North Dakota 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 30 days after the lease ends and the Tenant delivers possession, the Landlord mails or delivers to the Tenant's last known address the deposit and accrued interest, less an itemized statement of any deductions for unpaid rent, cleaning and damage beyond ordinary wear, with a written notice of the amount refunded or still owed. The deposit may not exceed one month's rent, or two months' rent when the Tenant has a felony conviction or a judgment for breaking a prior rental agreement, plus a pet deposit of up to the greater of $2,500 or two months' rent for an animal that is not a service or companion animal. The deposit is kept in a federally insured, interest-bearing savings or checking account for the Tenant's benefit, and the interest is paid to the Tenant when the lease ends unless the Tenant occupied the Premises for less than nine months.

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. North Dakota clauses follow N.D. Cent. Code 47-16-07.1, N.D. Cent. Code 47-16-15, N.D. Cent. Code 47-16-07.3, N.D. Cent. Code 47-16-07.2 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 first notifies the Tenant of a time certain and obtains consent, which may not be unreasonably withheld and is presumed when the Tenant does not object, enters only at reasonable hours and in a reasonable manner, and may enter at any time in an emergency, on apparent abandonment, or on a reasonable belief of a substantial lease violation.

9. Ending the lease and default

Either party ends a month-to-month tenancy with at least one calendar month's written notice, and rent is due through the termination date. If rent is unpaid or a term is broken, the Landlord gives the written notice North Dakota 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)
- ☐ A signed statement describing the condition of the Premises and its facilities at move-in (N.D. Cent. Code 47-16-07.2)

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Signatures

Landlord

Signature	Date	Printed name

Tenant

Signature	Date	Printed name

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