

How to complete a Standard Lease Agreement in Georgia

Fixed-term residential lease with rent, deposit, term and standard tenant/landlord clauses.

What this form is for

This form establishes a binding rental agreement between a property owner (landlord) and a tenant for residential space in Georgia. Small-business owners use it when leasing property to tenants or when documenting their own business-related housing arrangements that may affect personal financial statements reviewed by lenders.

Before you start

- Property address with complete legal description including unit number if applicable
- Lease term dates (start date and end date for fixed period)
- Monthly rent amount and due date plus any late fee structure
- Security deposit amount and conditions for return under Georgia law
- Tenant and landlord legal names, current addresses, and contact information
- List of included utilities, parking spaces, appliances, and any property amenities

Step-by-step

1. Fill in the date of the agreement and the full legal names of all parties. If multiple tenants will occupy the property, list each person who will be financially responsible.
2. Enter the complete property address and describe the premises being leased, including any specific portions like garage, storage, or yard access.
3. Specify the lease term with exact start and end dates. Georgia allows any term length but lenders prefer seeing consistency in six-month or one-year increments.
4. State the monthly rent amount in both numerals and words, the due date each month (typically the first), acceptable payment methods, and where payment should be delivered or sent.
5. Document the security deposit amount. Georgia law does not cap deposits but requires landlords to provide a written list of pre-existing damages and return deposits within one month after lease ends, minus itemized deductions.
6. Complete sections on utilities, maintenance responsibilities, and property rules. Be specific about who pays water, electric, gas, trash, and lawn care.
7. Review and initial Georgia-required disclosures including lead paint notice for pre-1978 buildings and any homeowner association rules that bind tenants.

8. Add any special provisions such as pet policies, smoking restrictions, renewal options, or early termination clauses with associated fees.

9. Both parties sign and date in the presence of a witness if requiring notarization for recording purposes, though Georgia does not mandate notarization for standard residential leases.

What lenders look for

- Banks scrutinize lease agreements when evaluating rental income for debt-service coverage ratios. Ensure rent amounts match your loan application and tax returns exactly, as discrepancies raise red flags during underwriting.

- Avoid handwritten changes or cross-outs without both parties initialing each alteration. Lenders view messy documents as signs of disputes or informal arrangements that may not hold up legally.

- Keep fully executed copies showing all signatures and dates. Unsigned or partially completed leases cannot be used to verify income streams for commercial loan applications.