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Residential Lease Agreement

State of North Dakota

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home:
_____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in North Dakota (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may apply the deposit and the interest on it only to: damage to the Home caused by deterioration or injury from Tenant's pet or from the negligence of Tenant or Tenant's guest; unpaid rent; and the cost of cleaning or other repairs that were Tenant's responsibility and are needed to return the Home to its original state when Tenant took possession, reasonable wear and tear excepted.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

Within 30 days after this lease ends and Tenant gives up possession of the Home, Landlord will mail or deliver to Tenant, at the last address Tenant gave Landlord, the deposit and interest that are due, together with an itemized list of any part Landlord applied to the uses above and a written notice that states any amount still due Landlord or the refund due Tenant.

17. Where the deposit is held

Landlord will keep the deposit in a federally insured interest-bearing savings or checking account for Tenant's benefit. At the end of this lease Landlord will pay Tenant the deposit and the interest it earned, less any amount Landlord may apply as this lease describes. Landlord owes no interest if Tenant lived in the Home for less than nine months.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, Landlord may change the terms of this lease, including the rent, effective at the end of a month by giving Tenant written notice at least 30 days before the end of that month. If Tenant stays after the month ends, the changed terms become part of this lease. Tenant who receives such a notice may end this lease at the end of that month by giving Landlord at least 25 days' notice.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

At the time Landlord and Tenant enter into this lease, Landlord will give Tenant the Move-in Condition Record as a written statement of the condition of the Home and the facilities in and about it. Landlord and Tenant will both agree to it and sign it.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

39. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

40. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

41. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

42. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that

service is not cut off.

43. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

44. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

45. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

46. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

47. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Landlord may enter the Home at any time in an emergency, or if Landlord reasonably believes Tenant has abandoned the Home or is in substantial violation of this lease.

At other times Landlord may enter only during reasonable hours and in a reasonable manner, to inspect the Home, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or show the Home to actual or possible buyers, insurers, mortgage lenders, real estate agents, tenants, workers or contractors.

Unless it is impractical, Landlord will first notify Tenant and get Tenant's consent, which Tenant will not unreasonably withhold. The consent will name a time certain. If Tenant does not object after Landlord gives notice of a time certain, Tenant has consented. Landlord may give the notice in person, by posting it in a conspicuous place in or about the Home for a reasonable time, or by any other way that actually tells Tenant.

Landlord will not abuse the right to enter or use it to harass or intimidate Tenant.

48. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

49. Giving notice to move out

In a month-to-month tenancy, either Landlord or Tenant may end the tenancy by giving the other at least one calendar month's written notice at any time, unless a longer notice that Tenant has initialed in this lease applies. Rent is due through and including the date the tenancy ends.

If this lease continues month to month after its term ends, the tenancy may be ended only on the last day of a month, by at least one calendar month's written notice.

A notice must be in writing and say the date the tenancy ends.

50. Leaving early

☐ Tenant may end this lease early by giving _____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again, and Tenant also owes the reasonable cost of doing so, if the law allows it.

51. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

52. Safety, and other rights to leave early

Whatever this lease says, a Tenant who is a victim of domestic violence, or who fears imminent domestic violence against Tenant or Tenant's minor children if they stay in the Home, may end this lease without penalty or liability as follows. Tenant gives Landlord advance written notice, delivered by mail, fax or in person before the tenancy ends, that states that Tenant fears imminent domestic violence from a person named in a court order, an order prohibiting contact, a civil protection order or another record filed with a court; that Tenant needs to end the tenancy; and the specific date the tenancy will end.

The tenancy and Tenant's right to possession end on the date stated in the notice. Tenant owes the rent for the full month in which the tenancy ends and an additional amount equal to one month's rent, subject to Landlord's duty to reduce the loss, and must pay that additional amount on or before the tenancy ends. Tenant is then released from the rent and other charges for the rest of the term. Tenant still owes any unpaid rent or other amounts owed before the tenancy ended. Landlord will not disclose the information Tenant provides to document the violence, and will not enter it into any shared database or give it to anyone, except as evidence in an eviction case or a claim for unpaid rent or damages arising out of the tenancy, or as the law otherwise requires.

53. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

54. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

55. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

56. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

57. Attorney fees

☐ If Landlord and Tenant go to court over this lease, the side that wins may recover reasonable attorney fees and court costs, if the court awards them.

58. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

59. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

60. Which law applies

North Dakota law and any local law that applies to the Home govern this lease.

61. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

62. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

63. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

64. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

65. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

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, 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.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

66. Notice longer than one month

Notice to move out (tick one):

☐ This lease does not require Tenant to give more than one month's notice, counted from the end of a month, to move out.

☐ Tenant must give Landlord _____ of written notice, counted from the end of a month, before moving out. Tenant's initials:_____. If Tenant has not initialed here, Tenant may end this lease on the last day of a month by giving at least one calendar month's notice.

67. Signatures

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Tenant:_____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in:_____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant:_____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant:_____ Date: _____