

West Virginia Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 60 days after the tenancy ends or 45 days after a new tenant moves in, whichever is shorter, the Landlord returns the deposit to the Tenant's last known or forwarding address with a written itemization of any damage or other charges, and may take 15 more days to itemize when damage beyond the deposit needs a third-party contractor and the Landlord gives written notice within the original period.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord may enter at reasonable times to inspect, repair or show the Premises after at least 24 hours' notice, and without notice in an emergency.

9. Ending the lease and default

Either party ends a month-to-month tenancy with written notice given at least one full rental period before the end of a period, unless the lease sets a different notice. If rent is unpaid or a term is broken, the Landlord gives the written notice West Virginia law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)

☐ Any pet fee or application fee the Landlord keeps as nonrefundable, agreed in writing, since it otherwise counts as part of the deposit (W. Va. Code 37-6A-1(14))

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name