

# Residential Lease

## APARTMENT – CONDOMINIUM – HOUSE – SHARED HOUSING

**BY THIS AGREEMENT** made and entered into on \_\_\_\_\_, between MICHAEL MONROE, herein referred to as Lessor, and \_\_\_\_\_, herein referred to as Lessee. Lessor leases to Lessee the premises situated at \_\_\_\_\_, in the City of SEATTLE, County of KING, State of WASHINGTON, and more particularly described as follows: \_\_\_\_\_, COMMONLY KNOWN AS # \_\_\_\_\_ together with all appurtenances, for a term of Slightly less than ONE YEAR, to commence on \_\_\_\_\_, and to end on \_\_\_\_\_, at 12:01 o'clock NOON p.m.

**1. Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \_\_\_\_\_ DOLLARS ( \$ \_\_\_\_\_ .00) per month in advance on the First day of each calendar month beginning \_\_\_\_\_, at Rent Box located on the premises in the Laundry room or other such designated place, (payment must be received by 9am on the 2<sup>nd</sup> to avoid penalty of FORTY DOLLARS AND TEN DOLLARS PER ADDITIONAL DAY LATE), City of SEATTLE, State of WASHINGTON, or at such other place as Lessor may designate. MONTHLY UTILITY CHARGE IS DUE IN FULL WITH RENT EVERY MONTH.

**2. Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to MICHAEL MONROE.

**3. Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of FORTY DOLLARS ( \$ 40.00) after 9am on the 2<sup>nd</sup> and TEN DOLLARS ( \$ 10.00) per day late after the 2<sup>nd</sup>. ( \$ 40.00+ \$ 10.00 for each day late after the 2<sup>nd</sup> of the month ).

**4. Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of THIRTY-FIVE Dollars ( \$ 35.00) as additional rent AND take whatever other consequences there might be in making a late payment which will include but is not limited to late fees. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

**5. LEASE DEPOSIT.** On execution of this lease, Lessee deposits with Lessor THREE HUNDRED Dollars ( \$ 300.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof. Damage and clean-up will be billed separately. The lease deposit is forfeited if the Lessee chooses to terminate the lease prior to the natural expiration of the lease as stated herein.

An additional fee of Five Hundred Dollars ( \$ 500.00) shall be charged should Lessee choose to terminate the lease during the first six months of the lease. The fee is reduced to Three Hundred Dollars ( \$ 300.00) after the sixth month of the lease. This fee is payable and due along with the notice to vacate. Lessee in all cases must provide written notice to vacate 30 days prior to the date rent is due and live on the Lessee's prepaid last month's rent.

**6. Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

**7. Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single APARTMENT OR SPECIFIC ROOM IN A SHARED DWELLING, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single apartment residence or room in shared housing. Lessee

shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**8. Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than ONE persons, consisting of ONE adults and ZERO children under the age of N/A years, without the written consent of Lessor.

**9. Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean, and tenantable condition.

**10. Keys.** Lessee will be given ONE ROOM and ONE EXTERIOR key(s) to the premises and N/A mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged FIFTY Dollars ( \$ 50.00).

**11. Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Lessee will be charged TWENTY FIVE Dollars ( \$ 25.00) for each replacement key provided during tenancy.

**12. Lockout.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense. A trip fee in the amount of TWENTY FIVE Dollars ( \$ 25.00) will be charged in all cases where owner is not actually on the property at the time of the lockout.

**13. Parking. NO PARKING IS ALLOWED ON THE PROPERTY WITHOUT WRITTEN PERMISSION. VIOLATORS ARE SUBJECT TO TOWING AND IMPOUNDING OF VEHICLE WITHOUT NOTICE OR WARNING FOR VIOLATIONS.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

**14. Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

**15. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

**16. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or

visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**17. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**18. Utilities.** Lessee shall pay each month with rent and without demand EIGHTY DOLLARS ( \$ 80.00) for monthly flat utility charge. This charge shall pay for house utilities including water, sewer, garbage, gas and electricity. Lessee shall be responsible for arranging for and paying any and all other utility charges.

**19. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

**20. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. Lessee agrees to clean all common areas immediately after use, in addition Lessee agrees to a minimum of five minutes of cleaning in common areas of the house each week to help maintain the overall cleanliness of the house. Lessee agrees to clean one bathroom in the house at a minimum of one time per month. In particular, Lessee shall help keep the fixtures in the house or on or about the leased premises in operating order or notify the Owner/Lessor by phone and e-mail of any problems needing attention. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

**21. Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

**22. Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Lessee's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

**23. Pets. PETS, INCLUDING REPTILES, OF ANY SIZE OR TYPE ARE NOT ALLOWED, EVEN VISITING!** Pets shall not be allowed without the prior written consent of the Lessor.

**24. Display of Signs.** During the last THIRTY 30 days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

**25. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

**26. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**27. Holdover by Lessee.** It is intended that this lease shall become a month to month agreement after 12 months if one party has not given notice to the other. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on THIRTY days' written notice served by either Lessor or Lessee on the other party.

**28. Notices.** [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

**29. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

**30. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within THREE days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

**31. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**32. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**33. Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit. WE HAVE NO KNOWLEDGE OF RADON GAS AT THIS PROPERTY.

**34. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention." UNDER THE EXISTING TOP COATS OF PAINT LEAD PAINT COULD EXIST. DO NOT ALLOW CHILDREN TO CHEW ON WOOD IN THIS BUILDING OR ENGAGE IN SANDING

THE WOOD.

**35. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**36. Other Terms:**

1.) SMOKING IS NOT ALLOWED INSIDE OR EVEN OUTSIDE ON THE PROPERTY. IF YOU OR YOUR GUESTS MUST SMOKE YOU NEED TO GO TO THE SIDEWALK OR THE ALLEY. DO NOT DISPOSE OF BUTTS IN ANY PLACE OR RECEPTICLE THAT IS NOT FIREPROOF. WE ENCOURAGE WET DISPOSAL INTO A BOTTLE, JAR OR CAN AND PLACING OF THE WET CONTAINER IN THE GARBAGE. VIOLATING THE SMOKING BAN IS A SERIOUS LEASE VIOLATION AND WE RESERVE THE RIGHT TO TERMINATE YOUR LEASE, FINE YOU FIFTY DOLLARS ( \$ 50.00) FOR EACH INFRACTION AND FORFIET YOUR LEASE DEPOSIT EVEN IF YOU HAVE COMPLETED YOUR LEASE TERM.

2.) OPEN FLAMES OF ANY TYPE ARE PROHIBITED INCLUDING CANDLES AND INCENSE.

3.) DO NOT USE OR POSSES ILLEGAL DRUGS.

4.) DO NOT USE OR POSSES ALCOHOL IF RESIDENT OR RESIDENT'S GUEST(S) ARE UNDER TWENTY-ONE YEARS OF AGE, ALCOHOL IS PROHIBITED IN ALL COMMON AREAS INSIDE AND OUTSIDE THE PROPERTY REGARDLESS OF AGE.

5.) RESIDENT MAY NOT HAVE MORE THAN ONE GUEST WITHOUT PRIOR WRITTEN PERMISSION IN ADVANCE FROM LESSOR.

6.) DO NOT STORE PERSONAL ITEMS AND BELONGINGS IN HALLWAYS OR COMMON AREAS, EXCEPT FOR A REASONABLE AMOUNT OF KITCHEN ITEMS.

7.) DO NOT MAKE LOUD NOISE, INCLUDING NOISE FROM STEREOS OR TV'S, IN RESIDENTS ROOM OR IN COMMON AREAS FROM 10 PM TO 9 AM EACH DAY.

8.) RESIDENTS WILL RESPECT THE PROPERTY OF OTHERS IN COMMON AREAS. FOR EXAMPLE, DO NOT USE KITCHEN ITEMS BELONGING TO OTHER RESIDENTS UNLESS GIVEN PERMISSION IN ADVANCE. IF IT DOES NOT BELONG TO YOU DO NOT USE IT, EXCEPT FOR KITCHEN ITEMS PROVIDED FOR SHARED USE.

9.) RESIDENTS WILL RESPECT THE FOOD OF OTHERS KEPT IN COMMON REFRIGERATORS. EATING OTHER RESIDENTS FOOD IS CONSIDERED THEFT AND THE VIOLATOR WILL BE EVICTED.

10.) RESIDENTS ARE RESPONSIBLE FOR MAINTAINING THEIR OWN ROOMS IN A MANNER THAT DOES NOT POSE A HEALTH OR FIRE RISK FOR THE HOUSE. THIS INCLUDES DISPOSING OF FOOD AND GARBAGE IN A TIMELY MANNER.

# Tenant Behavior Policy

## **General Rules & Regulations**

These Rules apply to all residents and their guests. Violations of these Rules and all damage to common elements should be reported promptly to the Owner. In all cases requiring the judgment in the enforcement of these Rules the judgment and determination of the Owner shall prevail. All tenants will be supplied a copy of these Rules.

## **Rights of Others**

These Rules are based on common sense and consideration for the rights and feelings of others so that the general atmosphere is friendly and pleasant. The Owner invites all residents to practice reasonable tolerance, remembering the close proximity in which we all live. No resident shall make or permit to be made any disturbing noise in the building or common areas by himself, his family, visitors or guests which could annoy or interfere with the rights, comforts, and convenience of neighbors. Excessive noise of any type shall be avoided at all times. Radios, televisions, stereos, etc. must be played at reduced volumes between 10:00 p.m. and 9:00 a.m. Excessive noise should be reported to the Owner. In particular, this applies to social gatherings, musical instruments, power tools and children at play. It is the responsibility of each resident to inform guests not to park in assigned parking spaces unless prior arrangements have been made for such use.

## **Rubbish**

Garbage, rubbish, and other trash shall be disposed of only in the receptacles provided. Trash containing food shall be securely wrapped before being placed in a receptacle. Hazardous wastes must be disposed of according to state and federal laws. No hazardous wastes, toxins or comparable dangerous substances are to be disposed of in the dumpsters or garbage cans. This includes batteries, paints, oils, tires, etc. Residents are responsible for removal of discarded furniture, appliances, or other bulky items from the property. These items may not be placed in the dumpster or garbage cans.

## **Safety**

Parents or legal guardians are responsible for supervision of minors at all times. No activity shall be engaged in that would in any way increase the insurance rate on any building within the property.

## **Property Appearance**

No unsightliness within the view of neighbors or the public is permitted within the premises. Items of personal property may only be stored within the room or apartment.

Any modification, addition, or change of common areas must be approved by Owner. All building roofs are strictly off-limits except to authorized and trained personnel. No radio, television or other antenna will be erected or installed on or anywhere within the premises. No building modification shall be allowed without prior consent of the Owner. Request for approval of building modifications shall be submitted to the Owner.

## **Common Passageways**

The Common passageways must not be obstructed or used for any purpose other than egress and ingress. Storage is not allowed in the common passageways. Room or apartment renters are responsible for the actions of their family members, and guests.

**IN WITNESS WHEREOF**, the parties have executed this lease the day and year first above written.

Lessor:	Michael Monroe
Lessee:	#x
Lessee:	#x

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**CONTACT INFORMATION:**

MICHAEL MONROE (9 AM TO 6 PM) 206-250-3672  
P O BOX 31411  
SEATTLE WA 98103  
[Mike@roomsandapartments.com](mailto:Mike@roomsandapartments.com)

EMERGENCY CONTACT: ONLY CALL THIS NUMBER IF YOU CANNOT REACH MICHAEL MONROE AT THE ABOVE PHONE NUMBER, 206-229-8853