

New Jersey 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 tenancy ends, the Landlord returns the deposit plus the Tenant's share of interest, less itemized deductions for unpaid rent and damage beyond ordinary wear, by personal delivery, registered mail or certified mail. The deposit may not exceed one and a half months' rent, and any later increase in the deposit may not exceed 10% of the current deposit in a year. The deposit is held in an interest-bearing account at a federally insured institution in New Jersey (or an insured money market fund when the Landlord holds deposits for ten or more units), the interest belongs to the Tenant and is paid or credited each year, and within 30 days of receiving the deposit the Landlord gives the Tenant written notice of the institution, account type, interest rate and amount.

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 at least one month's written notice to quit, and a Landlord covered by the Anti-Eviction Act may end the tenancy only for a good cause listed in N.J. Stat. 2A:18-61.1. If rent is unpaid or a term is broken, the Landlord gives the written notice New Jersey 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)
- ☐ The Truth in Renting statement from the Department of Community Affairs (N.J. Stat. 46:8-46)
- ☐ Whether the Premises is in a flood zone and any known flooding history (N.J. Stat. 46:8-50)
- ☐ A copy of the landlord identity registration or certificate of registration (N.J. Stat. 46:8-29)
- ☐ Written notice of the right to window guards in a multiple dwelling (N.J. Admin. Code 5:10-27.1)

Many municipalities, including Newark, Jersey City, Hoboken, East Orange and Fort Lee, have rent control ordinances that limit annual increases on covered units.

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name