

# RESIDENTIAL LEASE

## 1. Date of Lease; Parties

This Lease is made on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, Landlord, and \_\_\_\_\_

Tenant(s). The parties shall be referred to as "Landlord" and "Tenant" in the remaining provisions of this Lease.

## 2. House or Apartment Leased

Landlord hereby leases to Tenant the house and grounds or apartment or unit located at \_\_\_\_\_, Unit Number \_\_\_\_\_, \_\_\_\_\_ (town), Connecticut \_\_\_\_\_ referred to in this Lease as "the Premises."

## 3. Parking and Garage Space (if applicable)

This Lease includes \_\_\_\_\_ number of parking spaces not located in a garage, exclusively for Tenant's personal use. \_\_\_\_\_ (Landlord's Initials)

Additional identification and parameters regarding the location or use of parking spaces:

This Lease includes the use of a garage which includes \_\_\_\_\_ number of parking spaces, exclusively for Tenant's personal use. \_\_\_\_\_ (Landlord's Initials)

Additional identification and parameters regarding the location or use of the garage:

## 4. Term of Lease

The term of this Lease is \_\_\_\_\_. It begins on \_\_\_\_\_, \_\_\_\_\_ and ends on \_\_\_\_\_, \_\_\_\_\_ at 11:59 p.m. ("Termination Date"). Tenant shall remove Tenant and all of Tenant's possessions and personal property by the Termination Date.

## 5. Rent; Time and Manner of Payment of Rent

The total rent for the term of this Lease is \$ \_\_\_\_\_. The rent must be paid in equal monthly installments of \$ \_\_\_\_\_ to the Landlord at the address \_\_\_\_\_

on the \_\_\_\_\_ (1st unless filled-in) day of each month for the term of the Lease. Tenant shall make all rental payments in the form(s) of \_\_\_\_\_. If the form of payment agreed to herein includes cash, Landlord shall provide at the time of receipt of cash rental payment a receipt stating the date payment was received, the amount of the payment received and the purpose for which payment was made. There is a \$ \_\_\_\_\_ late fee of any rental installment that is received by Landlord more than 10 days late.

Payment for the first month's rent is due on or before \_\_\_\_\_.

Payment for the last month's rent is due on or before \_\_\_\_\_.

## 6. Security

Tenant has paid the sum of \$ \_\_\_\_\_ as a deposit, receipt of which is acknowledged by Landlord as the Security Deposit for this Tenancy and the first monthly installment of rent. [Note: Tenants 62 or over are limited by law to one (1) month's security deposit plus first month's rent, and Tenants under

age 62 are limited by law to two (2) months security deposit plus first month's rent.] The deposit sums shall be refundable as permitted by law upon Tenant's vacating the premises, leaving the premises in broom clean condition and returning the keys to the Landlord at the address designated in this Lease.

Landlord shall hold Tenant's Security Deposit in escrow as may be required by law. Under the law, Tenant may be entitled to interest on such security deposit. If such is the case, interest shall be paid to Tenant at the prescribed interest rate set forth by law.

If Tenant fails to make any payments of rent or defaults under any other obligations of this Lease, Landlord may use the security in payment of such rent or in payment of any sums Landlord may be forced to spend because of Tenant's default, as permitted by law. If Landlord does so use the security, then he shall notify Tenant in writing of the amount so used along with an itemized list detailing the nature and dollar amount of the damages.

If at the end of the term of the Lease Tenant has made all payments of rent required and fully complied with all the other obligations under the Lease, then Landlord shall return the full amount of the security to Tenant together with any interest that may be required by law within the time frame allowable by law: within 30 days after termination of the tenancy or within 15 days of Landlord receiving Tenant's written notice of Tenant's forwarding address, whichever is later.

Tenant understands and agrees Tenant shall not have the option to apply any part of the Security Deposit towards Tenant's obligation to pay the last month's rent. Tenant is still obligated to pay the final month's rental payment to Landlord at the address listed above for paying rent. \_\_\_\_\_ (Tenant's Initials)

**7. Use of Premises**

The Premises must be used and occupied only and solely as a private dwelling for Tenant and Tenant's immediate family, to live in, which constitutes a total number of \_\_\_\_\_ occupants, including minors. It may not be used for any other purpose. Any full-time occupancy by any other party is prohibited unless Landlord consents in writing, which consent shall not be unreasonably withheld. Full-time occupancy is defined as occupancy that is continuous occupancy at the Premises for \_\_\_\_\_ or more number of days.

Tenant will not store any unregistered automobiles, motorized contrivances, building materials, hazardous materials, illegal substances, or other personal property in, on, or upon the inside or outside grounds of the Premises.

Tenant MAY NOT keep \_\_\_\_\_ (Landlord's Initials) pets on the Premises. \_\_\_\_\_ (Tenant's Initials)

-or-

Tenant MAY KEEP \_\_\_\_\_ (Landlord's Initials) \_\_\_\_\_ as pet(s) on the Premises and outside grounds.

Specify number and type of pet(s) if any

Tenant shall keep the pets healthy and well groomed. Tenant shall also keep the interior of the Premises and outside grounds free from animal waste, litter and other noxious or unhealthy animal byproducts, including but not limited to bugs, ticks and fleas.

**8. Condition of Premises**

It is understood that Tenant will take possession of the Premises in its present condition.

Any appliances located in the Premises on the date of this Lease are furnished solely for the convenience of Tenant and are not a part of this Lease. Tenant acknowledges that any appliances present on the Premises at the beginning term of the Lease remain the property of the Landlord and shall not be removed by the Tenant

without the Landlord's express, written permission. Landlord shall maintain in good and safe working order all appliances Landlord supplies for Tenant's use at the unit during Tenant's Lease Term. However, any damage to appliance(s) caused by Tenant's misuse, neglect or destruction shall be Tenant's obligation to pay. In the event the damage to appliance(s) is caused by Tenant, Landlord shall have the option to front the cost of making the necessary repairs or replacement and Landlord may subsequently request reimbursement from the Tenant. If Landlord requests reimbursement from the Tenant, Landlord shall provide Tenant with a copy of a paid receipt for each repair or replacement.

\_\_\_\_\_ (*Applicable if initialed by Tenant*) Tenant shall keep the outside driveways and walkways free from snow and ice and accumulations of litter and debris and shall mow the lawn when necessary to maintain a neat appearance to the outside grounds.

The Premises has the required number of operative smoke and carbon monoxide detectors. Tenant acknowledges that there are smoke and carbon monoxide detectors present at the Premises. Tenant shall not do any act which serves to disable or damage the smoke or carbon monoxide detectors. In the event that a smoke or carbon monoxide detector malfunctions, Tenant shall promptly notify Landlord.

### 9. Requirements of Law

**Fire Sprinkler System Disclosure:** This unit has an operative sprinkler system  YES \  NO. If YES, date of last inspection \_\_\_\_\_ and date of last maintenance \_\_\_\_\_ .

Tenant shall comply with all the sanitary laws, ordinances and rules, and all orders of the local department of health or health district or other authorities, including zoning authorities, affecting the cleanliness, occupancy, use and preservation of the interior and exterior of the Premises and the sidewalks adjacent to the Premises during the term of the Lease. If the Premises is subject to rules of a homeowners or unit owners association, tenant agrees to comply with all such rules and regulations and shall hold Landlord harmless from any fines or assessments imposed as a result of Tenant's, Tenant's family or Tenant's invitees' conduct. Landlord has provided a copy of the rules to Tenant prior to or simultaneous with the execution of this Lease.

\_\_\_\_\_ (Tenant's Initials) \_\_\_\_\_ (Landlord's Initials)

### 10. Access to Premises

Tenant understands that Landlord, Landlord's agents, servants and contractors may enter into and upon the Premises, or any part thereof, at any time in event of emergency without Tenant's consent. Landlord shall give reasonable advance notice to Tenant of Landlord or Landlord's agents, servants or contractor's request to enter into the interior of the unit at any reasonable time for any purpose. Tenant shall not unreasonably withhold consent to Landlord's request for entry for a reasonable purpose, as defined under Connecticut General Statutes Sec. 47a-16(a).

Tenant understands and agrees reasonable request for entry includes but is not limited to Landlord or Landlord's agent requesting entry for the purpose of showing the property to a prospective purchaser at any point during the term of the Lease, and also includes request for entry for the purpose of showing the property to prospective tenants within \_\_\_\_\_ days of the Termination Date of this Lease. \_\_\_\_\_ (Tenant's Initials)

### 11. Fuel, Heat, Gas, Electricity, Telephone and other Utilities

Landlord and Tenant agree Tenant shall pay all charges for the following items initialed by Tenant:

\_\_\_\_\_ fuel (including fireplace wood, propane, oil, & gas) needed to heat the Premises

\_\_\_\_\_ hot water

\_\_\_\_\_ electricity

_____ cable television	_____ municipal water
_____ telephone	_____ internet _____
_____ snow removal	_____ trash and recycling
_____ lawn care including mowing	_____ other (specify) _____
_____ HOA fees	_____ other (specify) _____
_____ open and close pool/sprinkler system	_____ other (specify) _____

(Applicable if initialed)

\_\_\_\_\_ Landlord has a Heating Fuel Service Delivery contract with \_\_\_\_\_ heating fuel service company. Tenant may purchase heating fuel from this company at Landlord's contracted rate of \$ \_\_\_\_\_, as outlined in Landlord's Fuel Service Delivery contract with said company or may choose to purchase fuel from a company of their choosing.

**12. Damage by Fire or Other Casualty**

If the Premises, or any part thereof, shall be slightly damaged by fire or other casualty during said term, the Premises shall be promptly repaired by Landlord and an abatement will be made for the rent corresponding with the time during which and the extent to which said Premises may have been uninhabitable, but if the building should be so damaged that Landlord shall decide to rebuild, Landlord shall give Tenant written Notice of this decision, the Lease shall terminate effective as of the date of the written Notice and Tenant shall pay all rent due and owing to Landlord through to the date of the fire or other casualty.

**13. Alterations by Tenant**

Tenant shall not make any alterations, additions, or improvements to the Premises without the written consent of Landlord. The kinds of alterations, additions or improvements referred to are those which are of a more or less permanent nature, such as new floors, partitions, wallpaper and paneling. If consent of Landlord is given, then any or all such alterations, additions or improvements, may, if Landlord wishes, become the property of Landlord at the end of the term of the Lease. However, if Landlord wishes, Landlord may require Tenant to remove any or all of such alterations, additions or improvements at the end of the term of the Lease and restore the Premises to the condition it was in when the term of this Lease began fair wear and tear excepted.

If initialed by Landlord here: \_\_\_\_\_ Tenant has Landlord's express written permission to paint the walls of the interior of the premises. However, Tenant shall be required to return the walls to their original condition by painting the walls to the same color as at the start of the Lease by the last day of the Lease Term. If Tenant does not repaint the walls to the same color as at the start of the Lease upon vacating the premises, Tenant shall be liable for Landlord's expenses reasonably incurred for repainting the walls the same color as at the start of the Lease, which includes at Landlord's option, hiring painters to paint the walls, along with the cost of any paint and paint supplies reasonable and necessary. \_\_\_\_\_ (Tenant's Initials).

If Landlord and Tenant initial here: \_\_\_\_\_ (Landlord) \_\_\_\_\_ (Tenant), then Landlord and Tenant intend and agree there is an Addendum ("Addendum") attached and incorporated into this Lease outlining customization options or restrictions in greater detail, and both Landlord and Tenant agree to be bound to the terms and conditions contained in the Addendum as additional Terms of this Lease Agreement.

**14. Other Terms:**

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**15. Liability of Landlord; Reimbursement by Tenant; Insurance**

If Landlord must pay any damages for a claim arising from the fault of Tenant, then Tenant must reimburse Landlord for any such sums paid. In addition, Tenant must reimburse Landlord for any reasonable expense Landlord reasonably incurred in defending against such claim, whether or not Landlord has to pay any damages.

\_\_\_\_\_ If Landlord has initialed at the beginning of this paragraph, then during the term of this Lease, Tenant, at its expense, shall carry liability insurance at a limit of not less than \$ \_\_\_\_\_. Tenant further agrees to furnish Landlord, prior to occupancy, with a certificate of insurance evidencing Tenant has secured the insurance required by this paragraph.

During the term of this Lease, Tenant, at its expense, may carry personal liability or personal property liability insurance.

**16. Assignment and Sublease**

This Lease may not be assigned, nor may the Premises be sublet, without the advance written consent of Landlord. Such consent shall not be unreasonably withheld. Any such assignment or sublease does not relieve Tenant of any of Tenant's obligations or liability under this Lease. The subtenant shall be bound by and subject to all the terms of this Lease.

**17. Quiet Enjoyment by Tenant**

As long as Tenant pays the rent and is not in default on any of the conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of the Lease.

**18. Warranty of Habitability**

Landlord represents and states that the Premises and all areas used in connection with it are fit for human habitation and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

**19. Waiver by Landlord or Tenant Limited**

If either Landlord or Tenant waives or fails to enforce any of their rights under the Lease, this does not waive or void any other rights under the Lease, unless prohibited by law. Further, if Landlord or Tenant waives or fails to enforce any of their rights under a specific paragraph of the Lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

**20. Invalidity or Illegality of Part of Lease**

If any part of this Lease is determined to be invalid or illegal, then only that specific part shall be void, it shall have no effect, and it shall be disregarded. Notwithstanding, all other parts of the Lease shall remain in full force and effect.

**21. Modification or Change of Lease**

This Lease and the provisions herein shall only be changed or modified by a written agreement signed by both Landlord and Tenant.

**22. Persons Bound by Lease**

It is the intent of the parties that this Lease shall be binding upon Landlord and Tenant and upon any parties who may in the future succeed to their interests.

**23. Surrender of Premises**

At the expiration of the term of this Lease, Tenant shall surrender the Premises in as good a state and condition as the Unit was in when the term began, fair wear and tear excepted.

**24. Termination of Lease**

The Lease shall terminate on the Termination Date. This Lease shall only be terminated prior to the stated Termination Date upon the written and signed agreement of both Landlord and Tenant stating an exact date the Lease shall end, and such date shall be substituted in this Lease as the New Termination Date. Should Landlord find Tenant or Tenant's personal property remaining in the Unit beginning on the first day after the Termination Date, Landlord at Landlord's option may begin the process of evicting Tenant as permitted and outlined by law. If Landlord chooses not to begin the eviction process, and in the absence of a new Lease between Landlord and Tenant, Tenant shall pay Landlord Fair Use and Occupancy in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_, due and payable to Landlord on \_\_\_\_\_ at the location listed in paragraph 5 titled "Rent; Time and Manner of Payment of Rent," As allowable by law, by accepting one or more Fair Use and Occupancy payment(s) from Tenant, Landlord shall not be deemed to have waived, voided, or precluded Landlord's ability to evict Tenant or to sue Tenant for any damages sustained as a result of Tenant's continued occupancy at the Unit past the Termination Date, or New Termination Date (as applicable). Further, by accepting one or more Fair Use and Occupancy payment(s) from Tenant, Landlord is not agreeing to a new Lease but rather shall be deemed to be collecting reasonable monies owed to Landlord for Tenant's continued possession, use, and occupancy of Landlord's property.

**25. Captions for Paragraphs of Lease; Use of Form**

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect. The parties acknowledge, agree and understand that this form has been made available by the Connecticut Association of REALTORS®, Inc. (CTR) for the sole use of its Members and their client(s) as a convenience. CTR assumes no responsibility for its use or content and is not a party to this Lease or otherwise related to or involved in this Contract in any way.

**26. Review by Counsel**

All parties to this Lease understand and agree they have had the opportunity to review this Lease, and to have this Lease reviewed by their own attorney prior to signing this Lease.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

**26. Review by Counsel**

All parties to this Lease understand and agree they have had the opportunity to review this Lease, and to have this Lease reviewed by their own attorney prior to signing this Lease.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date