

DELAWARE RESIDENTIAL LEASE AGREEMENT TEMPLATE

Governing jurisdiction: Delaware (DE). This template is intended for residential property located in Delaware.

This Residential Lease Agreement ("Agreement") is entered into on _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant").
Landlord and Tenant may be referred to collectively as the "Parties."

1. PREMISES

Landlord leases to Tenant the residential property located at _____, City of _____, Delaware, ZIP _____ (the "Premises"), for use as a private residence only.

2. DELAWARE COVERAGE AND LOCAL-CODE READINESS

Property use: _____ City: _____ County: _____ Occupancy days and primary-residence facts: _____ Institutional, fraternal, hotel or motel, coastal-Hundred, tenant-owned-improvement, certified-recovery-house, manufactured-home, or federal-subsidy context: _____

STOP: Test 25 Del. C. §§ 5101-5102 before using this general path. Route commercial units, listed institutional or transient arrangements, qualifying 120-day coastal-Hundred rentals, tenant-owned improvements on rented ground, certified recovery houses, and manufactured-home arrangements to the applicable separate path.

Local review completed: city code ☐ county code ☐ rental license or registration ☐ inspection or occupancy ☐ local disclosure ☐ . Authority and result: _____ Date checked: _____ -
Reviewer: _____. Customer-ready rendering is blocked until the exact city and county and each applicable local result are recorded.

3. DELAWARE LANDLORD IDENTITY AND REQUIRED DELIVERY

Owner name and address: _____ Resident agent name and address: _____
_____ Other person treated as Landlord under the Code — name and address: _____

For a new tenancy, Landlord shall provide the current official Attorney General summary of the Residential Landlord-Tenant Code at the beginning of the term. ☐ Current summary delivered Version or retrieval date: _____
_____ Delivery date: _____. This lease does not recreate that official summary.

Tenant occupancy is conditional on employment: ☐ No ☐ Yes. If yes, attach and complete the separate current section 5123 employee-occupancy disclosure before signing. ☐ Attached Employment and occupancy terms: _____

4. TERM

The lease term begins on _____, 20____ and (check one):

☐ ends on _____, 20____ (fixed term).

☐ continues month-to-month until terminated by either Party with written notice as required by applicable law.

5. DELAWARE EXPIRATION, PERIODIC TENANCY, AND RENEWAL CHANGES

Before terminating a fixed-term or month-to-month tenancy without breach, apply the current section 5106 minimum 60-day written notice and calculate its effective date for the actual tenancy. Federal subsidy rules may control and must be checked separately.

A renewal with modified terms must follow the section 5107 notice, response, and timing process. Proposed modification, notice date, Tenant response, and effective date: _____ This Agreement is not itself a future notice of termination or modification.

6. RENT

Tenant shall pay rent of \$_____ per month, due in advance on the _____ day of each calendar month, payable to _____ at _____.

If rent is not received within _____ days after the due date, Tenant shall pay a late charge of \$_____, to the extent permitted by applicable law.

7. FEES AND DEPOSITS — DELAWARE

Monthly rent: \$_____ Application fee: \$_____. An application fee may not exceed the greater of either 10 percent of monthly rent or \$50. Landlord shall give a receipt and retain the application-fee records for at least two years as current law requires.

Late fee: \$_____ or _____. A late fee may not exceed five percent of monthly rent and may not be imposed during the first five days after rent is due. Apply the additional three-day payment extension when no statutory county payment location exists. Payment location and branch: _____

Lease term: _____ Furnished unit: ☐ No ☐ Yes Federal housing assistance: ☐ No ☐ Yes Security deposit: \$_____. Apply the one-month-rent cap and the term, first-year, furnished-unit, and federal-assistance branches that fit the facts.

Pet deposit: \$_____ Duly certified and trained support animal: ☐ No ☐ Yes. A covered pet deposit may not exceed one month's rent; do not charge a pet deposit for a qualifying support animal.

Deposit escrow institution with a Delaware deposit-taking office: _____ Location disclosed to Tenant: _____ After termination, return the balance and an itemized list of damages and estimated repair costs within 20 days. Termination date: _____ Accounting and balance sent: _____

8. UTILITIES

Tenant shall pay all utilities and services for the Premises, except the following, which Landlord shall pay:

_____.

9. OCCUPANTS

The Premises shall be occupied only by Tenant and the following named occupants:

_____.

10. PETS

(Check one) ☐ Pets are not permitted on the Premises. ☐ Pets are permitted as follows:

_____, with an additional pet deposit of \$_____, to the extent permitted by applicable law.

11. LANDLORD PROPERTY DUTIES — DELAWARE

Landlord shall comply with applicable state and local statutes, codes, regulations, and ordinances; keep the Premises and supplied systems fit, habitable, safe, and in repair; maintain common areas; and provide the facilities and services current law requires.

A Tenant repair or maintenance allocation is effective only if it uses the conspicuous separate writing and satisfies every condition of 25 Del. C. § 5305(c). ☐ No allocation ☐ Separate compliant writing attached. Nothing here activates or waives a state lead-certification duty whose implementation remains unresolved.

12. RIGHT OF ENTRY — DELAWARE

For a permitted ordinary entry, Landlord shall give at least 48 hours' notice and enter only from 8:00 a.m. to 9:00 p.m. Notice is not required for a Tenant-requested repair. Entry purpose, notice date, and proposed time:

Use an emergency, extended-absence, or utility-meter branch only when its facts apply. A notice waiver for showing to prospective tenants or purchasers is effective only in a signed addendum or separate signed document. ☐ No waiver ☐ Separate waiver attached Facts: _____

13. DEFAULT, CURE, AND ANTI-RETALIATION — DELAWARE

For nonpayment, Landlord shall give the written demand and at least five days for payment before seeking possession. For a remediable material breach, Landlord shall give the section 5513 notice and at least seven days to cure. Ground, notice, receipt, cure deadline, and outcome: _____

Separately classify a substantially similar breach within one year, irreparable harm, and every other statutory exception before omitting a cure opportunity. Nothing in this Agreement authorizes retaliatory possession, rent, or service action or waives a statutory remedy or defense.

14. DELAWARE PROTECTED EARLY TERMINATION

Before charging an early-termination penalty, screen for section 5314 grounds including qualifying employment relocation, serious illness, senior or subsidized housing acceptance, entry into active military duty, domestic abuse, sexual offense or stalking, and Tenant death with an authorized surviving spouse or personal representative.

When a statutory ground is established, use 30 days' written notice with the period beginning on the first day of the month after actual notice. Ground, requester authority, actual-notice date, and effective date:

_____ No conflicting lease penalty is authorized.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Delaware.

16. DELAWARE DEFERRED STATE LEAD-LAW GATE

Year constructed: _____ Constructed before 1978: ☐ No ☐ Yes ☐ Unknown. For pre-1978 property, STOP and verify at generation time whether the Chapter 54 implementation trigger has occurred and whether later legislation changed the schedule.

Official implementation notice and subsequent legislation checked: ☐ Authority, date, and result:

_____ Trigger status: ☐ Not implemented ☐ Implemented ☐ Unresolved — STOP.

Only after implementation is confirmed, complete the current section 5406 certification disclosure and section 5407 receipt acknowledgment and deliver the required certification and educational materials. ☐ Current materials attached when required. Do not infer activation from this lease or use this section as the certificate, acknowledgment, or educational material.

17. STATE AND LOCAL REQUIREMENTS

This blank template identifies Delaware as the governing jurisdiction. It does not automatically supply every disclosure, addendum, notice, or local term that may apply to the Premises or Parties. Before signing, review current Delaware law and any applicable city or county requirements, and attach required materials.

18. ADDITIONAL TERMS

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and may be modified only in a writing signed by both Parties.

20. DELAWARE PROTECTED TERMS, EXECUTION, AND FREE COPY

This Agreement does not waive rights or remedies under the Residential Landlord-Tenant Code, authorize confession of judgment, exculpate or limit prohibited Landlord liability, require Tenant indemnity for that liability or its costs, or require a cat to be declawed. A conflicting term must be removed.

A term longer than one year must be in writing. If a tendered agreement is not signed by one Party, apply the section 5110 performance rule only when the exact rent-acceptance or possession facts are satisfied; any resulting term is capped at one year.

Landlord shall provide Tenant a free copy of the rental agreement. Lease tendered: _____ Landlord signed: _____ Tenant signed: _____ Free copy delivered: _____ - Method: _____

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____