

Sample Residential Tenancy Agreement (Lease)
*This is simply an example of a residential lease;
contact an attorney if you want legal advice.*

August ____, 2020

BETWEEN:

Titus Canby

Address: Box 123, Port Townsend, WA 98368

Telephone: 360-385-1234

(the "Landlord")

- AND -

Address: 333 Pollyana Lane, Port Townsend, WA 98368

Telephone: _____

(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the single family home located at 333 Pollyana Lane, Port Townsend WA 98368 (the 'Premises') and more particularly described as a 1,300 s.f., 3-story, 3-bedroom, 3-bath home with 2-car garage.
2. The premises shall be used as a residence. The Premises shall not be used for the purpose of carrying on any business, profession, or trade of any kind, except those which comply with the City of Port Townsend's home occupation regulations.
3. No pets or animals are allowed in or about the Premises.
4. The Tenant agrees and acknowledges that the Premises are a smoke-free living environment. Neither the Tenant nor any guests or visitors shall smoke on the Premises.

Term

5. The term of the Lease commences at 12:00 noon on June ____, 2020 and continues for a term of one year, ending at 12:00 noon on May ____, 2021.
6. Holdover by Tenant. At the expiration of this Lease, Landlord and Tenant may agree to convert to a month-to-month tenancy.

7. Upon the greater of 14 (fourteen) days notice or any notice required under state law, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the rent when due, and that amount shall still be owed after any grace period or moratoria required by state law.
8. Upon the greater of 10 (ten) days notice or any notice required under state law, the Landlord may terminate the tenancy under this Lease if the Tenant has breached any provision of this Lease.
9. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Rent

10. The rent for the Premises is \$XXXX.XX (XXXX hundred dollars) per month. The first month's rent will be pro-rated to the actual occupancy date. The Tenant will pay the rent on or before the first day of each and every month of the term of this Lease to the Landlord at P.O. Box 123, Port Townsend, WA, 98368 or at such other place the Landlord may later designate.
11. If rent is not paid by the 5th of the month, it shall be deemed late and Tenant shall pay a late fee of \$30.

Damage Deposit

12. Upon execution of this Lease, the Tenant will pay the Landlord a refundable Damage Deposit (the 'Damage Deposit') of \$500.00 (five hundred dollars).
13. Tenant is responsible for the cost of all damages caused by Tenant's negligence or willful act, or that of Tenant's visitors, ordinary wear and tear excepted. Said responsibility is not limited to the amount of the Damage Deposit.
14. The Landlord will return the Damage Deposit at the end of this tenancy, less such deductions as provided in this Lease. No deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by law.
15. During the Term of this Lease or after its termination, the Landlord may make deductions from the Damage Deposit for any or all of the following:
 - a. Repair of interior and exterior walls due to exceptionally large nails or other hardware or any unreasonable number of holes in the walls;

- b. Repainting required to repair the results of any improper use or excessive damage by the Tenant;
- c. Unplugging toilets, sinks and drains;
- d. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. Repairing cuts, burns, or water damage to flooring;
- f. Cleaning of carpeting, vinyl floors, walls, cabinets or appliances;
- g. Other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible;
- h. The cost of extermination if the Tenant or the Tenant's guests have brought or allowed vermin or insects into the Premises;
- i. Repairs required if windows are left open and cause plumbing to freeze or rain or water damage to the interior of the Premises.

16. The Tenant may not use the Damage Deposit as payment for the rent.

Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. Applying adhesive materials, or inserting large hooks, nails or other hardware to walls, cabinets or ceilings;
 - b. Painting, wallpapering, or in any way permanently altering the appearance of the Premises;
 - c. Replacing or altering plumbing or electrical appliances;

Utilities

18. The Tenant is responsible for paying for the following utilities at the Premises:
- a. Electricity: Jefferson County Public Utility District (PUD)
 - b. Telephone, Internet, and/or Television (Tenant shall confer with Landlord re proper installation by utility company of cables and similar items).
 - c. Water and Sewer: City of Port Townsend
 - d. Trash and Recycling: DM Disposal (XXXXXX is pickup day)

Insurance

19. The Tenant is hereby advised that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

20. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss.
21. If the Premises are damaged by fire or other catastrophe not caused by Tenant and Premises are rendered unlivable, then Landlord shall promptly repair the damage and there shall be an abatement of rent corresponding to the time during which Premises could not be occupied, if any. However, if such fire or catastrophe not caused by Tenant results in such extensive damage that Landlord is unable to rebuild or repair in a timely manner, then this Lease shall terminate and any rent paid for the period after said damage shall be refunded.

Care and Use of Premises

22. The Tenant will promptly notify the Landlord of any damage, malfunction, accumulation of mold, infestation by pests or other circumstances that may interfere with the use and maintenance of the Premises, and
23. The Tenant will maintain the state-required smoke and carbon monoxide detectors in working order and change their batteries as needed.
24. The Tenant shall keep the appliances and fixtures in good order and repair. In particular, the Tenant shall ensure that the wall heaters are not blocked or compromised by furniture placed too near, accumulation of dust and lint, etc.
25. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.
26. Right of Inspection. Landlord and his agents shall have the right at reasonable times, after reasonable notice (two days by state law), to enter the premises to verify that they are safe and well-maintained.

Hazardous Materials

27. The Tenant will not keep or have on the Premises any item of a dangerous, flammable, or explosive character that would unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
28. Lead Paint Warning. Landlord is not aware of any lead paint on the Premises. Some residential structures built prior to 1978 contain lead paint, but these Premises were constructed in 1992. The EPA-required lead paint brochure is Attachment "A" to this Lease.

29. Mold Disclosure. State law requires Landlord to provide Tenant with information on mold. A printed copy of the Washington State Department of Health Mold FAQ is Attachment "B" to this Lease. It is available online at <http://www.doh.wa.gov/YouandYourFamily/HealthyHome/Contaminants/Mold.aspx>.

The EPA guide to mold, "Mold, Moisture, and Your Home" is available online at: <https://www.epa.gov/sites/production/files/2016-10/documents/moldguide12.pdf>

General Provisions:

30. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, if any, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
32. If more than one Tenant is a party to this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
33. Number of Occupants. Tenant agrees that the premises shall be occupied by no more than six (6) persons, including adults and children, without the written consent of Landlord.
34. The mailing address for the Landlord and Tenant stated on Page 1 of this Lease. The Landlord and Tenant may change their mailing addresses by written notice.
35. Attorney fees. In the event of a court action filed in relation to this Lease, the unsuccessful party may be required by a court to pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees in accordance with state law.
36. Governing law. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed by applicable laws of the City of Port Townsend, the State of Washington, and the United States, without regard to the jurisdiction in which any action or special proceeding may be instituted. Further, any provisions that are required by city, state or federal law are incorporated into this Lease.

