamphlet Protect Your Family From Lead in Your Home.

Agent's Acknowledgment (initial)

___ (e) Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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Re:residential lease agreement

Posted by H.B. Fitz - 2009/11/23 22:42

Thanks Norton!

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