

How to complete a Month-to-Month Lease in Georgia

Open-ended residential lease with notice-to-vacate clause and recurring monthly rent.

What this form is for

Landlords and property owners use this form to rent residential property without a fixed end date, allowing either party to terminate with proper notice. It suits situations where long-term commitment is uncertain or month-to-month flexibility benefits both tenant and owner.

Before you start

- Complete property address including unit number if applicable
- Monthly rent amount and due date you intend to charge
- Security deposit amount and Georgia statutory limits for residential properties
- Notice period requirements, typically 30 or 60 days under Georgia law for month-to-month arrangements
- Utility responsibility breakdown showing which party pays water, electric, gas, trash, and other services
- Any house rules, pet policies, or maintenance responsibilities you want documented

Step-by-step

1. Enter the effective date when the lease begins and identify all parties by full legal name and current address. List all adult tenants who will occupy the property.
2. Describe the rental property with the complete street address, city, county, and any unit or apartment number. Include parking spaces or storage areas if applicable.
3. Specify the monthly rent amount in both numeric and written form, the due date each month, acceptable payment methods, and any grace period before late fees apply. Georgia does not cap late fees by statute, so state your policy clearly.
4. Document the security deposit amount and explain the conditions for return. Georgia requires landlords to return deposits within 30 days after move-out, with itemized deductions if applicable.
5. State the notice period either party must provide to terminate the lease. Georgia law requires at least 30 days written notice for month-to-month residential leases, but you may specify 60 days if agreed.
6. Outline maintenance and repair responsibilities, clarifying which items the landlord handles versus tenant duties for minor upkeep.
7. Address utilities, lawn care, snow removal if relevant, and trash service to prevent disputes about who pays and maintains what.

8. Include any restrictions on subletting, occupancy limits, pet policies with associated deposits or fees, and smoking rules.

9. Add signature lines for all parties with printed names and execution date. Keep fully signed copies for your business records and provide one to the tenant.

What lenders look for

- Banks reviewing rental property loans want stable income documentation. Month-to-month leases show flexibility but may weaken your occupancy stability argument. Maintain records of consistent rent collection and tenant payment history to offset this concern.

- Underwriters scrutinize security deposit handling and notice-period compliance because lease disputes create income interruptions. Never commingle security deposits with operating funds, and document your Georgia-compliant refund procedures in writing.

- Avoid leaving rent amount or termination notice blank. Lenders flag incomplete leases as risk factors during portfolio reviews or refinancing evaluations.