

# Residential Rental Agreement

(sample)

Tenant(s), \_\_\_\_\_, and \_\_\_\_\_, mailing address \_\_\_\_\_, telephone \_\_\_\_\_, agree to rent from Owner(s), \_\_\_\_\_, mailing address \_\_\_\_\_, telephone \_\_\_\_\_, the following premises:

<b>Address:</b>		<b>Unit No.</b>	
<b>City:</b>	<b>County:</b>	State of Utah	
<b>The residence consists of:</b>			
Bedroom(s)		Bathroom(s)	
Living Room		Family Room	
Garage		Other	
		Kitchen	
		Storage	
		Other	

**Initial Payments:**

Received from \_\_\_\_\_, and \_\_\_\_\_, Tenant(s), sum of \$\_\_\_\_\_ paid by \_\_\_Cash, \_\_\_Check, \_\_\_Money Order, \_\_\_Other (\_\_\_\_\_) (specify if Other) as payment to be applied as follows:

Rent for period from _____ through _____	\$
Last Month's Rent	\$
Refundable Security Deposit	\$
Nonrefundable Deposit	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

1. **Term.** This agreement shall begin on \_\_\_\_\_, \_\_\_\_\_ and continue as following: (T) \_\_\_\_\_ on a lease basis until \_\_\_\_\_, \_\_\_\_\_; \_\_\_\_\_ on a month to month basis until either party terminates by written notice 15 days prior to the end of the rental period.

2. **Rent.** Rent shall be \$\_\_\_\_\_ per month, payable in advance on the \_\_\_\_\_ day of each calendar month to Owner or Owner's agent at the following address:

Mailing Address:	City, State, Zip:
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If rent is not paid within five days after due date, Tenant agrees to pay a late charge of \$10.00.

3. **Use and Occupancy.** \_\_\_ adults and \_\_\_ children shall use leased premises as a residence. No additional occupants will reside there without written consent of Owner. This agreement is between each tenant individually and Owner. In the event of a default

by one tenant the remaining tenant shall be responsible for their pro-rated share of the monthly rent and responsible for all other provisions of this agreement.

4. **Utilities.** Owner shall be responsible for the following utilities and services: (T)

Water		Sewer		Gas		Electricity		Other	
Snow Removal				Lawn Maintenance				Garbage	

Tenant shall be responsible for the following utilities and services: (T)

Water		Sewer		Gas		Electricity		Other	
Snow Removal				Lawn Maintenance				Garbage	

5. **Disclosure.** Owner shall provide name, address and telephone number of Owner and responsible agent to Tenant. Owner shall keep this information current.

6. **Pets/Smoking.** Resident shall be allowed to bring the following pets onto the premises: \_\_\_\_\_.

Resident \_\_\_ shall \_\_\_ shall not smoke on the premises. (T)

7. **Ordinances and Statutes.** Tenant and Owner shall comply with all laws, health codes, and regulations of all municipal, state and federal governments, which apply to leased premises and this relationship.

8. **Assignment and Subletting.** Tenant shall not assign or sublet leased premises without prior written consent of Owner.

9. **Maintenance, Repairs and Alterations.** Owner and Tenant acknowledge the premises as being in the condition indicated on the attached checklist, if signed by each of them. It is presumed that any malfunction of equipment or appliance was not caused by Tenant and is the responsibility of Owner.

Tenant shall maintain the premises in a clean and safe condition and shall be responsible for any damages beyond normal wear and tear resulting from actions of Tenant(s) or knowingly permitted by invitees or guests. Tenant shall not paint or otherwise modify the premises without prior written consent of Owner. Tenant shall not remove furnishings or fixtures belonging to Owner at any time. Tenant shall properly dispose of all garbage, use appliances and equipment in a reasonable manner, and maintain appliances and fixtures in a reasonable manner.

Owner shall provide exits, light, ventilation, heating, plumbing, water, adequate lighting, electricity, adequate locks and keys, reasonable insulation, a mailbox, garbage receptacles, smoke detectors and fire extinguishers as required by code. Owner shall maintain the structure and appliances provided by the owner. Owner shall maintain the surrounding grounds, landscaping and common areas and keep sidewalks and driveways clean of snow and ice, unless specified different in Item 4 of this lease. On move-in, Owner shall furnish light bulbs of prescribed wattage, thereafter; Tenant will replace light bulbs.

10. **Entry and Inspection.** Tenant shall permit Owner or Owner's agent to enter the premises at reasonable times (generally only between 8:00 am and 10:00 pm) and only after receiving 48 hours written notice, for the purpose of inspecting or showing the premises to prospective Tenants or purchasers, or for making necessary repairs. In the event of an emergency, such notice shall not be required. Tenant shall not add or

change locks without prior written consent of Owner and without providing Owner keys.

11. **Possession.** If owner is unable to deliver possession of premises as agreed, Tenant shall not be liable for rent until possession is delivered and Tenant shall have the right to terminate this agreement penalty. Owner shall be liable for all actual damages caused by the failure to deliver possession as agreed and shall immediately repay to Tenant all prepaid rent and deposits.

12. **Deposits.** The security deposit agreed upon shall secure performance of Tenant's obligations. Owner may apply part or all of the deposit to Tenant's obligations after vacating, provided owner provides Tenant with prior written notice. Tenant shall provide Owner with a new address at time of vacating. Any refundable deposit shall be delivered or mailed to Tenant at the new address within 30 days of termination of tenancy or 15 days after receipt of Tenant's new mailing address, whichever is later.

13. **Waiver.** Acceptance by Owner of partial rent payments shall not be a waiver of Owner's right to the full amount of rent in future months. Other provisions that are not reasonably enforced shall be deemed waived.

14. **Notices.** All notices shall be given in accordance with local ordinance and state law. Where requirements are not expressed in the law, notice shall be made by certified mail to the premises or any other place designated by Tenant.

15. **Hold Over.** If Tenant remains in leased premises following the termination of this agreement and Owner accepts Tenant's rent for that month, this tenancy shall continue as a month-to-month tenancy with the terms of this agreement in effect.

16. **Reimbursement by Tenant.** Tenant agrees to reimburse Owner for any damages caused by Tenant's negligent or intentional acts or those of Tenant's guests or invitees. Tenant shall not be responsible for the acts of vandals or uninvited guests. Reimbursement is due and payable within 30 days of written notice. Failure to demand reimbursement within 30 days of knowledge of such costs shall be deemed a waiver of this provision and Owner may not thereafter demand payment.

17. **Repairs and Maintenance.** Owner shall commence repair of conditions posing a threat to safety or health of Tenant; no later than 24 hours after notice is given by Tenant to Owner or Owner's agent. Owner shall complete repairs within the time periods noted below and within a reasonable time for conditions not specified:

Inoperable toilet Broken exterior door or lock Disconnection of utilities caused by Owner Inoperable hot water source Inoperable heating source	24 hours
Leaking plumbing or fixtures Inoperable kitchen appliances or fixtures	48 hours
Inoperable electrical fixture Other repairs affecting health or safety	72 hours

18. **Repair and Deduct.** If necessary repairs are not timely made in accordance with paragraph 17, Tenant shall have the right to have the repairs performed, by a licensed contractor, where required by law, and deduct the cost of those repairs from the monthly rent in an amount not more than two times the monthly rent. This provision shall not apply to any damages caused or repairs necessitated by negligent actions of Tenant(s), her invitees or guests.

19. **Retaliatory Eviction.** Owner may not terminate this agreement or bring or threaten

an eviction because the Tenant has in good faith complained of building, housing, health or similar code violations to any agency or organization, complained of unreasonable rent increases, requested repairs, become a member of a tenant's organization or exercised any right or remedy provided by law. Owner and Tenant agree that Tenant's remedy in case of an attempted retaliatory eviction, shall include but not be limited to, dismissal of the eviction action, and the renewal of this lease, in the case it has expired, for a term of not less than three months after the code violations complained of are remedied and tenant has had a reasonable opportunity to locate other suitable housing.

20. **Habitability.** Owner warrants that the premises are fit for human habitation. If Tenant or any governmental agency gives Owner notice that health or safety problems exist on leased premises, rent shall abate from that time in an amount reflecting offending conditions and shall continue to be abated until those conditions are corrected.

21. **Owner Disclosure.** Owner disclosed the following current termination notices from utility providers to the dwelling unit or to the common areas of the building.

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Owner disclosed the following current uncorrected building or health code violations that were included in a deficiency list or notice from a government entity:

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Disclosure of the conditions and notices above does not constitute a waiver of the Owner's responsibility to correct these conditions and to provide habitable premises.

22. **Additional Terms and Conditions.**

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23. **Nondiscrimination.** The undersigned Owner treats all persons fairly and equally without regard to race, color, religion, sex, familial status, handicap, national origin, source of income or sexual orientation and in compliance with State and Federal Fair Housing Acts.

24. **Mediation to Resolve Disputes.** Owner and Tenant agree that in the event there is a dispute as to the meaning of any terms of this agreement or prior to initiating any eviction action, they will utilize mediation to attempt to resolve the dispute before involving the court. In the event that mediation is required, the parties agree to participate in good faith and to equitably divide the cost of the mediator.

25. **Entire Agreement.** The foregoing represents the entire agreement between the parties and may be modified only by a writing signed by both parties.

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Owner (Sign)

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Date

*Undersigned Tenants acknowledge receipt of a copy of this lease.*

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Tenant (Sign)

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Date

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Tenant (Sign)

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Date

Attachment: Move-In/Move-Out Checklist Completed, Signed, Dated by Owner and Tenant(s)

The above sample Rental Agreement was prepared from a sample agreement furnished by Legal Services. This document should not be regarded as legal advice or considered a replacement of responsibility. Tenants and Landlords should be familiar with the Utah Renters Handbook published by Utah Legal Service, 254 West 400 South, Second Floor, Salt Lake City, UT 84101, telephone: 801-328-8891/800-662-4245

MCH-3 - MOUNTAINLANDS COMMUNITY HOUSING TRUST - P.O. Box 3661, Park City, UT 84060 Telephone: 435-647-9719