

MONTH-TO-MONTH RENTAL AGREEMENT

1. 1. Parties

This Month-to-Month Rental Agreement (the "Agreement") is made on [AGREEMENT DATE] between [LANDLORD NAME] of [LANDLORD ADDRESS] ("Landlord") and [TENANT NAME] ("Tenant"). Each adult occupant must sign this Agreement, and all signers are jointly and severally responsible for rent and every other obligation. Written notices under this Agreement may be delivered in person, by certified mail, or by email to [LANDLORD EMAIL] and [TENANT EMAIL]. Either Party may change a notice address by giving the other Party written notice.

2. 2. Premises

Landlord rents to Tenant the residential property at [PROPERTY ADDRESS], including [PARKING / STORAGE / OTHER INCLUDED AREAS] (the "Premises"). The Premises are rented as [FURNISHED / UNFURNISHED] and include the appliances and items listed on the move-in checklist attached as Exhibit A. Tenant has examined the Premises and accepts them in their present condition except as noted on that checklist. Occupancy is limited to [MAXIMUM OCCUPANTS] persons, namely [NAMES OF ALL OCCUPANTS].

3. 3. Month-to-Month Term

The tenancy begins on [START DATE] and continues from month to month until terminated as provided in this Agreement. Each rental period runs from the [RENT DUE DAY] day of one month to the day before the [RENT DUE DAY] day of the next. There is no fixed end date, and the tenancy renews automatically at the start of each rental period unless notice has been given. Nothing in this Agreement creates a lease for a fixed term.

4. 4. Rent

Tenant will pay rent of [MONTHLY RENT] per month, due in advance on the [RENT DUE DAY] day of each month, by [PAYMENT METHOD] to [PAYEE AND PAYMENT DETAILS]. If rent is not received within [GRACE PERIOD DAYS] days after the due date, Tenant owes a late fee of [LATE FEE AMOUNT]. A payment returned unpaid by a bank carries a fee of [RETURNED PAYMENT FEE], and Landlord may then require future payments by certified funds. Rent for a partial month at the beginning or end of the tenancy is prorated on a daily basis.

5. 5. Rent Increases and Changes to Terms

Landlord may increase the rent or change any other term of this Agreement by giving Tenant at least [TERM CHANGE NOTICE DAYS] days advance written notice, or a longer period if applicable law requires one. The notice must state the new amount or the new term and the date it takes effect. If Tenant does not accept the change, Tenant may end the tenancy by giving notice under the termination section before the effective date. Continuing to occupy the Premises and pay rent after the effective date is acceptance of the change.

6. 6. Security Deposit

Tenant will pay a security deposit of [SECURITY DEPOSIT AMOUNT] before taking possession. The deposit secures performance of this Agreement and is not prepaid rent, so Tenant may not use it in place of the final month of rent. Landlord may apply the deposit to unpaid rent, unpaid utilities, cleaning beyond normal wear and tear, and repair of damage caused by Tenant, occupants, or guests. Within [DEPOSIT RETURN DAYS] days after the tenancy ends and possession is returned, Landlord will send Tenant the remaining balance with an itemized statement of any deductions, in the manner required by applicable law.

7. 7. Utilities and Services

Tenant will arrange and pay for [TENANT-PAID UTILITIES]. Landlord will pay for [LANDLORD-PAID UTILITIES]. Tenant must keep tenant-paid accounts active in the name of Tenant for the entire tenancy and provide proof of transfer on request. If Landlord pays a utility that Tenant was required to pay, Tenant will reimburse Landlord as additional rent with the next rent payment. Because either Party may end this tenancy on short notice, Tenant is responsible for closing utility accounts effective on the move-out date.

8. 8. Occupancy, Guests, and House Rules

The Premises may be used only as a private residence by the occupants named above. Tenant will not disturb neighbors, will observe quiet hours between [QUIET HOURS START] and [QUIET HOURS END], and will follow any written building or association rules provided by Landlord. A guest may stay no more than [GUEST STAY LIMIT DAYS] consecutive days, or [TOTAL GUEST DAYS PER YEAR] days in any twelve-month period, without written consent from Landlord. Smoking is [PERMITTED / NOT PERMITTED] anywhere on the Premises, and pets are [PERMITTED / NOT PERMITTED] except as described in [PET ADDENDUM REFERENCE].

9. 9. Maintenance and Repairs

Landlord will keep the structure, roof, plumbing, electrical, heating, and supplied appliances in safe and working condition. Tenant will keep the Premises clean, dispose of trash properly, and report any leak, pest problem, or unsafe condition to Landlord in writing within [REPAIR NOTICE DAYS] days of noticing it. Tenant is responsible for the cost of repairing damage caused by Tenant, occupants, or guests, and for replacing light bulbs, air filters, and detector batteries. Tenant will not alter, paint, or rekey the Premises without prior written consent from Landlord.

10. 10. Right of Entry

Landlord may enter the Premises for inspections, repairs, agreed services, or to show the unit to prospective tenants or buyers. Except in an emergency, Landlord will give at least [ENTRY NOTICE HOURS] hours written notice and will enter only between [ENTRY WINDOW START] and [ENTRY WINDOW END] on ordinary business days. Because a month-to-month tenancy can end quickly, Tenant agrees to allow reasonable showings once either Party has given notice to terminate. Landlord may enter without notice in an emergency or where the Premises appear abandoned.

11. 11. Subletting and Assignment

Tenant may not sublet the Premises, assign this Agreement, or offer the Premises through a short-term rental service without prior written consent from Landlord. A request for consent must be made at least [SUBLET REQUEST DAYS] days in advance and must identify the proposed occupant. Any sublease or assignment made without consent is void and is a material breach of this Agreement. If consent is given, Tenant remains responsible for rent and for damage caused by the subtenant unless Landlord releases Tenant in writing.

12. 12. Default and Remedies

Tenant is in default if rent is unpaid when due, if Tenant fails to cure any other breach within [CURE PERIOD DAYS] days after written notice, or if Tenant abandons the Premises. On default, Landlord may end the tenancy and pursue possession, unpaid rent, late fees, and damages through any procedure allowed by applicable law. Landlord will make reasonable efforts to re-rent the Premises and will credit rent received against amounts owed. Accepting a partial payment does not waive a default or any pending action.

13. 13. Notice to Terminate and Move-Out

Either Party may end this tenancy by giving the other at least [TERMINATION NOTICE DAYS] days written notice before the end of a rental period, or a longer period if applicable law requires one. The notice must state the date possession will be returned, and rent remains payable through that date. On move-out, Tenant will remove all personal property, return every key and access device, leave the Premises clean and in the same condition as at move-in aside from normal wear and tear, and provide a written forwarding address. Property left behind after move-out may be disposed of by Landlord as applicable law permits, at the expense of Tenant.

14. 14. Governing Law

This Agreement is governed by the laws of the state where the Premises are located. Where a state statute or local ordinance sets a minimum notice period, limits a rent increase, or caps a fee, that rule controls over any conflicting term in this Agreement. Any dispute arising from this Agreement will be brought in a court of competent jurisdiction in [COUNTY AND STATE]. The remaining provisions stay in effect even if one provision is found unenforceable.

15. 15. Entire Agreement

This Agreement and any signed addenda contain the complete understanding between Landlord and Tenant and supersede all prior conversations, advertisements, and written exchanges about the Premises. Any modification must be in writing and signed by both Parties, except for rent or term changes made through the notice procedure described above. Delay by either Party in enforcing a right is not a waiver of that right. This Agreement binds and benefits the heirs, successors, and permitted assigns of both Parties.

16. 16. Signatures

By signing below, each Party confirms having read and understood this Agreement and agrees to be bound by it.

Landlord signature: _____ Print name: [LANDLORD NAME] Date: [DATE]

Tenant signature: _____ Print name: [TENANT NAME] Date: [DATE]

Additional tenant signature: _____ Print name: [ADDITIONAL TENANT NAME] Date: [DATE]

17. 17. Disclaimer

This template is provided for informational purposes only and is not legal advice. Required notice periods, rent increase limits, and deposit rules for month-to-month tenancies vary by state and by city, and local rules override anything written here. ScanContract is not a law firm and using this template does not create an attorney-client relationship. Have a licensed attorney where the property is located review the agreement before signing.