

BASIC LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by and between _____ (“Landlord”) and _____ (“Tenant”).

Landlord hereby agrees to rent to Tenant in the dwelling located at _____

under the following terms and conditions.

1. RENT. Tenant agrees to pay Landlord \$_____ per month, payable on the ____ day of each month.

2. TERM OF LEASE AND TERMINATION. This Lease shall commence on _____ and terminate on _____ unless otherwise terminated. Upon expiration of initial lease, lease shall automatically renew on a month to month basis. Either party may terminate this Agreement by giving at least _____ calendar days’ written notice. The rent is due up to and including the date of termination.

[Reasons for termination by Landlord need to be listed. NDCC 47-16-15 provides that in month to month tenancies, unless the parties have otherwise agreed in writing to a longer notice period or a different notice time, either party may terminate by giving at least one calendar month’s written notice. Most leases require either 30 day or 60 day notice to terminate. If there are circumstances (i.e. property damage) under which the Landlord may terminate the lease with less than 30 days’ written notice, this should be stated clearly in the lease and the tenant should initial this section.]

3. LANDLORD OBLIGATIONS. Landlord agrees to provide the following:

[Add provisions]

4. TENANT OBLIGATIONS. Tenant agrees to the following:

[This can include rental rules. Or, if rental rules are on a separate document: “Tenant shall comply with all rental rules as stated on the separate attachment entitled “ Rental Rules”, which are deemed part of this Agreement.”]

5. VIOLATION. If Tenant violates a material term of this Agreement or fails to pay rent for ____ days after rent is due, Landlord may terminate this Agreement. Any eviction action by Landlord shall comply with NDCC chap. 47-32.

Tenant hereby acknowledges that Tenant has read this Agreement, understands it, agrees to it, and has been given a copy.

Tenant

Date

Landlord

Date

NOTES:

This is only an example. You do not have to follow this format. Also, this example has only the basic terms. There are many terms that could be added, such as security deposit, late fee, grace period for rent payment, etc.

You do not have to use the terms “Landlord” and “Tenant” if you do not want to. They could be replaced with “Owner” and “Resident” for example.

There is a very good explanation of ND landlord/tenant law at the following website, with a printable handout: http://www.legalassist.org/?id=86&form_data_id=38. North Dakota Apartment Association (www.ndaa.net) also has a booklet on landlord/tenant rights available on their website.

The landlord/tenant laws are found at North Dakota Century Code chapter 47-16 and chapter 47-32. <http://www.legis.nd.gov/cencode/t47.html>

NDCC 47-16-07.2 requires that a landlord provide the tenant with a statement (check-in sheet) describing the condition of the facilities in and about the premises to be rented at the time of entering into a lease agreement. The statement shall be agreed to and signed by the landlord and tenant.

Examples of items not to be listed in the lease agreement include but, are not limited to, house rules, visitor restrictions, or anything that conflicts with the new HCBS rules.