Delaware 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 20 days after the tenancy ends, the Landlord returns the deposit with an itemized list of any damages and the estimated cost of repair, sent to the address in this Lease or to a forwarding address the Tenant gives in writing at or before move-out. The deposit may not exceed one month's rent for a lease of one year or longer, or for a month-to-month tenancy once it has run one year, with no cap for a furnished unit. The Landlord keeps the deposit in an escrow account used only for deposits at a federally insured bank with an office in Delaware and tells the Tenant where it is held.

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

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

A general form provided as a convenience by Signathing (AllContraX LLC), not legal advice, and not a claim that it complies with any law. Rules change and vary by state and city. Check the statute cited here, or ask a lawyer, before you rely on it. Delaware clauses follow Del. Code tit. 25, 5514, Del. Code tit. 25, 5509, Del. Code tit. 25, 5106, Del. Code tit. 25, 5118 as read on 2026-10-23.

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 gives at least 48 hours' notice before entering, enters only between 8 a.m. and 9 p.m., and needs no notice in an emergency or for a repair the Tenant asked for.

9. Ending the lease and default

Either party ends a month-to-month tenancy with at least 60 days' written notice, and the 60 days begin on the first day of the month after the notice is received. If rent is unpaid or a term is broken, the Landlord gives the written notice Delaware 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)
- ☐ Names and business addresses of all owners of the Premises or of their resident agent, printed on the lease, with a free copy of the lease to the Tenant (Del. Code tit. 25, 5105)
- ☐ The Attorney General's summary of the Delaware Residential Landlord-Tenant Code, given at the start of the tenancy (Del. Code tit. 25, 5118)
- ☐ Bed bug disclosure, including any infestation or treatment in adjoining units (Del. Code tit. 25, 5317)

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Signatures

Landlord

Signature	Date	Printed name

Tenant

Signature	Date	Printed name

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