

## West Virginia Residential Lease Agreement

*In Accordance with Chapter 37, Article 6*

I. **Lease Agreement.** This form serves as a legally binding rental contract agreed under the following terms and conditions:

II. **The Parties.** The Lease Agreement is between the following:

Landlord \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Tenant \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Tenant \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Tenant \_\_\_\_\_

Mailing Address \_\_\_\_\_

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

Minor children to be living on the premises (*if any*):

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

III. **Lease Period.** This form serves as a legal and binding lease agreement (Referred to as the "Rental Agreement") for a period of \_\_\_\_\_ months.

(*Month/Day/Year*)

Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

IV. **The Property.** The Lease Agreement refers to the property located at:

Mailing Address \_\_\_\_\_

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

Without  With the following **Furnishings** \_\_\_\_\_

Without  With the following **Common Areas** \_\_\_\_\_

Without  With the following **Storage Space** \_\_\_\_\_

Without  With the following **Restrictions** \_\_\_\_\_

V. **Rental Payments.** The landlord and tenant agree to the following monthly payment arrangement for the use of the property:

Payment Start Date \_\_\_\_\_

Payment End Date \_\_\_\_\_

Monthly \_\_\_\_\_ Dollars \$ \_\_\_\_\_.

Total Period \_\_\_\_\_ Dollars \$ \_\_\_\_\_.

Payable to \_\_\_\_\_

Due on the \_\_\_\_\_ day of every month

Payments shall be made in  Cash  Check  Other \_\_\_\_\_

Payment Instructions \_\_\_\_\_

A. **Prorated Rent.** If the landlord and tenant agree for the Property being occupied before the lease period starts, the tenant shall make the following payment:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_.

for \_\_\_\_ days

B. **Late Rent.** If the rental payment is late the tenant shall be subject to one of the following penalties:

Fixed amount of \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_ per day

Percentage (%) based on \_\_\_\_\_ (%) of the monthly rent per day

VI. **Utilities/Expenses.** The following party shall pay the following utilities/expenses:

**Cable** -  Landlord  Tenant

**Electricity** -  Landlord  Tenant

**Heat** -  Landlord  Tenant

**Internet** -  Landlord  Tenant

**Trash** -  Landlord  Tenant

**Water** -  Landlord  Tenant

**Other** -  Landlord  Tenant \_\_\_\_\_

VII. **Deposit(s).** The landlord and tenant agree to the following fee(s) and deposit(s) (\*Be aware of any Security Deposit Rules in your State):

\*Security Deposit of \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

Last Month's Rent of \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

\*Future Payment of \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

Deposit(s) for:

\_\_\_\_\_ - \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

\_\_\_\_\_ - \_\_\_\_\_ Dollars \$\_\_\_\_\_.\_\_\_\_

\*Any deposit(s) paid by the tenant to the landlord shall be deposited to a separate  interest bearing  non-interest bearing account.

A. **Deposit(s) Return.** Landlord agrees to return the deposit within \_\_\_\_\_ days of lease end date or on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Month/Day/Year). If there have been deductions from the Security Deposit, the landlord agrees to include a statement with an itemized list of the expenses.

VIII. **Notices.** When submitting official notice from one party to another the following mailing addresses should be used:

Landlord.

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant.

Mailing Address \_\_\_\_\_

City of \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

IX. **Use of Property.** The Tenant(s) agree to obey all federal, state, and local laws and to act in a manner that does not disturb the peace of other's quiet enjoyment.

A. **Improvements.** The seller  is permitted  is not permitted to conduct alterations to the property. If the tenant is permitted, they must seek written permission from the landlord before performing any work.

B. **Pets.** Pets are  allowed  not allowed on the premises at any time during the course of the lease agreement. If the tenant has a dog for hearing or other health related uses, they may be deemed legal through federal, state or local laws.

C. **Guests.** Occupancy by any person other than the individual's named on the lease agreement shall be allowed to stay for \_\_\_\_\_ days. Tenant understands that any damage caused by a guest will be their responsibility.

X. **Landlord's Access to Premises.** The landlord may enter the property within \_\_\_\_\_  Days  Hours by giving notice to the tenant. Notice may be in the mail, slipped under the door, or via cell phone (Make sure to check current State Laws). In addition to granting notice, the landlord may also enter the premises under any of the following conditions:

- A. In any emergency situation that requires immediate action and preservation of the property.
- B. If illegal activity is occurring on the property.
- C. If tenant unreasonably withholds consent.
- D. If the tenant has vacated the property or has not been present for more than fifteen (15) days.

XI. **Default.** Either party may be considered in default through the following:

A. **Landlord's Default.**

1. If a utility has been cancelled that is the responsibility of the landlord.
2. Preventing the tenant from accessing the property.
3. If the landlord makes any unnecessary repairs that are considered a detriment to the tenant's quiet enjoyment of the property.

B. **Tenant's Default.**

1. Failure to pay rent within three (3) business days of the due date unless a "grace period" exists in the State.
2. Severe damage to the property.
3. If the tenant fails to follow any of the terms and conditions stated in this lease agreement.

C. **Waiver.** The landlord may not accept rent or performance during the course of terminating the lease agreement. If the landlord does accept performance, the lease agreement is valid and enforceable by the tenant.

1. Tenant is not required to pay rent if the property is considered inhabitable. Furthermore, if during the course of the lease agreement the landlord does not comply to return the property to move-in condition, the a partial rental payment may be accepted.

XII. **Possession.** The following should take place after the authorization of the lease agreement:

1. **Tenant** should receive immediate access to the property. If the landlord fails to grant occupancy, the tenant has the right to terminate the lease agreement and have the option to seek damages.
2. **Landlord** should grant possession of the property by giving access to all of the following but not limited to: doors, mailboxes, common areas, trash areas, and storage facilities. If the tenant does not accept occupancy, the lease agreement will be considered in default.

XIII. **Subleasing/Assigning.** The tenant is barred from subletting or assigning any part of the property to another person or entity without the written consent of the landlord.

XIV. **Maintenance.** The tenant is required to maintain the same sanitary condition throughout the term of the lease agreement as it was upon move-in. If

any necessary repairs are needed it is the tenant's responsibility to inform the landlord as soon as possible of any defect(s).

XV. **Disclosure Addendums.** Tenant agrees to reading the following documents through initialing below:

\_\_\_\_\_ - State Disclosures described as \_\_\_\_\_

\_\_\_\_\_ - Lead Paint Disclosure Statement - For all structures built before 1978.

\_\_\_\_\_ - Move-In Checklist

\_\_\_\_\_ - Other described as \_\_\_\_\_

A. Other Addendums that are described as \_\_\_\_\_

XVI. **Disclaimer.** If any part, sentence, or section of the lease agreement is considered invalid it does not affect the parties from being legally liable for the remaining terms and conditions.

XVII. **Tenancy.** If the tenant misrepresented any claim in the lease agreement or in the process of authorizing, i.e. the "Rental Application", the tenant may be found in violation and be subject to default.

XVIII. **Time.** Is of the essence.

XIX. **Other Agreements.** This legal document represents the entire terms and conditions by which each party must abide. Any other agreements or deals made on behalf of the landlord any tenant should be attached or will not be considered legally enforceable.

XX. **Signatures.** In the witness whereof, the landlord and tenant agree to the terms and conditions to the executed lease agreement dated

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Day/Month/Year)

# Signature Page

Landlord's Name (*Printed*) \_\_\_\_\_

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Tenant's Name (*Printed*) \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Name (*Printed*) \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Name (*Printed*) \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Real Estate Agent Name (*Printed*) \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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# Notary Acknowledgment

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

County of: \_\_\_\_\_

On \_\_\_/\_\_\_/\_\_\_\_, before me, \_\_\_\_\_,  
(notary)

Personally appeared,

## Landlord

## Tenant

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Personally known to me

OR

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

## Witness my hand and official seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name