Delaware Month-to-Month Lease Agreement

1. Parties and rental home

Landlord / owner name

Landlord phone

Landlord email (optional)

Tenant 1 full name

Tenant 1 phone

Tenant 1 email

Tenant 2 full name

Tenant 2 phone

Tenant 2 email

Tenant 3 full name

Tenant 3 phone

Tenant 3 email

Tenant 4 full name

Tenant 4 phone

Tenant 4 email

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Tenant 5 full name

Tenant 5 phone

Tenant 5 email

Tenant 6 full name

Tenant 6 phone

Tenant 6 email

Rental address, unit, city, state and ZIP

Other authorized occupants

Delaware residential occupancy is granted to the named Tenants for the identified home and agreed occupants. The property details state the rental type, bedrooms, bathrooms, furnishings and supplied appliances. Use is residential and lawful; protected family status, reasonable accommodations and other fair-housing rights are preserved. Each signing Tenant is jointly and severally responsible for lawful obligations under this agreement, but naming an occupant does not create a guaranty or authorize service of every legal notice on that occupant. Assignment requires Landlord's written consent. Subletting requires Landlord's consent, which may not be unreasonably withheld under 25 Del. C. section 5508. No assignment or release of one Tenant discharges another without express agreement or controlling law.

2. Lease term

Lease start date

This tenancy begins on the stated start date and continues from month to month until lawfully terminated. Landlord must deliver lawful possession at commencement. If possession is unavailable, rent abates and Tenant retains the remedies under section 5304 of Title 25. Either party may terminate under 25 Del. C. section 5106(d) by giving at least 60 days of written notice. The notice period starts on the first day of the month after actual notice. Renewal modifications are subject to section 5107. Statutory early-termination rights, including those under section 5314 and applicable

federal law, remain available.

3. Rent and payment

Monthly rent ($)

Day due each month

Payment method and delivery instructions

Late fee terms

Returned-payment terms

Delaware rent is the stated monthly payment, payable on the agreed day at the stated place using the agreed payment methods. Identify the first rental payment, its due date, any early possession and proration, and any prepaid rent with its exact coverage period. Prepaid rent is credited to that period and cannot duplicate a charge for the same days. If Landlord lacks an office or permanent place for timely payment in the county where the unit is located, section 5501 extends the agreed payment date by three days. Any expressly agreed late charge may not exceed five percent of monthly rent and may not be imposed within five days of the legally applicable payment date; any longer agreed grace applies. A lawful late charge is additional rent under Delaware law. No late charge or returned-payment charge is imposed unless expressly stated and lawful. Cash rent requires a receipt within 15 days and Landlord keeps cash receipt records for three years. Landlord may not refuse rental payments by or on behalf of Tenant contrary to section 5502. Payment methods, a due date or a fee clause do not waive a statutory defense, credit or remedy.

4. Security and move-in payment

Refundable security ($)

Other refundable security ($)

First rental payment ($)

Prorated period, if applicable

Combined initial schedule ($); separate dates may apply

Move-in payment due date

Delaware security is refundable and held for Tenant's benefit. This agreement limits combined general security, including any additional refundable move-in security, to one month's rent for all rentals supported by this form. That agreed limit is stricter than the statutory cap for some furnished

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

or shorter-term rentals. No separate pet deposit, nonrefundable security or surety bond is created. Landlord places security in a designated escrow account at a federally insured bank with a Delaware office accepting deposits, separate from operating money, and discloses the location in property details without publishing an account number. Deductions are limited to amounts permitted by section 5514, including legally recoverable arrears and actual damage beyond normal wear; ordinary painting and cleaning alone do not justify damage deductions. Within 20 days after expiration or termination, Landlord returns the amount due and supplies any required itemized damage list and estimated repair costs. Tenant may object in writing within 10 days of receiving the payment and accounting. Tenant should give a written forwarding address before or at termination; section 5514(h)'s address, later written claim and refund rules control. Statutory forfeiture and double-damage remedies remain available. Security is not automatically the last month's rent. No interest is promised except as otherwise agreed or legally required, and no interest legally belonging to Tenant is waived.

5. Utilities, services and appliances

Electricity: responsible party

Amount, split or other terms

Gas: responsible party

Amount, split or other terms

Water: responsible party

Amount, split or other terms

Sewer: responsible party

Amount, split or other terms

Trash: responsible party

Amount, split or other terms

Internet: responsible party

Amount, split or other terms

Parking: responsible party

Amount, split or other terms

Included appliances, services and storage

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Delaware utility choices above state who pays electricity, gas, water, sewer, trash, internet/cable and other services; any special arrangement must be described. Landlord supplies all listed furnishings and appliances and the agreed parking spaces and access. Parking charges, if any, are expressly recorded with their amount, frequency and due date; unspecified charges are not due. For consumption-based landlord utility billing, section 5312's separate metering, actual-cost and other conditions apply; no profit or prohibited markup is authorized. A written allocation of a utility not charged by consumption may pass through actual cost as allowed by section 5312(i), without aggregate charges exceeding that cost. State the lawful billing basis and frequency. Consumption-based Landlord bills are at least monthly, with lawful readings and estimation limits; non-consumption actual-cost billing is monthly or quarterly as agreed. Preserve Tenant's right to inspect supporting bills and records, which Landlord retains for at least one year. A payer selection does not transfer a nondelegable habitability or essential-service duty. No utility interruption, shutoff or withholding of access may be used for an unlawful eviction.

6. Care and maintenance

Maintenance contact and reporting instructions

Delaware care obligations require Tenant to keep the occupied home reasonably clean and safe, dispose of waste properly, reasonably use fixtures and supplied facilities, prevent intentional or negligent damage, and promptly report defective conditions in writing when practicable. Landlord maintains the premises, common areas, supplied electrical, plumbing, sanitary, heating, cooling and other facilities as required by section 5305 and applicable codes, and supplies required essential services. Agreed Tenant maintenance cannot transfer a nondelegable duty or excuse Landlord's statutory liability. Landlord's supplied appliances are not categorically excluded from lawful maintenance duties. Tenant must not disable smoke or carbon-monoxide alarms and promptly reports deficiencies; battery care or agreed routine tasks do not transfer Landlord's installation, safety or repair duties. Ordinary wear, a latent defect and loss not legally caused by Tenant are not automatically Tenant's responsibility.

Delaware move-in inspection arrangements and existing conditions are recorded in property details and any supplied checklist. Completing a checklist or taking possession does not waive hidden defects or statutory remedies. Alterations require prior written consent except where law protects the change. Tenant may install a replacement lock at Tenant's expense after written notice and supplying Landlord a key, if it fits the existing system and does not damage the door under section 5509. At surrender Tenant removes belongings and leaves the home reasonably clean, allowing ordinary wear; no better-than-original or Landlord-only condition judgment controls. Return all keys and access devices according to the stated procedure, including closed-office instructions, without a requirement to surrender before the lease ends. All signing Tenants must comply. If instructions are absent, the section 5125 fallback allows keys left in the unit or a clearly identified secured drop box with written notice of location and return date, or in-person return next business day when the office was closed on the final day. Key return cannot be used to evade statutory deposit or possession rights.

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

7. Access

Delaware entry requires at least 48 hours' prior notice, except repairs requested by Tenant, and occurs between 8 a.m. and 9 p.m. under section 5509. Tenant will not unreasonably withhold consent to lawful inspections, necessary or agreed work, agreed services and lawful showings. In an emergency Landlord may enter at any time. This agreement contains no separate waiver of 48-hour notice for prospective tenant or purchaser showings. Reasonable meter readings, extended-absence access and pest inspections follow applicable law. Landlord may not abuse entry, harass Tenant or disclaim liability imposed by section 5510. Tenant gives written notice of an anticipated extended absence by its first day when required by the stated absence terms.

8. Animals, smoking and community rules

Pet terms; assistance-animal rights remain protected

Delaware animal terms above identify permitted ordinary pets, number, type and any lawful restrictions. No ordinary pet is authorized by an unanswered field, and no separate pet fee, periodic pet rent or pet deposit is imposed by this form. Assistance animals are not ordinary pets and are addressed under applicable fair-housing accommodation law, without an automatic pet charge or restriction. Tenant supervises animals, removes waste and prevents unreasonable disturbance or damage. Recoverable animal damage remains subject to lawful causation and deduction rules, without automatic forfeiture. No cat declawing requirement is created.

Areas where smoking is allowed or prohibited

Community rules incorporated into the lease

Delaware community and smoking rules are the express choices and identified written rules supplied with this agreement. Avoid unreasonable noise, waste, obstruction and unlawful activity; keep exits clear. Guests staying more than 48 hours require consent, subject to reasonable accommodations and other protected occupancy rights, and does not authorize automatic eviction. State any agreed waterbed permission and conditions in property details. Hazardous-material restrictions permit ordinary safe household products and do not defeat protected uses or accommodations. Rules must satisfy sections 5511 and 5512. Tenant is responsible for legally recoverable harm caused by Tenant or persons for whom Tenant is legally responsible, not Landlord's legal liability. Landlord's insurance generally does not insure Tenant's belongings or personal liability; separate renter insurance is recommended, with no compulsory policy silently imposed. Neither party indemnifies the other for that other's liability imposed by law.

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

9. Default, damage and move-out

Delaware defaults and remedies follow the Residential Landlord-Tenant Code and controlling federal law. For nonpayment, Landlord may demand payment only after the period before late fees may be imposed and must give at least seven days under section 5502 before filing. Landlord accepts full rent tendered by or for Tenant and may not initiate or maintain the nonpayment action once all rent due is paid as provided there. Eligible post-judgment redemption under section 5716A remains available before actual eviction; its statutory exceptions and payment rules control. Applicable post-filing residential eviction diversion and court affidavit requirements under section 5702A remain effective. Other material breaches generally receive the section 5513 seven-day notice and cure, subject only to lawful exceptions. An arrest alone is not an automatic breach terminating this lease. No future rent acceleration, confession of judgment, unlawful lockout or self-help disposal is authorized. Landlord mitigates abandonment losses under section 5507 and follows lawful judgment, appeal, storage and disposal procedures, rather than treating seven days' absence as automatic abandonment. A lease term cannot shift attorney fees contrary to section 5111. Retaliation is prohibited. Tenant retains repair, rent relief, possession, casualty and protected early-termination remedies under sections 5302–5317 and other law. Casualty loss does not automatically make Tenant liable; liability requires lawful grounds and causation. Notices, court process and all nonwaivable rights control over an inconsistent clause.

10. Management and property disclosures

Authorized manager name

Manager mailing address

Owner / agent for service and notices

Address for service and notices

Delaware management and notice contacts above prominently identify Landlord, the property owner or resident agent as required, and the manager, with their business addresses and recorded telephone contacts. Landlord keeps required section 5105 information current and gives Tenant a free copy of the written rental agreement. Contractual written communications use the stated mailing/notice addresses; service of a statutory demand, termination or court document must follow the legally required method. Electronic signing consent alone does not substitute email for required statutory service or appoint one occupant to receive every notice for all Tenants. Supply the Attorney General's code summary at commencement under section 5118 and the

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Coordinator-approved legal-representation information at signing under section 5606, with each Tenant retaining a copy. Those are separate requirements, not substitutes for other required notices.

Construction year

Delaware property details

Complete the applicable property information below. Lead questions apply to covered housing built before 1978. Lead details, records and other-condition details apply when those answers are selected. Identify separate documents given directly to each tenant; no upload is needed.

Property

City / local jurisdiction

County

Rental type

Bedrooms

Bathrooms

Furniture supplied

Furniture supplied by Landlord

Appliances supplied by Landlord

Additional local notices or terms

Contacts

Property owner / resident agent name

Owner / resident agent business address

Manager telephone

Payments

In-county permanent place for timely rent payments

Permanent rent payment location

Agreed late charge in dollars

Agreed late-charge grace period in days

Additional prepaid rent

Additional prepaid rent amount

Prepaid rent coverage and due date

Early possession before lease start

Separate early-possession rent amount

Early possession date, rent and payment due

Separate parking charge

Parking charge amount

Parking charge frequency

Parking spaces, location and payment due

Security

Security escrow bank and location

Move-in and move-out

Keys and return procedure

Joint move-in checklist

Waterbed permitted

Property disclosures

Occupancy prohibition or unresolved unsafe condition

Known or reasonably suspected current bed bugs

Adjacent unit currently infested or under treatment

Adjacent infestation or treatment details

Utilities

Landlord separately bills utilities

Separately metered consumption billing approved

Utility billing basis, frequency and records

Property disclosures

Known lead paint or lead hazards

Tenant initials: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Known lead information

Available lead records or reports

Lead records supplied

Agent acting for Landlord

Other property conditions or required disclosures

Other conditions and documents supplied

Incorporated addenda and document index

Delaware property answers and applicable supplied documents form part of this agreement. Landlord may not show, rent or lease a vacant unit known or reasonably suspected to have a current bed-bug infestation under section 5317, and discloses before renting whether adjacent units are currently infested or under treatment. Statutory inspection, response, remediation, access and cost-allocation duties remain with the persons assigned by law. For covered pre-1978 housing, Landlord supplies the federal lead warning, known lead information, all available records, any required signed agent certification and the approved EPA pamphlet before Tenant becomes obligated. Other required property-specific and local documents are identified and given directly by

Landlord to each Tenant with the lease; no upload is requested. Every Tenant separately confirms the documents actually received. A receipt does not certify the home is hazard-free or waive a protected right, and an unanswered question is not an assertion that a condition is absent.

Delaware required notices

DELAWARE DOCUMENTS AND CURRENT-LAW NOTICE
The included Attorney General summary is the October 2024 edition currently linked by the Attorney General; later statutory changes control. In particular, current section 5502 requires the applicable late-fee waiting period and at least a seven-day nonpayment demand, with acceptance of full rent and eligible redemption rights under section 5716A. No older five-day summary language shortens these rights. The included right-to-representation notice is separate from that summary. Landlord also supplies any other currently required state, local or property-specific information directly to each Tenant before signing.

The official Attorney General code summary and court-linked right-to-representation notice are included below. Give identified property-specific documents directly to every tenant before signing; no upload is used.

Lead-based paint disclosure — covered pre-1978 housing

☐ Applies to this tenancy ☐ Not applicable after review

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.

For covered housing, each Lessee acknowledges receipt of the lead information and listed records above and the EPA pamphlet Protect Your Family From Lead in Your Home. Each Lessor and Lessee certifies that their statements are accurate to the best of their knowledge by their signature and date at the end of this agreement. Any involved agent supplies a signed acknowledgment of informing Lessor of the obligations under 42 U.S.C. 4852d and the agent’s duty to ensure compliance. Lessor and any agent retain the completed signed disclosure or lease for at least three years from commencement of the leasing period.

11. Additional agreed terms

Additional terms

12. Entire agreement

This Delaware agreement consists of its completed terms, property answers and specifically identified supplied addenda. Delaware law governs together with controlling federal and applicable local law. The parties attempt good-faith discussion of disputes when practicable without postponing a legal deadline, emergency relief or protected remedy. Written agreed changes and lawful successors bind the parties only to the extent permitted by law. An unenforceable provision is severed if the remaining lawful terms can operate; it does not validate a prohibited fee, liability waiver or statutory-right waiver. A written waiver of one breach does not waive later breaches or nonwaivable rights. Each signer may choose paper execution or voluntary electronic execution and retains the complete agreement. Electronic signatures apply to the same frozen version and identified document list, with Landlord signing after the Tenants. Headings and grouped sections aid navigation and do not change the substantive Delaware terms. The parties may execute this agreement in person. Each party retains a complete signed copy, including applicable incorporated disclosures.

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 2024

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 2024

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 51through 59 of Title 25 (collectively referred to as "the Code") that can be found in its entirety online at: https://delcode.delaware.gov/title25/index.html. **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 laws 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. If you have any questions about the Code, or any of its provisions, you should consult with an attorney. You may be eligible to receive free legal assistance from one of the following:

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

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 tenants own their homes and lease the land on which the home sits, *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
- Email and texts are <u>not</u> valid methods of providing 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 stated 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 to the tenant a copy of any written lease and this summary, free of charge, prior to occupancy

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

- The names and 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

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 may condition such right on the landlord's consent. If the tenant can assign the lease with landlord consent, the landlord shall not unreasonably withhold such consent.

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 the 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
- Provisions requiring a tenant to declaw a cat
- 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
- 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 animal[1]
- 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 in writing within 10 days of receiving the portion of the deposit not withhold by the landlord
- 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

[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.

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 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

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, 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 Four Hundred Dollars ($400.00), 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 fails to pay rent as required in the lease, the landlord may send the tenant a notice stating that their lease will be terminated if they do not pay by the date specified in the notice. The notice must provide the tenant with at least 5 days to pay from the date the notice was given or sent.
- If the tenant remains in default after the notice period, the landlord may bring an action for summary possession or for recovery of the rent and any applicable 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 a summary possession action and must dismiss any pending actions

Tenant 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 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 tenants or purchasers.
- Where permission is unreasonably withheld, the landlord may *see*k 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 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
- If the rental unit is a single room in the landlord's primary residence in a residence with no more than three rooms rented to tenants in the building and no more than three tenants in the building: Upon tenant's material violation of a rule or regulation provided to tenant at the time of lease.
- 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 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, otherwise attempts to force the tenant to leave the premises, demands an increase in rent, or decreases 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 of retaliation arises if an adverse action is taken within ninety (90) days after such conduct, but this 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, then 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 or 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 *see*k 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 the lease's 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)

- 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 *see*king 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 shall 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

IMPORTANT NOTICE

FREE LEGAL REPRESENTATION FOR DELAWARE TENANTS

IN EVICTION AND LOSS OF PUBLIC HOUSING/HOUSING VOUCHER CASES

If you are facing eviction or loss of your housing voucher (subsidy), you may have the right to FREE legal representation from one of Delaware's legal aid agencies.

Contact us immediately to see if we can help:

VISIT:

bit.ly/EvictionHelpDE

SCAN:

OR CALL:

302-478-8850

Please keep this information for future reference.

This notice must be provided to tenants when entering a rental agreement and on the first renewal or modification of a rental agreement, and it must be attached to any action brought against a tenant in rental housing including any:
notice of nonpayment under 25 Del. C. § 5502; notice of lease violation under Del. C. §5513;
notice of lease termination under 25 Del. C. §5106; or notice to terminate a state or federal housing subsidy.
Effective November 22, 2023

DELAWARE LEGAL AID FOR EVICTION DEFENSE
Office of the Right to Representation Coordinator

DELAWARE VOLUNTEER LEGAL SERVICES, INC. DVLS ESTABLISHED IN 1981

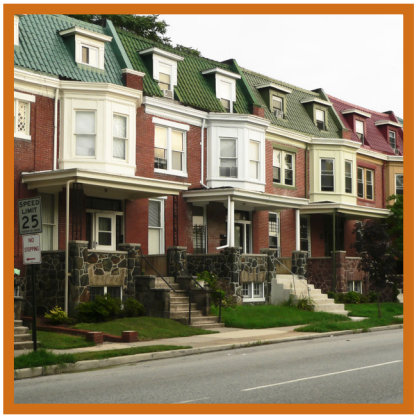
CLASI COMMUNITY LEGAL AID SOCIETY, INC.

LSCD Legal Services Corporation of Delaware, Inc.

Notice Date: 11/22/2023







Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2026

English

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



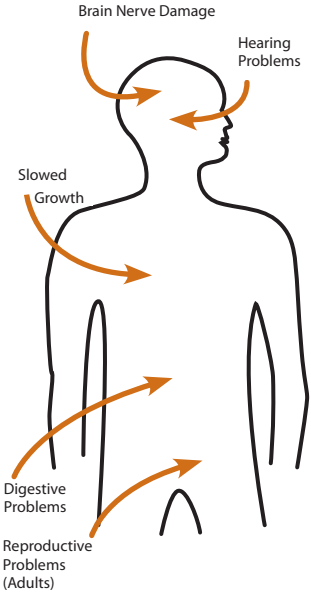
Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please see pages 13 and 14 for more information on sources of lead exposure.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.



In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.

In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

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* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on pages 9 and 11, especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on page 11.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

The only way to find out if paint, dust or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
  - A portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory



- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 40 µg/ft^2 for interior window sills
- 100 µg/ft^2 for window troughs

Abatements are designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels (see page 6) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency (see pages 15 and 16), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline
For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration
For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention
For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies
Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada , Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East-West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH
lead.regulations@hud.gov
hud.gov/lead

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U.S. EPA
U.S. CPSC
U.S. HUD

EPA-747-K-26-001
January 2026

IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Signatures

TENANT 1 SIGNATURE

Full signature

Date signed

TENANT 2 SIGNATURE

Full signature

Date signed

Signatures - continued

TENANT 3 SIGNATURE

Full signature

Date signed

TENANT 4 SIGNATURE

Full signature

Date signed

Signatures - continued

TENANT 5 SIGNATURE

Full signature

Date signed

TENANT 6 SIGNATURE

Full signature

Date signed

Signatures - continued

LANDLORD / OWNER SIGNATURE

Full signature

Date signed