

# Condominium Lease Agreement

State of \_\_\_\_\_

This Lease Agreement is entered into between \_\_\_\_\_ (Landlord) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_ and \_\_\_\_\_ (Tenant) whose primary address is \_\_\_\_\_ and can be contacted via \_\_\_\_\_. This Lease Agreement is to be effective as of \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year.

The Tenant agrees to lease the property from the Landlord with consideration of the covenants and obligations contained herein. The parties agree to lease the Property under the following terms and conditions:

## 1. The Property

The Tenant is hereby granted a lease from the Landlord of the condominium ("Property") located at \_\_\_\_\_. The Property has a unit number of \_\_\_\_\_ in a condominium association known as \_\_\_\_\_.

*Please tick the applicable one.*

The property is a condominium and contains \_\_\_\_ Bedroom(s), \_\_\_\_ Bathroom(s).

The Property is to be ( ) Furnished, ( ) Part Furnished or ( ) Unfurnished.

## 2. Lease Type

*Please tick the applicable one.*

( ) Fixed Lease. The Tenant will occupy the Property starting from \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year and ending on \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year at 11:59pm ("Lease Term"). At the end of the Lease Term if no renewal is granted, the Tenant shall:

( ) Continue to lease the Property on a month-to-month basis.

( ) Vacate the property

( ) Month-to-Month Lease. The Tenant will occupy the Property on a month-to-month basis starting from \_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year and ending on \_\_\_\_ days of written notice from either Party to the other Party ("Lease Term").

### 3. Rent

The Tenant shall pay the Landlord the monthly rent of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) during said term, equating to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually. The rent will be payable on the \_\_\_\_\_ of each calendar month in advance. Rent will be paid by the Tenant to the Landlord by mail or in person by check, money order, cash, PayPal or other, and will be payable in U.S. Dollars. The Tenant shall pay to the Landlord the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the event that any payment is returned to the Tenant by the bank unpaid due to insufficient funds or any other reason.

### 4. Late Fee

In the event that the Tenant is late with any payment required to be paid then the Landlord shall be entitled to such payment or other charges due hereunder, a late charge of \_\_\_\_\_% of the balance due for each day that the payment is late.

### 5. Security Deposit

Upon entering this Lease Agreement, the Tenant will pay a security deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Landlord. The security deposit will be kept safely by the Landlord as security for the Tenant's performance of the obligations under this Lease Agreement including any damages to the Property by the Tenant during the Lease Term. Upon failure to carry out the obligations under this Lease Agreement the Landlord may recover any amount required to remedy the breach at a maximum of \_\_\_\_\_ month's Rent. The Landlord will, however, provide the Tenant with a written notice of the required use of the security deposit. The Landlord will pay to the Tenant any interest (less any service fee charge) acquired on the security deposit during the holding period. The Landlord promises to return the security deposit back to the Tenant upon returning possession of the Property to the Landlord in the same condition as originally acquired, with the exception of normal wear and tear. The Landlord will return the security deposit minus any payment required for remedy of a breach (to be notified via written notification of the reasons why to the Tenant), within \_\_\_\_\_ days after the termination of the Lease Term.

### 6. Parking

The Tenant has the right to \_\_\_\_\_ parking spaces located at \_\_\_\_\_. The Tenant shall be charged a monthly fee (in addition to the Rent) of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which shall be payable to the Landlord. The Tenant is to register the vehicles occupying the space(s) with the Landlord.

### 7. Utility and Services

The Tenant shall at their own expense pay promptly for all charges for furnishing to the Property (water, electricity, garbage services, and other public utilities). The Landlord shall at their expense provide the following utilities or services \_\_\_\_\_.

### 8. Use of the Property

The Property shall be used and occupied for residential purposes only and the Tenant will not take part in any behaviour resulting in the Property becoming unfit to live in and interfering with the

rights of others to enjoy their Property. The Tenant will not use the Property for any illegal purpose or acts. The Tenant will be responsible for any illegal acts being carried out on the Property, whether knowledge was obtained or not.

#### **9. Possession of the Property**

The Tenant will be permitted to take possession of the Property upon the starting date of the Lease Term if both the security deposit and first month's rent payment has been paid. If the Landlord is unable to deliver possession to the Tenant at no fault of their own, the Landlord will not be liable for any damages and the Tenant will not be required to pay any Rent until possession occurs. If possession is not granted within 30 days from the starting date of the Lease Term, the Tenant has the right to terminate this Lease Agreement.

#### **10. Condition of the Property**

The Tenant acknowledges that a thorough inspection has been conducted and the Property is in good repair and condition for the residential use. The Tenant agrees to accept the Property for the condition it is in.

#### **11. Alterations**

The Tenant shall not conduct any alterations, improvement or additions to the Property without obtaining prior written consent from the Landlord. Upon the Landlord's approval, the Landlord must first approve the contractors carrying out the alterations, improvement or additions to the Property.

#### **12. Pets**

The Tenant will not have or keep any pets on any part of the Property. If the Tenant does have or keep any pets on the Property, the Landlord is entitled to a pet deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Properly trained pets that provide assistance to those with disabilities may be permitted upon acquiring the Landlord's prior consent, which shall not be unreasonably withheld.

#### **13. Smoking**

Smoking of any kind is prohibited on any part of the Property.

#### **14. Tenant's Conduct**

The Tenant shall not conduct or hold on the Property any activity or item that is deemed dangerous, flammable or explosive which could result in the danger of fire on the Property. If an increase in the fire insurance premium occurs the Tenant is liable to pay the increase.

#### **15. Compliance**

The Tenant promises to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

#### **16. Indemnity**

The Landlord shall not be liable for any damage to any person, or any property occurring on the Property. The Tenant agrees to not pursue any claims or damages against the Landlord unless the damage is caused solely through the Landlord's negligence. It is recommended to the Tenant that renter's insurance is to be purchase upon commencement of this Lease Term.

### **17. Right of Entry**

The Landlord may with at least 24-hour prior notice and consent from the Tenant enter the Property to make alterations, improvements, repairs or inspect the Property. The Tenant is not to unreasonable withheld the consent required. If an emergency occurs the Landlord has the right to enter the Property immediately without consent, this is not to be used to harass or abuse the Tenant. If the Tenant commits a breach of this Lease Agreement, the Landlord has full rights to terminate this Agreement in accordance with State law and re-enter and re-claim the possession of the Property, in addition to such other remedies available to the Landlord.

### **18. Assignment and Subletting**

The Tenant shall under no circumstances assign this Lease Agreement, or sublease or grant any license to use the Property or any part thereof without the Landlord's prior written consent. Any assignment, sub-let or license without the Landlord's consent shall be deemed null and void and the Landlord shall have the right to terminate the Lease should (s)he wish to do so.

### **19. Access**

*Please tick the applicable one.*

The Landlord is to provide the Tenant with access to the Property via ( ☐ ) Keys, ( ☐ ) Fob, ( ☐ ) Access card or ( ☐ ) other: \_\_\_\_\_. Any duplicate copies of the access is to be authorised via written consent to the Tenant from the Landlord. If the Tenant requires a replacement, the Tenant is to pay the Landlord the reasonable required fee. Upon the end of the Lease Term all access is to be returned to the Landlord or the Tenant faces a penalty of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Tenant will not alter or replace any form of access to the Property without prior written consent from the Landlord.

### **20. Multiple Tenant's or Occupant(s)**

Any considered Tenant or Occupant(s) of this Property is deemed jointly and individually liable for all Agreement's under this Lease Agreement.

### **21. Common Areas**

The Tenant shall have the same rights as the Landlord to use the areas that are maintained by the Condominium Association.

### **22. Maintenance and Repair of the Property**

The Tenant promises to keep the Property in good condition and repair during the Lease Term at their expense with consideration of normal wear and tear. The Tenant will not remove any fixtures or appliances from the Property for any reason. The Tenant promises to inform the Landlord if any repairs to the Property are required. The Tenant will not make any alterations, additions or improvements to the Property without prior consent from the Landlord.

### **23. Sale of the Property**

Upon sale of the Property by the Landlord to a new owner, the Landlord shall provide the Tenant with notification and their contact details within \_\_\_\_ days of the sale.

## **24. Default**

Defaults of this Lease Agreement may include, but is not limited to:

- (a) the Tenant and/or Occupant(s) violate this Lease Agreement, fire safety, health, rules or criminal laws.
- (b) The Tenant does not pay rent or other amounts that are owed within a reasonable period.
- (c) The Tenant or any Occupant(s) is arrested, convicted or given deferred adjudication for a criminal offence.
- (d) The Tenant abandons the Property.
- (e) The Tenant gives incorrect information in the rental application.
- (f) Any illegal drugs are found on the Property.

Upon default the Landlord is to provide the Tenant with written notice as setting out the non-compliance and indicating the Landlord's intention to terminate this Lease Agreement. If the Default is due to a failure to pay the Rent the Landlord may demand the entire annual balance of Rent to be payable immediately, if the balance is not paid within seven days the Landlord shall have the right to terminate this Lease Agreement. In addition to the termination of the Lease Agreement, the Landlord may exercise all rights to any remedies available to the Landlord at law or in equity.

## **25. Early Termination**

The Tenant shall have the right to terminate this Lease Agreement early provided written notice giving at least \_\_\_\_\_ days' notice is given to the Landlord along with an early termination fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) and all Rent payments due until the natural termination of this Lease. The Landlord may terminate this Lease Agreement early by providing written notice giving at least \_\_\_\_\_ days' notice to the Tenant, the Tenant will then not be responsible for any remaining Rent payments after the notice period.

## **26. Surrender of Property**

The Tenant will surrender the Property upon either the Lease Term end date or upon the Landlord gaining right to access the Property, whichever comes first. Upon surrender of the Property the Tenant promises to surrender the Property in the same good condition as it were upon commencement of the Lease Term, with the exception of reasonable wear and tear.

## **27. Property Becomes Unhabitable**

Upon the Property being deemed unhabitable due to damage beyond repair, the Tenant has the right to terminate this Lease Agreement by written notice to the Landlord. The Tenant will only be liable to pay the costs for all repairs and loss of income due to restoring the Property back to a liveable condition if the damage was caused by the Tenant's negligence.

## **28. Guests**

No other person except the Tenant or Occupant(s) is to reside at the Property for a period of more than 48 hours unless prior written consent from the Landlord is obtained.

## 29. Notices

Any notice required under this Agreement must be in writing. The notice is to be effective upon receipt and shall be delivered in person, sent by:

- (a) certified mail, postage prepaid, return receipt requested
- (b) by facsimile or email
- (c) in person
- (d) by a commercial overnight courier that can guarantee next day delivery and provide a receipt.

to the address stated above or any other address as is given with reasonable notice to the other party.

## 30. Governing Law and Venue

This Lease Agreement will be governed, construed and interpreted by, through and under the Laws of the State of \_\_\_\_\_. The Parties further agree that the venue for all disputes related to this Lease Agreement shall be at \_\_\_\_\_ County, \_\_\_\_\_ State.

## 31. Severability

If any part of this Lease Agreement is deemed invalid by court order, judgement or other operation of law, the remaining parts of this Lease Agreement shall remain fully valid and enforceable.

## 32. Acknowledgements

The Parties are executing this Lease Agreement voluntarily and without any duress or undue influence. The parties fully understand the effect of the Lease Agreement and the binding effect it shall have.

**Signature**

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**LANDLORD'S SIGNATURE**

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**TENANT'S SIGNATURE**

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**LANDLORD'S PRINTED NAME**

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**TENANT'S PRINTED NAME**