



# RESIDENTIAL LEASE

## Greater Hartford Association of RE



Check off what type of property is being leased.

- Single Family       Condominium       Multi Family

Type in the name of the landlord(s) as they wish their name(s) to appear.

**IN THIS LEASE** the words "we", "us" and "our" mean the Landlord,

Type in ALL the names of the tenant(s) who will be living in the unit.

The words "you" and "yours" mean the Tenant.

Type in the address and unit number that the tenant(s) will be leasing.

\_\_\_\_\_, (City, State)

We agree to lease to you, and you agree to lease from us,

(1) Type in the term. (i.e. January 1, 2020 to December 31, 2020.)

lease. You and we agree to the following terms:

1. **TERM.** The term of this lease starts on \_\_\_\_\_ 20\_\_\_\_, and ends on \_\_\_\_\_ 20\_\_\_\_\_.

2. **RENT.** You will pay us total rent of \$ \_\_\_\_\_. You will pay the total rent in monthly payments of \$ \_\_\_\_\_ on the \_\_\_\_\_ day of every month. The first payment is due \_\_\_\_\_, 20\_\_\_\_\_.

If the first month's rent is not paid within three (3) days of the date specified above, we will assume that you have no intention of taking possession of the Dwelling.

make efforts to re-let the Dwelling. The landlord is not liable for any losses incurred in no let or no deal.

(2) Type in the total amount the tenant(s) will be paying. (i.e. \$1000.00 per month x 12 months = \$12,000.00. So, the total amount will be \$12,000.00.) Then, type in the monthly rent amount and the due date of each payment. (i.e. \$1000.00 due on the 1<sup>st</sup> of every month.) Then, type in the date that payment is due. If the rent is not paid within 3 days of the date specified, the landlord will not provide keys and will make efforts to re-let the Dwelling.

You will pay us a late charge of 5% for each day that the rent is not paid. The late charge will not exceed the lessor of (1) \$5 per day, or the amount of the monthly rent.

**NOTE:** If the rent is subsidized, a late fee can only be assessed on the tenant's portion of the rent.

You will pay the rent to us at our address. We do not send you a bill for the rent or a statement of account.

3. **USE.** You will only use the Dwelling for a dwelling for yourself and your family. You will not let more than \_\_\_\_\_ people live in the Dwelling at any time. You also will not sublease the Dwelling or let any other people live in the Dwelling or assign this lease to anyone else.

You may also use the Dwelling for the reasonable accommodation of guests or visitors who may stay for up to seven (7) consecutive days. You are not allowed to have visitors or guests (whether the same or different) stay in the Dwelling for a total of thirty (30) days in any twelve-month period without our approval.

(3) Type in the total number of people who will be living in the unit. Then, check off the appropriate boxes regarding the landlord's smoking policy.

You, your family, and your guests (whether the same or different) may ( ) may not smoke or vape within the Dwelling.

You, your family, and your guests (whether the same or different) may ( ) may not smoke or vape within twenty-five (25) feet of the Dwelling.

You agree to hold the Dwelling harmless from any liability that threatens the health, safety or right of peaceful enjoyment of the Dwelling or the surrounding property by other residents, neighbors or us. You shall also refrain from threatening, intimidating, yelling or cursing at other tenants or neighbors, as well as us or any of our employees, agents, representatives or contractors. Such activity will be considered a nuisance or a serious nuisance (depending on the circumstances) and may provide the basis for an eviction.

(4) This paragraph talks about abiding by the law. Make sure the tenant(s) understand it.

4. **LAWS.** You will comply with all laws and regulations regarding the Dwelling. You also will not permit any others to violate any laws or regulations in the Dwelling. The use, possession or sale of illegal drugs at the Dwelling is prohibited. You will pay us the amount of any fines or penalties that we have to pay because you or any others violated any laws or regulations in the Dwelling.

(5) Check off the boxes that indicate who will maintain the grounds and snow removal and mow the grass.

5. **CARE OF DWELLING.** You will keep the Dwelling and all fixtures and appliances in a clean and safe condition and will take care not to clog drains, pipes and plumbing. You will pay the cost of cleaning clogged drains, pipes and plumbing, which are clogged due to your use. You will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner.

You will not destroy or damage any part of the Dwelling or any of our furnishings or appliances in the Dwelling. You also will not remove any of our furnishings or appliances from the Dwelling. ( ) You ( ) we will maintain the grounds and remove snow from walks and driveways. ( ) You ( ) we will cut the grass as needed (approximately every week during the growing season). If you do not cut the grass or remove the snow, as agreed, we will hire a person, as needed, to cut the grass or remove the snow. You will pay us for what we have been charged.

\*Make sure the address populates correctly and number the page. (i.e. 2 of 3.)

You agree to dispose of all ashes, garbage, rubbish and other waste from the Dwelling in a safe and sanitary manner and recycle materials designed to be recycled in accordance with state and local laws and any other rules or regulations applicable to the Dwelling.

You shall immediately notify us of any damage to the Dwelling (including, but not limited to, issues with the plumbing or the electrical system) that is hazardous to life, health or safety or such damage or condition that repair or replacement will need to be made to the Dwelling or the contents.

(6) Check off the boxes that represent what utilities the tenant(s) are responsible for that are not included in the rent. Make sure the tenant is aware of what they are responsible for.

If the Dwelling is in a multi-family building, you will not place any items in the common areas.

6. **UTILITIES/SERVICES.** You will pay for the utilities and services in the Dwelling that are checked: ( ) Cold Water; ( ) Hot Water; ( ) Electricity; ( ) Gas; ( ) Heat; ( ) Air Conditioning; ( ) Telephone; ( ) Garbage Removal; ( ) Internet; ( ) Cable; ( ) Other \_\_\_\_\_

The rent will not be reduced if you do not receive any of the utilities or services listed above. You agree to pay for all utilities not provided by us. This lease may be terminated if you fail to pay and/or having the utility service shut off so as to cause a threat to the health, safety or well-being of the Dwelling is a part.

(7) Make sure your tenant understands that they are responsible for changing the batteries in the smoke detectors. Then, check off as to whether the property has a sprinkler system. If it does have a sprinkler system, type in the date of its last service.

7. **SMOKE DETECTORS; FIRE SPRINKLER SYSTEM.** You will inspect all smoke detectors periodically, and will replace worn out batteries when needed. You will notify us promptly if any smoke detector is not operating, and we will then replace it.

**As required by Section 47a-3f of the Connecticut General Statutes, We hereby advise You as follows (CHECK ONE):**

- ( ) **THE DWELLING DOES NOT HAVE AN OPERATIVE FIRE SPRINKLER SYSTEM**
- ( ) **THE DWELLING HAS AN OPERATIVE FIRE SPRINKLER SYSTEM AND THE LAST DATE OF MAINTENANCE AND INSPECTION OF THAT SYSTEM WAS \_\_\_\_\_**

8. **PETS.** ( ) No pets are allowed. ( ) The following pet(s) only are allowed: \_\_\_\_\_ You will keep the Dwelling and the grounds in clean and sanitary condition and free of any damage caused by your pet(s).

(8) Check off whether the landlord is allowing pets and if so, what kind.

9. **CONDOMINIUM.** If the Dwelling is a unit in a condominium, you will abide by the declaration, bylaws, rules and regulations of the condominium association and will not place any items in the common areas. If the Dwelling is a condominium, you have received a copy of the rules and regulations.

(9) If the property is a condominium then give the tenant a copy of the rules and regulations.

10. **PROPERTY CONDITION.** You acknowledge that the Dwelling is in good order and repair, unless otherwise indicated in this lease. You acknowledge that you have inspected the Dwelling, or have had an opportunity to do so, and are satisfied with its physical condition. You also acknowledge that you have inspected the condition of the Dwelling and no promise to decorate, alter, repair or replace any items otherwise indicated in this lease.

(10) This paragraph talks about the condition. Make sure the condition is acceptable to both the tenant and the landlord on the move-in day. Take photos.

11. **ENTERING DWELLING.** We may enter the Dwelling at reasonable times to make necessary repairs or changes that we are required to make, or to supply the utilities or services that we have agreed to supply. We may also enter the Dwelling at reasonable times to show the Dwelling to prospective tenants, workmen or contractors.

(11) This paragraph refers to the landlord entering the dwelling. It talks about reasonable notice to enter. If your tenant wishes a 24-hour notice then that is to be written in on line 25. Line 11 is also the paragraph that expresses the tenant shall be cooperative if the landlord is selling the property and a buyer needs to see the unit. Make sure the tenant understands this.

We will give you reasonable notice of our intent to enter the Dwelling to enter the Dwelling. We may also enter the Dwelling at any time without notice.

12. **DAMAGE TO DWELLING.** You will not have to pay rent if the Dwelling is substantially affected because the Dwelling is damaged by fire or other casualty and you do not continue to occupy any portion of the Dwelling. If you caused the damage or destruction or unless you continue to occupy any portion of the Dwelling, your rent shall be reduced by the decrease in the fair rental value of the Dwelling. You may carry your own policy of renters insurance for liability and for damage to your personal property in the Dwelling.

(12) This paragraph talks about damage to the dwelling. Make sure the tenant(s) understand it. This may be a good time to encourage the tenant to think about renter's insurance. (No one can make the tenant get renter's insurance.)

If any part of the Dwelling is damaged by fire or other casualty and you do not decide to cancel the lease, we will give you notice within fifteen days of the date of the damage. The lease will end on the date that we give in our notice to you. We will give you notice of the damage within a reasonable time.

13. **CONDEMNATION.** ~~If any part of the building is condemned, we shall have the right to cancel this lease. If we decide to cancel the lease, we will give you notice within fifteen (15) days after the date of the condemnation. The lease will end on the date that we give in our notice to you.~~

You will not be entitled to any payment from the government expenses. All other payments from the government because of such condemnation will be paid to us.

(13) This paragraph talks about condemnation. Make sure the tenant(s) understand it.

14. **CHANGES.** ~~You will not make any changes in the Dwelling or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures or furnishings with to make any changes, any items that you install in the Dwelling will until the lease ends.~~

We will not paint or make any other changes in the Dwelling except the following:

(14) Type in what the landlord is willing to do as far as painting, new carpet, etc. If nothing, then, type nothing.

15. **REMOVAL OF PROPERTY.** ~~When this lease ends, you will leave the Dwelling and remove all your property and the property of others. If you fail to remove your property or abandoned and may dispose of it as we deem appropriate. You and you will repair any damage that was caused by yourself or~~

(15) This paragraph talks about the removal of the tenant's property and the repairs to damage made by the tenant or the tenant's acquaintances. Make sure the tenant understands it.

16. **DEFAULT.** You will be in default under this lease if:

- (a) You do not make a payment of rent within ten (10) days after it is due; or
- (b) You violate or do not do any of the things you agree to do under this lease; or
- (c) You vacate the Dwelling or do not live in the Dwelling for a

If you are in default under this lease, we may send you a notice and that we give in our notice to you.

(16) This paragraph talks about default of the rent. Make sure the tenant understands it.

If you do not do any of the things you promise to do under this lease, you will pay us the amount that we pay to do the things that you did not do. You also will pay us the total rent stated in section 2 of this lease less the amount of rent that you shall already have paid.

You also will pay us interest on any amount you owe us which is past due. The interest will be at the rate of twelve percent (12%) per year.

If you are in default under this lease and if we refer the matter reasonable attorney's fee and costs. If we refer this matter to an attorney, you will pay us an attorney's fee not in excess of the judgment we obtain against you. You will also pay us all of our other

(17) This paragraph talks about locks and keys and how the tenant is not to change the locks or add a lock. If they do, then, the tenant is required to give the landlord a copy of the keys. Make sure the tenant understands this paragraph.

17. **LOCKS AND KEYS.** We shall provide a lock for your exterior door. So as to not restrict our ability to provide you with maintenance and emergency services, you agree that no additional locks shall be placed on any doors of the Dwelling, nor shall locks be changed without our permission. If locks are added or changed, you shall provide us with keys to all such locks. Upon termination of this lease, you shall return all keys to the Dwelling to us.

18. **SECURITY DEPOSIT.** You will deposit with us before \_\_\_\_\_, 20\_\_\_\_, \$ \_\_\_\_\_ as a security deposit.

If the security deposit is not paid within three (3) days of the date specified above, we will assume that you have no intention of taking possession of the Dwelling. As a result, we will make efforts to re-let the Dwelling. The parties understand and detainer or for any losses incurred in no longer being able to

(18) Type in the date the deposit is due BEFORE. Then type in the amount due. If the rent is not paid within 3 days of the date specified, the landlord will not provide keys and will make efforts to re-let the Dwelling.

If you are in default under this lease, we may use the security deposit we use under this lease. If you fulfill all of your agreements under this lease, we will return the security deposit to you within twenty-one (21) days after the lease ends. We will place the security deposit in an escrow account and will pay interest on the security deposit as required by law. We acknowledge that we are required to provide you with written notice of the name and address of the financial institution at which such security deposit is held within thirty (30) days of receipt.

If you do not take possession of the Dwelling within \_\_\_\_ days of the signing of this lease, then we will assume that you have no intention of taking possession of the Dwelling. As a result, the keys to the Dwelling will not be provided, and we will make efforts to re-let the Dwelling. The parties understand that should this occur, you may not sue us for entry and detainer or for any losses incurred in no longer being able to possess the Dwelling.

Property Address \_\_\_\_\_

**(19)** Talks about if the landlord sells the property and how the sale will sever any liability and responsibility the landlord had to the tenant. Also, that the tenant's security deposit will be assigned to the new landlord.

**19. SALE OF PROPERTY.** If we sell the property, we shall not be liable for any event that happens after you receive written notice that we have sold the property. In addition, if we sell the property, any security deposit that you give us will be assigned to the new owner of the property, and we shall not have any further liability to return the security deposit to you.

**(20)** Talks about if the tenant holds over once the lease term expires. The lease will be on a month-to-month basis and that either party can cancel the lease at any time. Make sure the tenant understands this paragraph.

**20. HOLD-OVER.** If you continue to occupy the Dwelling with our consent after the lease term expires, the lease shall continue on a monthly basis. In that case, either you or we can send a notice to terminate the lease. All other terms of this lease will still apply.

**21. MISCELLANEOUS.** If there is more than one of you who signs this lease, then each of you agrees to pay the entire amount that you owe us. We can delay enforcing any of our rights until all tenants have paid their share. If we release any of you from this lease, the rest of you shall still pay the amount you owe us. We shall give you more time to pay the amount you owe us.

**(21)** This paragraph talks about there being more than one tenant in the dwelling and how all tenants are responsible for the rent even if one tenant moves out and is relieved of payment. Make sure your tenant(s) understand this.

**22. MANAGER.** The name and address of the person authorized to manage the property for the landlord is \_\_\_\_\_

**(22)** Type in the name of the person or company managing the property for the landlord if there is one. Also, type in the name of the person who is authorized to receive notices. Make sure your tenant(s) make note of these names and get phone numbers if they are available.

The name of the person who is authorized to manage the property for the landlord is \_\_\_\_\_

We may name different persons or different addresses; we shall give you written notice of any such changes.

**23. SEPARATE PROVISIONS.** If any provision of this lease is found to be unenforceable, the remaining provisions of this lease will still apply.

**(23)** This paragraph talks about how if any portion of this lease becomes unenforceable then the rest of the lease will still apply.

**24. BINDING EFFECT.** This lease shall be binding upon you and us and our and your respective successors, heirs, executors and administrators.

**(24)** This paragraph talks about how this lease is binding on the tenant(s) and landlord and on the heirs, successors, and assigns of both. Make sure your tenant(s) understand this.

**25. OTHER CONDITIONS:** \_\_\_\_\_

**(25)** This is where you type in other conditions that are negotiated between the tenant(s) and the landlord. (i.e. 24-hour notice to enter the property, tenant(s) can paint the walls a certain color, if dogs are allowed the weight of the dogs allowed, the breeds allowed, etc.)

\_\_\_\_\_  
**(Tenant Initials) If the property contains a private or semipublic well, Tenant acknowledges receipt of the educational materials prepared by the CT Department of Public Health advising of the importance of well water testing and the website for more information.**

US (Landlord)

YOU (Tenant)

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

Effective October 1, 2022, owners of properties must provide an educational document created by the Connecticut Department of Public Health (DPH) to the prospective buyer or tenant "prior to the sale, exchange, purchase transfer or rental of real property on which a private or semipublic well is located." When represented by a real estate licensee, a prospective buyer or tenant shall be provided that document by such licensee.

**Signatures:** All tenants who will be living in the unit to sign and date along with the landlord.  
**\*\*\*Make sure you get the name and address of the person collecting the rent. If it is the management company then make sure you get their address and/or where the check is to be sent/delivered. Make sure the tenant(s) understand this.**