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This is a starting draft, not a complete lease. It does not yet include every clause or notice your state's law may require. This free month-to-month lease agreement template is provided for general informational and educational use. Honestkey is not a law firm and does not provide legal advice. Landlord-tenant law changes and varies by city and situation; a template cannot cover every case. Before you use this document, have it reviewed by a licensed attorney in your state and confirm every blank, amount, and required disclosure is complete and current. Using this template does not create an attorney-client relationship.

Month-to-Month Lease Agreement

National template

1. Parties

This Month-to-Month Lease Agreement (the “Agreement”) is made on _____ between _____ (“Landlord”) and _____ (“Tenant,” whether one or more).

The Landlord’s address for notices is _____. Each adult occupant must sign this Agreement and is jointly and severally responsible for its terms.

2. Premises

Landlord rents to Tenant the residential dwelling located at:_____ (the “Premises”), for residential use only.

The Premises shall be occupied only by the Tenant(s) named above and the following minors: _____. Guests staying longer than ____ consecutive days require Landlord’s written consent.

3. Month-to-Month Term

This tenancy begins on _____ and continues from one rental period to the next, each period being one month, until it is ended as described in the “Ending the Tenancy” section below.

There is no fixed end date. Neither party has to stay for any minimum number of months.

4. Rent

Tenant shall pay rent of $_____ per month, due in advance on the ____ day of each month, payable to _____ at _____ by the method(s) the Landlord accepts. Rent for any partial first month is $_____.

Rent is considered paid when actually received by Landlord. Partial payments do not waive Landlord’s rights.

5. Changes to Rent or Other Terms

Landlord may change the rent or any other term of this tenancy only by giving Tenant written notice at least as long as state law requires. The change takes effect on the date the notice states, unless Tenant ends the tenancy first.

Choose your state above to see what it says about notice before the rent changes.

6. Ending the Tenancy

Tenant may end this tenancy by giving Landlord written notice at least as long as state law requires for a tenant.

Landlord may end this tenancy only by giving Tenant written notice at least as long as state law requires for a landlord, and by following any rule of the state or the city that requires a reason for ending a tenancy.

Any notice ending this tenancy must be written and signed, and must be delivered in a way state law allows.

7. Security Deposit

Tenant shall pay a security deposit of $_____ before taking possession. The deposit secures Tenant's performance and may be applied to unpaid rent, cleaning, and damage beyond normal wear and tear.

Landlord will return the deposit, with an itemized statement of any deductions, within the deadline required by state law after the tenancy ends and Tenant provides a forwarding address.

8. Late Fees

If rent is not received by the ____ day of the month, Tenant shall pay a late fee of $_____ (or ____%), not to exceed the maximum allowed by state law.

A late fee may only be charged as permitted by law and must be stated in this Agreement to be enforceable.

9. Landlord Entry

Landlord may enter the Premises for inspections, repairs, or to show the unit, only after giving the notice required by state law and at reasonable times, except in a genuine emergency (fire, flood, or similar) where no notice is required.

10. Utilities & Services

Tenant is responsible for the following utilities/services:_____. Landlord is responsible for: _____.

Any shared or master-metered utility must be disclosed and allocated as required by state law.

11. Maintenance, Repairs & Habitability

Landlord shall maintain the Premises in a fit and habitable condition and comply with applicable housing and health codes. Tenant shall keep the Premises clean, use fixtures properly, and promptly report needed repairs in writing.

Tenant shall not make alterations without Landlord's written consent. Tenant is responsible for damage caused by Tenant, occupants, pets, or guests beyond normal wear and tear.

12. Pets

Pets are: ☐ not permitted ☐ permitted, limited to _____. Any pet deposit or pet rent ($_____) is subject to the deposit limits under state law. Assistance animals for a person with a disability are not "pets" and are handled under fair-housing law.

13. Use, Conduct & Occupancy

Tenant shall use the Premises only as a private residence, comply with all laws, and not disturb neighbors' peaceful enjoyment. No illegal activity is permitted. Subletting or assignment requires Landlord's prior written

consent.

14. Moving Out

When the tenancy ends, Tenant shall return all keys, remove all belongings, leave the Premises clean and in the same condition as at move-in apart from normal wear and tear, and give Landlord a forwarding address in writing.

15. Standard Terms

Governing law: this Agreement is governed by the laws of the state where the Premises are located. If any provision is held unenforceable, the remaining provisions stay in effect (severability).

This Agreement, with any attached addenda and required disclosures, is the entire agreement between the parties and may be changed only in a signed writing. A provision that waives a right guaranteed to Tenant by state law is not enforceable.

16. Required Disclosures & Addenda

Choose your state above to list the disclosures it requires. Attach each one that applies and have both parties acknowledge receipt.

17. Signatures

By signing, each party acknowledges reading and agreeing to this Agreement and receiving the required disclosures listed above.

Landlord signature

Date

Tenant signature

Date

Tenant signature

Date