DELAWARE

Fill out online

LEASE RENEWAL AGREEMENT

Blank form - complete all applicable fields before signing

1. Renewal and monthly charges

Renewal begins	Renewal ends (inclusive)
Current monthly rent (USD)	Renewed monthly rent (USD)
Rent due day each month	Security deposit already held (USD)
Existing recurring fees / utilities	

No additional security deposit, renewal fee or other one-time charge is due under this agreement. Existing lawful recurring charges listed above continue; no new charge is created. Deposit accounting, interest and return obligations remain governed by applicable law.

2. Existing lease and parties

Street address / unit	
City / town	County
ZIP code	Contact phone
Original lease signed	Current term ends
Landlord legal name	
Signing agent, if any	
Landlord notice address	

Print pages 1-3 for the agreement and any included disclosures. Guide: 4.

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Contact email

3. Agreement

The landlord and all tenants identified in this agreement mutually extend the existing written lease identified above for the same premises. The renewed term begins and ends on the dates stated above. The renewed monthly rent applies from the renewal start date, subject to applicable law.

Except for the renewed term and monthly rent expressly stated here, the lawful provisions of the existing lease and its existing addenda continue unchanged, including payment method, rent due day, utilities, maintenance and occupancy provisions. The existing lease must be kept with this agreement.

This agreement does not add an automatic-renewal provision, change any party, extend a guaranty, impose a new fee, waive a claim, or waive any nonwaivable right. An unlawful term in the existing lease is not validated by this renewal. If a provision conflicts with mandatory law, that law controls.

The stated end date is not a notice to vacate or a waiver of renewal, notice, just-cause, rent-limit, habitability, security-deposit, anti-retaliation or other protections. Any later termination, holdover or further renewal is governed by applicable law and the lawful terms of the lease.

All parties should receive a complete signed copy together with the original lease and required disclosures. Signing this document does not establish that a separate notice has been delivered or that a proposed rent increase is lawful.

4. Documents kept with this renewal

Keep this agreement with the original lease and all existing addenda. Provide each party with the complete signed packet and every applicable state, local and federal disclosure. Required notices must be delivered separately on time; signing this renewal does not cure a missing notice or authorize an unlawful increase.

Additional documents

Before signing

Section 5107 requires advance notice of modified renewal provisions, including rent, at least 60 days before the existing term expires. Review the tenant's statutory response rights. Signing this agreement does not replace that notice.

For the same home and parties, with a renewed term of up to one year. Complete all applicable fields, keep the original lease, and attach required disclosures. Prescribed regulated-housing forms are outside this template.

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5. Signatures

By signing, each person agrees to the renewal above and confirms receiving and reviewing the existing lease and listed documents. An agent signs only with authority for the landlord. No guarantor obligation is extended by this agreement.

Use one row per signer. Leave unused tenant rows blank.

Landlord or authorized agent

Full legal name	Signature	Date signed

Tenants

Full legal name	Mobile (optional)	Signature	Date signed

Plan the renewal notice

Give written notice of proposed changes

Under 25 Del. C. 5107, a landlord renewing with changes generally must give written notice at least 60 days before expiration. Identify the changed terms, rent or deposit amounts and effective date. A tenant's termination deadline after receiving that notice is generally 45 days before the last day of the term. Read the section's effect of rejection and subsidized-housing exceptions.

Official source

Check the existing term

Sections 5106 and 5108 distinguish termination notice from rollover. For a month-to-month termination, the 60-day notice period ordinarily begins on the first day of the month after actual notice. For certain year-long or longer agreements, the tenancy can continue month to month when neither party gives the required notice.

Official source

Track security deposits

Check the applicable limit

Section 5514 generally limits the deposit to one month's rent for agreements of one year or more, and for qualifying indefinite or monthly tenancies after one year. Check the furnished-rental and applicable assisted-housing exceptions. Record the existing balance and review any required credit separately.

Official source

Document move-out accounting

Section 5514 generally requires an itemized damage list, repair estimates and the remaining deposit within 20 days after termination or expiration. Retain condition records and proof of delivery. Consult section 5514 for escrow, permissible deductions and exceptions.

Official source

Sign, deliver and keep copies

Provide the state guide when required

Under section 5105, review the disclosure and copy duties. For a renewal of one year or more, provide the state landlord-tenant guide as required. Obtain it from the Delaware Department of Justice and keep a record of delivery.

Official source

Assemble the agreement

Have each tenant sign and date a separate row. Give each party a signed copy with the original lease and applicable riders. Print pages 1-3 for the agreement.