

RESIDENTIAL LEASE AGREEMENT

1. **THE PARTIES.** This State Residential Lease Agreement (the "Agreement") is executed on [MM/DD/YYYY] by and between:

(a) **Landlord Name:** [LANDLORD NAME] (hereinafter referred to as the "Landlord")
Landlord Address: [LANDLORD ADDRESS], AND

(b) **Tenant Name(s):** [TENANT NAME(S)] (hereinafter referred to as the "Tenant").

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties." The Parties agree to abide by the terms and conditions set forth in this Agreement, understanding their legal responsibilities and obligations.

HEREINAFTER, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

2. **PROPERTY.** The Landlord hereby leases to the Tenant the residential property located at [PROPERTY ADDRESS] (hereinafter referred to as the "Premises"). The Premises shall be utilized solely for residential purposes, and the Tenant agrees not to use the Premises for any other purpose without the prior written consent of the Landlord.

3. **LEASE TYPE.** This lease shall be designated as: (check one)

- **Fixed-Term Lease.** The Tenant is authorized to occupy the Premises commencing on [MM/DD/YYYY] and terminating on [MM/DD/YYYY] (the "Lease Term"). Upon conclusion of the Lease Term, the Tenant shall: (check one)

- Can continue leasing the Premises on a month-to-month basis under identical terms and conditions of this Agreement.

- Must vacate (leave) the Premises.

- **Month-to-Month Lease.** The Tenant is permitted to occupy the Premises on a month-to-month basis starting on [MM/DD/YYYY] continuing until terminated by either party with a notice period of [#] days, as stipulated by State law (the "Lease Term").

4. **RENT.** The Tenant shall pay to the Landlord a monthly rent amounting to [\$[AMOUNT]] (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the (hereinafter referred to as the "Rent") throughout the Lease Term. The Rent shall be due on the [#] day of each calendar month (hereinafter referred to as the "Due Date"). Payment of Rent shall be executed in accordance with the following instructions: [RENT PAYMENT INSTRUCTIONS]. Non-compliance with the payment instructions or failure to remit the Rent by the Due Date constitutes a material breach of this Agreement, which shall incur late fees

as detailed in Section 5 and may result in termination of the lease and potential eviction of the Tenant.

5. LATE FEE. If the Rent is not paid by the Due Date: (check one)

- The Tenant shall incur a Late Fee of [\$[AMOUNT]]. Rent is deemed late if it remains unpaid [#] day(s) following the Due Date. The Late Fee shall be treated as additional Rent and is payable immediately upon the late payment. Non-payment of the Late Fee shall be regarded as non-payment of Rent and may lead to eviction.

- No Late Fee shall be imposed if the Rent is late.

6. PRORATION PERIOD. The Tenant: (check one)

- Shall take possession of the Premises prior to the commencement of the Lease Term on [MM/DD/YYYY] and agrees to pay a total of [\$[AMOUNT]] for the proration period (hereinafter referred to as the "Proration Rent"). The Proration Rent shall be payable upon the execution of this Agreement. Proration Rent must be calculated on a daily basis and shall encompass all Rent obligations as if the Tenant were in possession for the entirety of the proration period.

- Shall NOT take possession of the Premises before the commencement of the Lease Term.

7. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment of [\$[AMOUNT]] (hereinafter referred to as the "Security Deposit") to ensure the faithful performance of the Tenant under the terms and conditions of this Agreement. The Security Deposit shall be paid by the Tenant upon the execution of this Agreement. The Security Deposit shall be refunded to the Tenant within [#] days after the expiration of the Lease Term, less any itemized deductions. This Security Deposit shall not be applied towards any Rent unless the Landlord provides written consent.

- The Landlord does NOT require the Tenant to pay a Security Deposit as part of this Agreement.

8. RETURNED CHECKS (NON-SUFFICIENT FUNDS). If the Tenant submits a Rent payment that is returned due to non-sufficient funds: (check one)

- The Tenant shall incur a fee of [\$[AMOUNT]] per incident. Additionally, the Landlord reserves the right to mandate future payments to be made by certified funds or money order.

- The Tenant will NOT be required to pay a fee.

9. OCCUPANTS. The Premises shall be occupied solely as a residential dwelling by the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT NAME(S)] (hereinafter referred to as the "Occupant(s)").

- There shall be NO Occupant(s) in addition to the Tenant. Any alterations to the list of authorized occupants must receive prior written approval from the Landlord. Unauthorized occupancy shall be considered a material breach of this Agreement and may result in eviction.

10. MOVE-IN INSPECTION. Prior to, at the time of, or shortly after move-in, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and document any existing damages or required repairs on a move-in checklist. This checklist shall be signed by both Parties and shall serve as a reference at the conclusion of the Lease Term to assess any damage attributable to the Tenant.

- Shall NOT inspect the Premises or complete a move-in checklist.

11. FURNISHINGS. The Premises is: (check one)

- Furnished (or will be furnished) with the following items:

[IF FURNISHED, LIST ALL ITEM(S) HERE].

The Tenant agrees to maintain these items in good condition and shall be held liable for any damages exceeding normal wear and tear.

- NOT furnished.

12. UTILITIES. The Landlord shall be responsible for paying the following utilities and services for the Tenant:

[LIST ALL LANDLORD-PAID UTILITIES].

Any utilities not listed above shall be the responsibility of the Tenant. The Tenant agrees to maintain the utility services throughout the Lease Term and promptly address any utility issues that may arise.

13. PARKING. The Tenant (check one):

- Is allotted [#] parking space(s):

- Free of charge (included in the Rent).

- At a cost of [\$FEE] to be paid upon execution of this Agreement | monthly.

The Tenant agrees to comply with all parking regulations and acknowledges that the Landlord shall not be liable for any damage or theft of the vehicle. Unauthorized vehicles may be towed at the Tenant's expense.

- Is NOT provided parking.

14. PETS. The Tenant is: (check one)

- Permitted to have [#] on the Premises, consisting ONLY of the following type(s):

[LIST ALL PERMITTED PET TYPE(S)].

The Tenant agrees to comply with all local pet ordinances and to promptly clean up after their pet(s). Any damage caused by the pet(s) shall be repaired at the Tenant's expense.

If permitted, the Landlord shall require a refundable pet deposit of [\$AMOUNT] to cover potential damage to the Premises caused by the Tenant's pet(s).

- NOT permitted to have pets of any nature on the Premises.

15. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following designated area(s): [PERMITTED AREA(S)]. The Tenant agrees to use the designated smoking areas exclusively and to ensure that smoking does not cause damage to the Premises or disturb other residents.

- Prohibited on the Premises and all Common Areas. The Tenant agrees to refrain from smoking and acknowledges that any violation may result in penalties or eviction.

16. SALE OF PROPERTY. If the Premises is sold during the Lease Term, the Tenant shall be notified of the contact details of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall also be provided to the Tenant. If the Premises is conveyed to another party, the new owner: (check one)

- Shall have the right to terminate this Agreement by providing [#] days' notice to the Tenant.

- Shall NOT have the right to terminate this Agreement.

17. NOTICES. Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed properly given if delivered personally or sent by certified mail, return receipt requested, to the following addresses:

Landlord Mailing Address: [LANDLORD NOTICE MAILING ADDRESS]

Tenant Mailing Address: [TENANT NOTICE MAILING ADDRESS]

Any change of address must be communicated in writing within [#] days of such change. Notices may also be sent via email to [LANDLORD EMAIL] and [TENANT EMAIL] for convenience; however, official communications must be sent by certified mail to ensure receipt and documentation.

18. ACCESS. At the commencement of the proration period or the Lease Term, whichever occurs first, the Landlord agrees to provide the Tenant with access to the Premises and common areas in the form of keys, fobs, cards, or keyless security entry devices. The Tenant is responsible for safeguarding all access tools and must report any loss or theft immediately. Duplicate copies of access tools shall only be authorized with the Landlord's written consent. If replacements are necessary, the Landlord may provide them for a fee. Upon termination of this Agreement, all access tools must be returned to the Landlord. Failure to return such items may result in a fee, which may be deducted from the Security Deposit.

19. RIGHT OF ENTRY. The Landlord reserves the right to enter the Premises during normal business hours by providing at least twenty-four (24) hours' written notice to inspect, make necessary repairs, alterations, or improvements, or for any other reasonable purpose. In the event of an emergency, the Landlord may enter the Premises without prior notice. The Landlord may also exhibit the Premises to prospective purchasers, mortgagees, or lessees with reasonable notice to the Tenant.

20. ATTORNEYS' FEES. In the event that the Landlord finds it necessary to retain legal counsel to enforce any of the terms or conditions of this Agreement, including but not limited to the collection of Rent or regaining possession of the Premises, the Tenant agrees to reimburse the Landlord for all reasonable legal expenses incurred, including attorneys' fees.

21. NOISE. The Tenant agrees to refrain from causing or permitting any noise or activity on the Premises that may disturb the peace and quiet of other tenants or neighbors. Such noise or activity shall constitute a material breach of this Agreement.

22. GUESTS. No persons other than the Tenant and any authorized Occupant(s) shall reside on the Premises. Guests of the Tenant may stay on the Premises for periods not exceeding forty-eight (48) hours unless otherwise approved in writing by the Landlord. The Tenant shall be responsible for the conduct and actions of their guests and shall be held accountable for any violations of this Agreement resulting from their guests' actions.

23. EQUAL HOUSING. If the Tenant has any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises, unless such modifications would impose an undue hardship on the Landlord. The Tenant is encouraged to inform the Landlord of any impairments in writing to allow the Landlord sufficient time to arrange for the appropriate modifications. The Tenant agrees to cooperate with the Landlord in facilitating any necessary modifications and to provide any required documentation to support the request for reasonable accommodations.

24. WAIVER. No delay or failure by the Landlord to enforce any provision of this Agreement shall be construed as a waiver thereof, nor shall the acceptance of any partial payment of Rent or any other amount due be deemed a waiver of the Landlord's right to the full amount owed. The Landlord's rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.

25. MAINTENANCE, REPAIR, & ALTERATIONS. The Tenant shall, at their sole expense, maintain the Premises in a good, clean, and sanitary condition throughout the Lease Term and any renewal thereof. The Tenant shall be responsible for making all necessary repairs to the Premises, fixtures, appliances, and equipment therein that may have been damaged due to the Tenant's misuse, waste, neglect, or that of the Tenant's family, agents, or visitors. The Tenant agrees to promptly notify the Landlord of any conditions that may cause further damage to the Premises or pose a risk to health and safety. The Tenant agrees that no painting or alterations shall be performed on or about the Premises without the prior written consent of the Landlord. The Tenant shall immediately notify the Landlord of any damage, defect, or destruction of the Premises or in the event of the failure of any appliances or equipment. The Landlord will use reasonable efforts to repair or replace any such damaged or defective areas, appliances, or equipment.

26. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, the Tenant may terminate this Agreement by providing written notice to the Landlord. If such damage resulted from the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repair costs and any loss of income incurred while restoring the Premises to a habitable condition, in addition to any other provable losses. In such instances, the Security Deposit shall be applied toward the cost of repairs, and any remaining balance shall be billed to the Tenant.

27. DEFAULT. If the Tenant fails to comply with any financial or material provisions of this Agreement, any present or future rules and regulations prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by State laws, and fails to rectify such non-compliance within the time period specified after written notice is delivered by the Landlord, the Landlord may terminate this Agreement. If the Tenant fails to pay the Rent by the Due Date and the default persists for the time period specified in the written notice, the Landlord may exercise all rights and remedies available under the law and may immediately terminate this Agreement.

The Tenant will be in default if:

- a. The Tenant does not pay the Rent or any other amounts as they are owed;
- b. The Tenant, their guests, or the Occupant(s) violate this Agreement, or any fire, safety, health, and/or criminal laws, regardless of whether an arrest or conviction occurs;
- c. The Tenant abandons the Premises;
- d. The Tenant provides incorrect or false information in the rental application;
- e. The Tenant, or any Occupant(s), are arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under State statute;
- f. Any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises; and/or
- g. As otherwise allowed by law.

Upon default, the Landlord may seek all remedies available under this Agreement, including eviction, and the Tenant shall be liable for any costs incurred by the Landlord, including reasonable attorneys' fees.

28. ABANDONMENT. Abandonment shall be deemed to have occurred if the Tenant is absent from the Premises without notifying the Landlord for the State-mandated minimum time period, or seven (7) days, whichever is shorter. In the event of Abandonment, the Landlord shall have the right to immediately terminate this Agreement and remove the Tenant's personal possessions.

29. POSSESSION. The Tenant acknowledges that they have inspected the condition of the Premises and, by taking possession, accepts the Premises in its current condition, except as otherwise stated herein. Should the Landlord fail to deliver possession of the Premises at the commencement of the Lease Term, this Agreement may be terminated at the option of the Tenant. In such an event, the Security Deposit (if any), along with any pre-paid rent and fees, including any application fee paid by the Tenant prior to the execution of this Agreement, shall be refunded to the Tenant. The Tenant agrees to promptly notify the Landlord of any issues regarding possession or the condition of the Premises upon move-in.

30. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. Any unauthorized assignment or subletting shall constitute a material breach of this Agreement and may result in termination and eviction.

31. JOINT AND SEVERAL. If the Tenant consists of more than one individual, each person shall be jointly and severally liable under this Agreement. This means that each individual Tenant shall be fully responsible for all obligations under this Agreement, including the payment of Rent and any damages.

32. HAZARDOUS MATERIALS. The Tenant agrees not to possess any personal property that could be considered a fire hazard or that has flammable or explosive characteristics on the Premises. Prohibited items include, but are not limited to, gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related substances in the form of a liquid, solid, or gas, except for everyday cooking or necessary appliance use. The Tenant shall be liable for any damages or injuries resulting from the possession or use of such hazardous materials.

33. SEVERABILITY. If any provision of this Agreement, or the application thereof, is held to be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of such provision to other persons, entities, or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.

34. RETALIATION. The Landlord is prohibited from engaging in any retaliatory acts against the Tenant, including but not limited to, restricting access to the Premises, decreasing or canceling services or utilities, failing to repair appliances or fixtures, or engaging in any other unjustified actions.

35. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in the common areas thereof, except where such damage or injury is caused solely by the Landlord's negligence. The Tenant agrees to indemnify and hold the Landlord harmless from any claims or damages arising from any cause other than the Landlord's negligence. The Tenant acknowledges that it is their responsibility to obtain renter's insurance to protect against potential losses.

36. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of [STATE NAME]. Any legal proceedings arising out of or related to this Agreement shall be brought exclusively in the appropriate court located in [COUNTY, STATE].

37. LEAD-BASED PAINT. The Premises (check one):

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" is attached to this Agreement and must be initialed and signed by the Parties.

- Was NOT built prior to 1978.

38. ADDITIONAL PROVISIONS. The Parties agree that any additional provisions added here shall not contradict or invalidate any of the terms of this Agreement. In the event of a conflict, the terms of this Agreement shall prevail.

[TYPE ANY ADDITIONAL TERMS / CONDITIONS / PROVISIONS HERE (OPTIONAL)].

39. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Tenant. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties agree to be bound by the terms and conditions of this Agreement, acknowledge that they have read, understood, and accept the Agreement, and agree to adhere to its provisions until the end of the Lease Term.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [LANDLORD PRINTED NAME]

Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

Tenant's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [TENANT PRINTED NAME]

REQUIRED DISCLOSURES

1. **Landlord-Tenant Code (PDF)** – Landlords are required to provide tenants with a copy of the Delaware Residential Landlord-Tenant Code, enabling them to familiarize themselves with the state rental laws before entering into an agreement.
2. **Lead-Based Paint Disclosure (PDF)** – For properties built before 1978, landlords must provide tenants with a Lead-Based Paint Disclosure form. Additionally, they must furnish a copy of the EPA's pamphlet "Protect Your Family from Lead in Your Home" and obtain tenant acknowledgment of receipt.
3. **Owner/Landlord Disclosure** – The rental agreement must include the name, business address, and phone number of each owner (or agent) and/or landlord. This information must be updated promptly if any changes occur during the tenancy.
4. **Right to Representation** – Landlords must provide tenants with detailed informational materials outlining their right to legal representation if they meet certain household income thresholds.

DELAWARE DEPARTMENT OF JUSTICE

A SUMMARY OF THE DELAWARE RESIDENTIAL LANDLORD-TENANT CODE



**THIS SUMMARY MUST BE PROVIDED TO ALL NEW TENANTS
UPON THE SIGNING OF A RESIDENTIAL LEASE**

REVISED OCTOBER 2019

DELAWARE DEPARTMENT OF JUSTICE
CONSUMER PROTECTION UNIT

A Summary of the Delaware Residential Landlord-Tenant Code

* This Summary MUST be provided to all NEW tenants upon signing of a residential lease *

Revised October 2019

INTRODUCTION AND DISCLAIMER

The information in this publication covers most people in the State of Delaware who rent the place where they live. Many laws apply to the relationship between renters (tenants) and landlords. **This summary will tell you about the most common laws concerning your rights and responsibilities as a tenant.** The most important law to know about is the Residential Landlord-Tenant Code, Chapters 51, 53, 55, 57 and 59 of Title 25 (collectively referred to as “the Code”) that can be found in its entirety online at: <http://www.delcode.delaware.gov/title25/c053/index.shtml>. A free copy is available by calling the Delaware Legislative Council at 1-800-282-8545. **This summary is general information only and is not legal advice. All tenants should read the Landlord-Tenant Code in full before taking any action.**

This document is a summary of the Code. It does not address any of the numerous additional federal, state, and local laws and regulations that may affect the rights and responsibilities of landlords and tenants under various circumstances. This document should not be used as a complete or definitive listing of the rights and responsibilities of landlords and tenants.

You will see citations in this packet, for example, 25 Del. C. § 5101. “Del. C.” stands for the Delaware Code, the law of the State of Delaware. These citations tell you the specific law that supports the statement before the citation. The citations can help you to look up the law, at your local law library or online. Where only a § number appears, it can be found in Title 25 of the Delaware Code, the title that deals with laws governing real property (for example, §5101).

Enforcement of the Code

Private cause of action in court. Both landlords and tenants have a right to maintain a cause of action in court upon the other’s breach of the lease or upon violation of the Code (§ 5117). The Consumer Protection Unit cannot serve as private counsel for any party and cannot give legal advice to tenants or landlords. The legal procedures for commencing a legal action are codified in Chapter 57 (Summary Possession) and are not summarized herein. If you have any questions about the Code, or any of its provisions, you should consult with private counsel or contact the following organizations that may be able to provide legal assistance:

- Community Legal Aid Society Inc. 302.575.0660
- Delaware Volunteer Legal Services, Inc. 302.478.8680
- Legal Services Corporation of Delaware 302.575.0408

The Consumer Protection Unit (CPU) has very limited enforcement powers. The Consumer Protection Unit can only investigate and, if warranted, enforce the following allegations:

- That the landlord has requested or received “assurance money” from the tenant. Assurance money is any payment or fee other than an application fee, security/pet deposit, surety bond fee or premium or similar deposit reserving the dwelling unit for the prospective tenant for a time certain (§ 5310)
- The landlord engaged in practices in violation of the Code with respect to the installation, operation and maintenance of meters or other appliances for measurement, the reading of meters, calculation and determination of charges for utility services (§ 5312)

FOR ADDITIONAL INFORMATION, PLEASE CONTACT US:

Consumer Protection Unit • Attorney General’s Office • 820 N. French Street, 5th Floor • Wilmington, DE 19801
302.577.8600 (New Castle County) 800.220.5424 (Kent & Sussex Counties)

Email: consumer.protection@delaware.gov

Web: <http://www.attorneygeneral.delaware.gov/fraud/index.shtml>

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I. IN GENERAL

Who is covered (§§ 5101, 5102)

- The Code does not cover tenants residing in a medical, educational, fraternal, religious, recreational, or correctional institution, tenants residing in a hotel or motel, tenants subject to nonrenewable leases of 120 days or less in certain locales (for example, seasonal beach house rentals or tenant migrant workers where the employer provides the housing) or certain tenants subject to land leases where the tenant retains title to the improvements
- Any rental agreement for a commercial rental unit is excluded from the provisions of the Code governing residential tenancies
- There are also special laws for people who live in manufactured home communities where the landlord does not own the manufactured home, see Chapter 70 of Title 25

No discrimination (§5116) (See also the Delaware Fair Housing Act at 6 *Del C.* § 4600)

- Fair Housing requirements provide that no landlord or its agent may discriminate against a tenant or prospective tenant, by refusing to rent, sublease, assign or by canceling any existing rental agreement by reason of the tenant's race, creed, religion, marital status, color, sex, sexual orientation, gender identity, national origin, disability, age, source of income, or occupation or because the tenant or prospective tenant has a child or children in the family; however, a landlord may reserve rental units exclusively for rental by senior citizens
- No landlord may charge a greater amount for rent for the reasons set forth above
- Landlords may consider the sufficiency or sustainability of income of, and may consider credit rating of, prospective tenants as long as any such considerations are applied in a commercially reasonable manner and without regard to source of income
- Landlords may make rental units available exclusively to senior citizens and may reserve rental units for tenants eligible for government sponsored assistance programs in which the landlord chooses to participate
- In the event of discrimination under this section, the tenant may recover damages sustained as a result of the landlord's action

Notice (§5113)

Any notice required by the Code must be in writing and may be served upon the landlord or upon the tenant in any of the following ways:

- Personal service by leaving a copy with an adult or an agent at the dwelling or place of business
- By Registered or Certified mail with a return receipt
- By First Class Mail, with a certificate of mailing
- Posting of the unit, when combined with a return receipt or certificate of mailing
- Personal service by a special process server appointed by the Court
- In the case of mailed notice, the return receipt signed or unsigned, or the certificate of mailing, is considered evidence of service of the notice

Calculation of applicable time periods (§5112)

- In computing any period of time required or allowed by Court order or by any applicable statute, the day of the act, event or default from which the designated period of time begins to run shall not be included unless specifically included by statute, order or rule
- The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday
- When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays and legal holidays shall be excluded from the computation

Certain conduct by tenant, or tenant's guests, preclude remedies under the Code (§§ 5302, 5307, 5302(e))

- No remedies under the Code are available where the complained about condition was caused by the tenant, a member of tenant's family or any other person on the property with the consent of the tenant
- Some remedies under the Code are unavailable if the tenant is delinquent in the payment of rent
- The tenant may not terminate the lease for a condition caused by the want of due care by the tenant, a member of tenant's family or any other person on the premises with the tenant's consent; if a tenant terminates wrongfully, the tenant shall remain obligated under the lease

II. BECOMING A TENANT

Application fee (§5514(d))

- A landlord may require a prospective tenant to pay an application fee to determine credit worthiness so long as a receipt is provided and records related to such fees retained for two years
- The application fee may not exceed the greater of 10% of the monthly lot rent or \$50
- If the fee exceeds that amount, the tenant is entitled to damages equal to double the amount demanded

Rental agreement or lease terms; when written lease required (§§5105(b), 5106(a)&(b), 5110, 5118) (Although the Code uses the term 'rental agreement' it is the same as 'lease', the more common term which is used herein)

- Leases for period longer than one year must be in writing
- For verbal leases for less than a year, the tenant may request that the lease be put into writing
- Leases that have no term will be presumed to be a month to month lease
- Tendered leases signed by only one party that take effect because the other party either accepts rent (if tenant is the party who signed) or accepts possession of the rental unit (if the landlord is the party who signed) shall be valid for no longer than one year once rent or occupancy commences even if the lease purports to have a longer term.
- The landlord must provide a copy of any written lease and this summary, free of charge, prior to occupancy

Required lease disclosures (§§ 5105(a)(1), 5505(a)(2))

- Names/addresses of the owners or their resident agents
- Names/addresses of anyone who would be deemed a landlord under the lease

Optional lease provisions

Extended absence (§§5506, 5507(a)&(b))

- The landlord may require in the lease that the tenant notify the landlord in writing of any anticipated extended absence from the premises no later than the 1st day of such absence
- If the tenant fails to comply with such notice requirement, the tenant shall indemnify the landlord for any harm resulting from such absence
- The landlord may, during any extended absence, enter the rental unit as is reasonably necessary for inspection, maintenance and safekeeping after providing 48 hours' notice

Subleasing and assignment (§5508)

- Unless otherwise agreed in writing, the tenant may sublet the premises or assign the rental agreement to another
- The lease may restrict or prohibit the tenant's right to assign the lease or condition such right on the landlord's consent which shall not be unreasonably withheld

Optional service fee for amenities (§5311)

- The tenant can agree to the payment of an optional service fee for actual services rendered to the tenant, such as a pool fee or tennis court fee, but any other non-refundable fee as a condition for the tenant living in the rented unit is prohibited

Tenant's payment of taxes (§5315)

- Absent an express provision in the lease stating that the tenant is responsible for paying property taxes on the rental unit, the tenant can set-off the payment of property taxes against the rent
- If rent insufficient to set-off amounts paid, the tenant may bring an action in court to demand and recover the same from the landlord or owner with costs

Prohibited lease provisions; effect of inclusion or enforcement (§§ 5111, 5121, 5301(a)&(b))

- Provisions providing for the recovery of attorney's fees by either party
- Provisions providing for the confession of judgment (where one party agrees to let the other party enter a judgment against him or her)
- Provisions providing for any waiver or limitation on the landlord's liability or indemnification for such liability
- Provisions providing for the waiver of any right or remedy the tenant is entitled to under the Code
- Any prohibited provision contained in a lease is void and unenforceable
- If a landlord attempts to enforce a prohibited provision, tenant may bring an action to recover an amount equal to three months' rent. This does not apply to an attorneys' fee provision, but such a provision is still unenforceable.

Conflicts between the lease and State and federal law (§§ 5101, 5106(e), 5107(d))

- Any provision in a lease (written or oral) that conflicts with the Code is void and unenforceable
- Where provisions of the Code conflict with applicable federal housing regulations, the federal regulations shall be applicable

Security Deposits (If the parties agree to the posting of a surety bond in lieu of security deposit, see §5514A).

Purpose (§5514(c))

- To reimburse the landlord for damages caused to the premises by the tenant which exceed normal wear and tear, or which cannot be corrected by painting and ordinary cleaning

- To reimburse the landlord for reasonable expenses incurred in renovating and re-renting the premises caused by the early termination of the lease, but shall not exceed one month's rent
- To pay the landlord for unpaid rent due under the lease, including late charges and rent due for early termination or abandonment of the lease

Amount (§§ 5514(a),(i)&(j))

- A landlord may require a security deposit not to exceed one month's rent if the lease is for one year or more. There is no security deposit limit on a furnished rental unit
- Where the lease is not for a defined term, or is month to month, the landlord may charge more than one month's rent; however, the excess deposit must be returned to the tenant after one year
- If tenant houses a pet in the unit, the landlord may require the payment of a pet deposit not to exceed one month's rent, regardless of the length of the lease; a pet deposit shall not be charged for a certified trained service animal¹
- If the lease specifies, the landlord may increase the security deposit to an amount commensurate with the rent; if the increase will exceed 10% of the monthly rent, payment shall be prorated over the term of the lease

How Held (§5514 (b)&(g))

- Security/pet deposits must be held in a "security deposit account" at a federally insured bank in Delaware and cannot be used in the operation of the business of the landlord
- The landlord must disclose the location of the security deposit account within 20 days of the receipt of a written request or forfeit the security deposit to the tenant
- Failure to forfeit in this time period shall entitle tenant to double the amount of the security/pet deposit

Procedure for return of security/pet deposits (§5514 (f), (g) & (h))

- Within 20 days of the termination/expiration of the lease, the landlord must either remit the full security/pet deposit or provide the tenant with an itemized listing of damages with the cost of repair and remit any money remaining from the security/pet deposit to the tenant. If the landlord fails to provide the itemized listing, the security/pet deposit must be returned to the tenant in full
- To the extent the damages are caused by pets and there is a pet deposit, the damages must be deducted from the pet deposit first, prior to deducting from the non-pet security deposit. However, a landlord may deduct non-pet related damages from the pet deposit even if the damages are not related to damages caused by a pet if the non-pet security deposit is insufficient to cover those damages
- If the tenant does not agree with the list of damages or the amount being withheld, then the tenant must object to the itemized listing of any damages or the amount of money being withheld within ten days of receipt
- Failure to return any security/pet deposit due to the tenant, shall entitle the tenant to recover double the amount wrongfully withheld by the landlord
- Prior to vacating the property the tenant must provide, in writing, a forwarding address. Failure to do so relieves the landlord of responsibility to provide notice of damages and relieves the landlord of liability to pay double the amount of the security deposit for failing to give notice. If the tenant does not provide a forwarding address, the landlord must hold the unused portion of the security/pet deposit in the account for the period of one year, and the tenant may make a claim for the security deposit in that time.

Notice of amendment or modification to lease upon renewal (§5107)

- The landlord must provide 60 days' notice prior to expiration if the lease is being renewed subject to amended or modified terms.
- Tenant shall object to the amended or modified terms within 45 days prior to expiration of the lease and such rejection will be treated as an effective termination notice. Failure to object presumes the acceptance of the amended or modified terms

III. MOVING INTO THE RENTED UNIT

Failure to make unit available at beginning of term (§§5303, 5304)

- If the rented unit is not ready or if the landlord fails to put the new tenant into full possession at the beginning of the term, then the tenant will not have to pay rent and may give landlord written notice of termination of the lease, and may request the return of all pre-paid rent, security/pet deposit money
- The tenant may bring an action in a court to recover reasonable expenses to obtain substitute housing for one month if the inability to enter is caused by the landlord's failure to conform to building and housing codes
- Where the inability to commence occupancy is due to a holdover tenant, the new tenant may bring an action to evict the former tenant and then recover the costs of the action and the costs of substitute housing from the landlord

¹ The rights of persons with disabilities regarding housing are governed by additional federal and state laws not covered by this Summary. Those laws should be consulted by anyone seeking a complete picture of the rights and responsibilities of landlords and tenants when the tenants are persons with disabilities.

Installation of new locks (§5509)

- A tenant has the right to install a new lock on the door to the rental unit at the tenant's expense so long as the landlord is notified in writing and given a key, the new lock fits into the system already in place and the installation does not cause damage to the door

Condition of rental unit (§5305)

- The rental unit shall comply with laws governing the maintenance, construction, use or appearance of the unit and shall not endanger the health or safety of the tenant
- All areas, facilities and utilities maintained by the landlord shall be kept clean and in good working order
- If the lease provides, the landlord shall provide garbage receptacles

Responsibility for repairs (§§5305(a)&(c), 5307, 5504)

- During the tenancy, the landlord shall maintain the rental unit and fixtures in as good a condition as they were, or ought by law or agreement to have been, at the commencement of the tenancy
- Upon notice of a defective condition, the landlord must commence repairs within ten days and complete repairs in 30 days; upon failure to remedy the defective condition in such time period, then the tenant may do the necessary work in a professional manner and deduct the lesser of one half month's rent or a sum not exceeding Two Hundred Dollars (\$200.00), whichever is less, for the expenditures by submitting to the landlord copies of those receipts covering at least the sum deducted
- Unless agreed otherwise by the parties, if the tenant performs repairs after notice was given and no action was taken by the landlord to cure the defective condition, the tenant may raise as a defense in any subsequent proceeding brought by the landlord for damages due to the repair (i.e. an action in waste) if the repairs were those a prudent owner would take and that such repairs did not reduce the market value of the unit or other interest of the landlord
- The parties may agree in writing, separate from the lease, that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling for adequate consideration so long as the work is for the primary benefit of the rental unit and not for the purpose of bringing the rental unit into code compliance

IV. TENANTS' OBLIGATIONS AND LANDLORDS' REMEDIES**Payment of rent (§§5501, 5502(a))**

- Unless otherwise agreed, the entire rent shall be payable at the beginning of any term for one month or less, while one month's rent shall be payable at the beginning of each month of a longer term
- Rent shall be payable at the time and place agreed to by the parties
- The landlord shall maintain an office or other permanent place for receipt of payments in the County where the unit is located; failure to maintain such an office or other permanent place of payment shall extend the agreed on time for payment of rent by three days beyond the due date
- The landlord shall within 15 days give to the tenant a receipt for rent paid for in cash a cash payment for rent and maintain a record of all cash receipts for three years
- Where the agreement provides for a late charge, the late charge may not exceed 5% of the monthly rent and may not be imposed until five days after the due date. A late charge is considered as additional rent.
- Upon failure to pay rent, the landlord may send the tenant a notice that rent must be paid within five days from the date the notice was given or sent, or the lease will be terminated; the landlord must secure a court order of possession prior to removing tenant

Landlord remedies upon non-payment of rent (§5502)

- If the tenant remains in default after the five day notice period then the landlord may bring an action for summary possession or for recovery of the rent and any late charges
- If the tenant pays all rent due, and landlord accepts the same without giving tenant a written reservation of rights that landlord intends to pursue remedies due to the default, the landlord must not initiate and/or dismiss any pending actions

Tenant's obligations relating to rental unit (§§ 5503, 5505, 5506, 5507)

- Keeping the premises and all plumbing fixtures clean and safe
- Disposing of ashes, rubbish, garbage and other organic or flammable waste, in a clean and safe manner
- Using all electrical, plumbing, sanitary, heating, ventilation and other facilities in a reasonable manner
- Not damaging, or allow others to damage, the unit, the facilities, equipment or appurtenances thereto
- Not tampering with any smoke detector or carbon monoxide detector
- Informing the landlord promptly in writing of any necessary repairs
- Informing the landlord promptly action brought by a third party that may affect the occupancy or interest in the rental unit
- Where the lease provides, informing the landlord in advance of any extended absence
- Unless the lease provides otherwise, using the rental unit only as the tenant's abode

Tenant obligations to obey rules and regulations promulgated by the landlord (§5511)

- Rules and regulations may be promulgated by the landlord to promote the health, safety, quiet, private enjoyment or welfare, peace and order of the tenants and to preserve the landlord's property from abuse
- Such rules and regulations must be reasonable, sufficiently clear and enforced in a fair manner
- The tenant shall be informed of such rules and regulations at time of occupancy. If promulgated subsequent to occupancy or otherwise not provided at the beginning which constitute a substantial modification of the lease, agreed to in writing
- All tenants and other guests of the premises with the consent of tenant shall conduct themselves in a manner that does not unreasonably interfere with the peaceful enjoyment of the other tenants

Landlord's access to the rental unit (§§5509, 5510)

- The tenant is required to provide reasonable access during business hours for the landlord to enter the unit in order to inspect the unit, read utility meters, make repairs, decorations, alterations or improvements or to show the unit to prospective tenants, purchasers or mortgagees
- The landlord is required to give the tenant 48 hours notice of intent to enter for any purpose other than those repairs requested by the tenant or for emergencies; however, the tenant may waive such advance notice in writing as it pertains to prospective tenant or purchasers.
- Where permission is unreasonably withheld, the landlord may seek an injunction in court and the tenant shall be liable to the landlord for any harm proximately caused by the tenant's unreasonable refusal to allow access

Landlord's ability to terminate the lease and commence a court action (§§ 5512, 5513(a)&(b), 5507(c)&(d))

The landlord may terminate the lease and commence a summary possession action:

- Upon tenant's failure to cure the breach of any rule or covenant which is material to the rental unit or remedy neglect of the unit within seven days after written notice. If a substantially similar breach occurs within one year, no notice need be given by the landlord before seeking remedies. This section does not apply to late payment of rent, see § 5502.
- In lieu of a court action, the landlord can remedy the tenant's breach and bill the tenant for the actual and reasonable costs of such remedy; such billing shall be due and payable as additional rent, immediately upon receipt
- Upon tenant's material violation of a rule or regulation provided to tenant at the time of lease, after notice, where the lease was for the rental of a single room in the landlord's primary residence and there are not more than 3 rooms rented to tenants in the building
- Upon failing to use the rental unit only as the tenant's abode (unless the lease provides otherwise)
- Upon wrongful termination of the lease coupled with an indication that the tenant does not intent to resume the tenancy; the abandoning tenant shall be liable for damages caused by the abandonment and costs incurred to prepare and re-rent the unit
- Where a breach causes or threatens to cause irreparable harm, or the tenant is convicted of a class A misdemeanor or felony that caused or threatened to cause irreparable harm during the term of the tenancy, the landlord may without further notice either remedy the breach or immediately terminate the lease and bring an action for summary possession

If there is no appeal from a judgment granting summary possession, the landlord may immediately remove and store, at the tenant's expense, any and all items left on the premises by the tenant; seven days after the appeal period has expired, the property shall be deemed abandoned and may be disposed of by the landlord without further notice or liability

Landlord remedies upon tenant's wrongful deduction or withholding from rent (§5308)

- If the tenant withholds rent or deducts from the rent and the Court finds that the withholding or deduction was wrongful, then the Court can grant the landlord either possession of the rented unit or a judgment for the amount withheld
- If the Court finds that the withholding was done in bad faith then the Court can grant the landlord damages of double the amount withheld by the tenant; if those damages are not paid then the Court can enter a judgment for possession without any further notice to the tenant

Landlord's remedies relating to holdover tenant. (§ 5515)

- If the tenant continues in possession of the premises after the date of expiration or termination without the landlord's consent, such tenant shall be liable for a sum not to exceed double the monthly rental under the previous agreement, computed and pro-rated on a daily basis, for each day the tenant remains in possession for any period
- Upon a court's finding that the tenant's holdover was wrongful, the tenant may also be responsible for any additionally losses incurred by the landlord

V. LANDLORDS' OBLIGATIONS AND TENANTS' REMEDIES

Retaliatory acts by landlord prohibited (§5516)

- A landlord acts in a retaliatory manner if the landlord pursues an action for summary possession, or otherwise attempts to force the tenant to leave the premises, or demands an increase in rent, or decrease services to which the tenant is entitled in response to a tenant's complaint concerning the condition of the rental unit or property, the institution of an enforcement

action based tenant's allegation of non-compliance, organization or participation in a tenant association or pursuit of any legal right or remedy arising from the tenancy

- A rebuttable presumption arises if an adverse action is taken within ninety (90) days after such conduct but such presumption can be overcome by the landlord's showing of a legitimate reason for taking such action
- Upon a court finding that the landlord has engaged in retaliatory actions, the tenant shall be entitled to recover three months' rent or treble the damages sustained by tenant, whichever is greater, together with the cost of the suit (excluding attorney fees)

Landlord's unlawful ouster or exclusion of tenant (§5313)

- If the tenant has been unlawfully ousted or excluded from the unit, the tenant can recover either three times the damages incurred or three times the per diem rent for the period of exclusion. In addition, the tenant has the choice to either recover possession of the unit or terminate the lease.

Landlord's liability for abuse of access to the rental unit (§5510)(b) & (c)

- The landlord shall be liable to the tenant for any theft, casualty or other harm proximately resulting from an entry into the rental unit by landlord, its employees or agents or with landlord's permission or license where the tenant is absent and has not specifically consented to the entry, for failing to obtain the tenant's actual consent when tenant is present and able to consent; or in any other case, where the harm suffered by the tenant is due to the landlord's negligence
- Where the landlord makes repeated demands for unreasonable entry or where any actual entry which is unreasonable and not consented to by the tenant, the tenant may seek an injunction in court or terminate the lease

Special protections for tenant's that are victims of domestic abuse, sexual offenses and/or stalking (§5316)

- A landlord may not take any adverse action against a tenant who has obtained or has sought assistance for domestic abuse, sexual offenses, or stalking from any court, police, medical emergency, domestic violence, or sexual offenses program or service
- A rebuttable presumption arises if an adverse action is taken within 90 days of any incident in which the tenant was a victim

Provisions relating to the death of a sole tenant (§ 5141, 5719)

- Deceased sole tenant means the sole leaseholder under a residential rental agreement entitled to occupy a residential rental unit to the exclusion of all others who have died; the right of any nonleaseholder residing in the unit shall immediately terminate upon the death of the sole tenant
- Upon death of sole tenant, possession shall be returned to landlord without court action after landlord provides the decedent's personal representative 30 days access to remove decedent's belongings if the personal representative has not provided the landlord written notice that access to the deceased sole tenant's residential rental unit is still needed
- During this access period, landlord still retains the right to initiate at any time an action for summary possession and/or monies due, in which case the landlord shall bring the action against the estate of the deceased sole tenant
- If at the time landlord gains possession there is still property inside the deceased sole tenant's residential rental unit, landlord shall have the right to immediately remove and store such property for a period of 7 days, at the expense of the estate of the deceased sole tenant
- If the landlord is not entitled to all or any portion of the security deposit, the landlord shall remit all or a portion of the security deposit within 20 days of receiving possession of the residential rental unit to the personal representative with the required documents evidencing costs of repair

VI. TERMINATION OF THE LEASE

Whenever either party to a lease rightfully elects to terminate, the duties of each party under the lease shall cease (§5515); the following notice provisions shall apply:

Sixty day advance notice by either party of termination prior to expiration (§§5106, 5108)

- If either party intends to terminate an existing lease, they must give 60 days' written notice prior to expiration
- For month to month leases, the 60 day time period starts from the first day of the month following the day of actual notice
- If either party fails to give the 60 day notice, then the lease will continue as a month to month lease and all other terms of the agreement will remain in effect

Thirty day advance notice by tenant under certain conditions (§5314)

- Although the Code provides for situations when less than 60 days' notice is required, landlord is entitled retain the security deposit for all rental arrearage due, including late charges, rent due for premature termination of the lease and/or to reimburse the landlord for all reasonable expenses incurred in renovating and re-renting the premises caused by the premature termination
- The tenant may give 30 days' advance notice, which commences on the 1st day of the month following actual notice, under the following circumstances:
 - The tenant is required by his current employer to move the tenant's residence in excess of 30 miles

- The serious illness of the tenant or a member of the tenant's immediate family member who lives with the tenant requires the tenant to move on a permanent basis
- The tenant is accepted for admission into a senior citizens facility or a group facility or retirement home
- The tenant is accepted for admission into subsidized private or public housing
- The tenant enters the military service of the United States on active duty
- The tenant who is the victim of domestic abuse, sexual offenses, stalking or who is seeking relief from domestic violence or abuse from any court, police agency, or domestic violence program or service
- Where a sole the tenant dies, the personal representative of the estate may terminate with 30 days advance notice

Shorter notice by tenant after failure to cure violation of Code or material breach of lease (§ 5302(b)&(c))

- The tenant may terminate the lease with 15 days' notice if, within the first six months of occupancy, the landlord repeats a violation of the Code or material breach of the lease that it has already committed and promised to correct.
- If the landlord fails to cure any condition which deprives the tenant of a substantial part of the benefit or enjoyment of the tenant's bargain after 15 days of written notice, the tenant may terminate the lease and bring an action for damages in court

Written notice by tenant if within first month of occupancy (§ 5304)

- If a violation of the Code or a material breach of the lease occurs within the first month of occupancy, or thereafter if tenant remains based upon landlord's representations that the condition will be corrected, termination can occur immediately after written notice
- Failure to make unit available at beginning of term constitutes a material breach

Seven days notice by tenant after fire or other destruction of the rental unit (§5309)

- The tenant shall be liable for rent only until vacating a unit damaged by fire or casualty so long as written notice of termination is given to the landlord within seven days of vacating
- The landlord shall timely return any security/pet deposit and pre-paid rent, except that to which the landlord is entitled to retain
- Failure to provide notice shall result in the tenant's liability for rent until the landlord has actual knowledge of the tenant's vacating the rental unit or until further occupancy is unlawful
- If continued occupancy in the rental unit is lawful, the tenant may remain, and the tenant's liability for rent shall be reduced in proportion to the diminution of the fair rental value of the rental unit

Two days notice by tenant after failure to provide essential services (§5308)

- If the landlord fails to provide essential services, provided for in the lease or by law, for a period in excess of 48 hours after being notified by the tenant in writing, then the tenant may:
 - terminate the lease
 - accept equivalent substitute housing, or
 - keep 2/3 per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied; landlord can avoid this liability upon a showing of show impossibility of performance
- Rent withholding does not act as a bar to the later recovery of damages by a tenant if those damages exceed the amount withheld

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date