

Sample Off-Campus Housing Lease between Students and Landlords

This form is provided as a sample to landlords preparing leases, and to students as a checklist by which to compare materials and information provided by landlords and property managers.

This agreement is made this _____ day of _____, _____, between the following **parties**:

Landlord(s): _____

Address: _____

Phone Number(s): _____

If the landlord is the agent of the owner, the owner's name and address are _____

Tenant(s): _____

Address: _____

Phone Number(s): _____

Property: The property leased by the landlord to the tenant(s) is located at _____

and includes the following furniture and/or appliances: _____

Term: The premises are leased for a term of _____ months, beginning on _____ and ending on _____.

Rent: The monthly rental shall be \$_____ per month, due and payable on the _____ day of each month. In the event that rent payments are not made in full when due, a \$_____ charge may be assessed. Tenants will be notified immediately of each late charge assessed; if so notified, the late charge will be due with the late rent. Unpaid late charges may be withheld from the unused security deposit. Tenants shall be charged \$_____ for each check that is returned to the landlord for lack of sufficient funds.

Obligation of co-tenants: Each tenant under this lease is (a) jointly and severally OR (b) individually liable to the landlord for the rent due. If jointly and severally liable to the landlord, each tenant may be held responsible.

Utilities: Utilities shall be paid as follows:

	Landlord	Tenant
Electricity		
Gas		
Water		
Trash		
Heat		
Other		

Parking: _____ parking space(s) is/are provided with this lease (a) at no additional charge OR (b) at a charge of \$_____ per month.

Security deposit agreement: A landlord has 14 days following the term of the lease by which to return a deposit, or give tenant(s) a written statement of why all or part of the money is being kept. The following guidelines should be included in the rental agreement:

- (a) the kind of fee the landlord is collecting (see the OCSL website for types of fees);
- (b) where the deposit will be held;
- (c) information about interest accrual on the deposit;
- (d) *specific* conditions for refunding the deposit;
- (e) statement acknowledging that funds from the deposit will not be withheld for normal wear and tear resulting from ordinary use.

Landlord's duty to repair and maintain premises: The landlord shall keep the premises and any common areas clean and fit for human habitation and comply with all state and local laws regarding repair and maintenance of the premises. The tenant shall immediately notify the landlord of needed repairs. The following needed repairs shall be completed by the landlord by the dates indicated: _____

Tenant's duty to maintain premises: The tenant shall keep the premises clean and sanitary and comply with all duties imposed on tenants by state and local law. The tenant shall be liable for any damage caused to the premises by the tenant's act or neglect, other than normal wear and tear. The tenant shall be liable for any damage to the premises that he/she permits to be caused by a family member, guest, or person acting under his/her control. Upon termination of the tenancy, the tenant shall restore the premises to their condition at the beginning of the tenancy, except for normal wear and tear.

Alterations to property: No substantial alterations, additions, or improvements shall be made by the tenants without the prior written consent of the landlord. Such consent shall not unreasonably withheld.

Subletting or assignment: Tenants shall not assign this agreement or sublet the premises without the prior written consent of the landlord. Such consent shall not unreasonably withheld.

Pets: The landlord may make decision about allowing pets. The rental agreement should provide guidelines about notification, pet deposits, and kinds of pets allowed.

Storage: Tenants shall be entitled to store items of personal property on the premises (specify locations) during the term of the rental agreement. The landlord shall not be liable for loss of, or damage to, such stored items.

Keys: Tenants will be give _____ key(s) to the premises and _____ mailbox key(s). If all keys are not returned to the landlord following termination of the lease, tenants shall be charged \$____ per key. If a tenant becomes locked out of the premises, he/she will be charged \$_____ to regain entry.

Inspection condition checklist: The lease should provide for a documented move-in condition inspection that will allow tenants and the landlord opportunity to agree upon the condition of walls, floors, carpeting, drapes/blinds, doors, furniture, appliances, and landscaping. The inspection can affect the return of tenants' security deposit when they vacate the rental property. Note that the checklist is intended as a record of the condition of the rental unit, but does not obligate the landlord to make any repairs; tenants should discuss those with their landlord.

Notice for entry: The landlord must give the tenant at least a two-day notice of intent to enter the property at reasonable times. The law states, however, that tenants must not unreasonably refuse to allow the landlord to enter the rental when the landlord has given at least one day's notice of intent to enter at a specified time to show the dwelling to prospective or actual buyers or tenants. Tenants also must not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of emergency, the landlord can enter without notice.

Repairs: The lease should include the kind of notice (telephone or written) required when something in the rental needs to be repaired. The notice must include the address and apartment number of the rental and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those allowable waiting times are:

- 24 hours for no hot or cold water, heat, or electricity, or for a condition that is imminently hazardous to life
- 72 hours for repair of refrigerator, range, and oven, or a major plumbing fixture supplied by the landlord
- 10 days for all other repairs

Destruction of premises: If the dwelling unit is partially or totally destroyed, either party may terminate this agreement upon _____ days' written notice.

Use and quiet enjoyment: The landlord agrees to make a good faith effort to provide for the maintenance of reasonable overall quiet and order throughout the premises. Tenant(s) agree(s) to use the premises for residential purposes only in a quiet, peaceable and lawful manner, and to refrain from any conduct that disturbs the use and quiet enjoyment of tenants in other units or neighbors.

Notice of termination: The following clauses should be included in the rental agreement:

- (a) If this agreement is a lease for a definite term, both landlord and tenants must give notice at lease twenty days before the end of the lease term of their intention to renew the lease, not renew the lease, or create a month-to-month tenancy upon expiration of the lease term.
- (b) If this agreement is for a month-to-month tenancy, landlord or tenants may terminate this agreement by giving written notice at least twenty days before the end of the rental term.
- (c) The landlord shall not terminate the tenancy as an act of retaliation against the tenant for asserting or enforcing rights guaranteed by law or for reporting the landlord to any government agency. This paragraph shall not affect the landlord's rights under Washington law to terminate the tenancy for cause.

Vacating the premises: Upon termination of this agreement, the tenant shall vacate the premises, return all keys to the landlord, remove all personal property, and leave the premises in pre-rental condition, except for normal wear and tear. Check for move-out obligations, such as replacement of lightbulbs, etc.

Additional terms: The landlord may include additional terms, which must be presented prior to all parties' signing the lease.

Amendments to the lease: This lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or agreements, whether verbal or written, relating to the subject matter of this lease. The lease may be modified or amended in writing, with the written approval of all parties obligated under the amendment.

Signatures: All parties to the lease must sign and date the agreement. Any lease for a term longer than one year must be signed before a notary public.