

Texas Month-to-month lease agreement

Independently formatted template. Consult a lawyer. This builder applies no signatures or initials. Read the entire document and complete the required disclosures and signing steps.

Parties and dwelling

Landlord: _____
Landlord notice address: _____
Record owner: _____
Record owner address: _____
Management company, if any: _____
Adult tenants: _____
Dwelling: _____
Construction year: _____
Permitted occupants: _____

Term

The tenancy begins _____ and continues month to month. Rent is payable monthly. Under Texas Property Code 91.001, termination by ordinary notice occurs on the later of the stated termination day or one month after notice is given. This agreement does not change that ordinary notice period. Statutory termination rights and breach procedures remain applicable.

Rent, deposit and use

Monthly rent: \$_____, due on day _____ of each month. Payment: _____
Refundable security deposit: \$_____. The deposit is not prepaid rent.
Utilities: _____
Pet policy: _____

The dwelling is rented for residential use by the identified tenants and occupants. No late fee is created by this agreement. Changes to the agreement must be documented and agreed by the parties, subject to applicable law.

Condition, repair and access

The parties should keep a signed move-in condition record and photographs. The landlord remains responsible for duties that cannot be waived under Texas law. The tenant must give repair notices using the procedure required by applicable law and this agreement's notice address. Neither party is granted a right to unlawful self-help eviction. Except for emergencies or entry authorized by law, the landlord will give at least 24 hours' notice before a reasonable inspection or repair; this is a promise in this template, not a statement that Texas imposes a universal 24-hour rule.

Tenant repair remedies: notice under 92.056(g)

If the conditions for landlord liability in Texas Property Code 92.056(b) are met, a tenant may terminate the lease, repair or remedy the condition under 92.0561, deduct qualifying repair costs from rent under 92.0561, or obtain judicial remedies under 92.0563. These remedies require the applicable notices, a reasonable opportunity for repair and other statutory conditions; they are not a general permission to withhold rent. Section 92.0561 restricts eligible conditions, notices, timing, contractors and deductions. The deduction limit is ordinarily one month's rent or \$500, whichever is greater, with special rules for subsidized rent. A tenant electing termination has the refund rights and remedy limitations in 92.056(f). Read 92.056 and 92.0561 before acting.

Special statutory termination rights

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

Tenants may have special statutory rights to terminate the lease early in certain situations involving certain sexual offenses or stalking.

These rights and their conditions are addressed in Texas Property Code 92.016, 92.0161 and 92.017 and other applicable law.

Deposit return and deductions

Subject to Texas Property Code 92.103-92.107, the landlord must refund the deposit within 30 days after surrender of the premises, but is not obligated to return it or give the deduction description until the tenant gives a written forwarding address. Failure to supply that address does not forfeit the tenant's refund right. Deductions must comply with law; normal wear and tear is not chargeable damage. The statutory exceptions governing itemization remain applicable.

Additional agreed terms

Mandatory statutory rights control over inconsistent terms. Local ordinances, subsidized-housing conditions and property-specific requirements may require additional documents. This ordinary-dwelling template does not cover commercial premises, a sublease, a room in a shared home or specialized housing.

Signatures

Landlord printed name: _____

Signature: _____ Date: _____

Adult tenant printed names: _____

Tenant signature: _____ Date: _____

Additional tenant signature: _____ Date: _____

Attach signature lines for every additional adult tenant.

Texas flood disclosure

Dwelling and flood notices

Dwelling: _____

_____ () is or () is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

_____ () is or () is not aware that the dwelling you are renting has flooded at least once within the last five years.

Provision and receipt

The landlord and tenants sign below to evidence provision and receipt of these notices at or before lease execution.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Additional tenant: _____ Date: _____

Lead-based paint disclosure

Lead warning and disclosure

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.

Complete and attach the EPA lessor disclosure form supplied with the blank download links. Disclose actual knowledge; provide all available records and reports and the approved Protect Your Family from Lead in Your Home pamphlet before signing. Each party must complete the acknowledgments and sign the disclosure. The application does not certify that these steps occurred.

EPA form: https://www.epa.gov/sites/default/files/documents/lesr_eng.pdf

Pamphlet and disclosure guidance:

<https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards>

Review checklist and sources

Both parties sign the agreement and the required flood notice. Chapter 92 is not a general requirement to notarize every residential lease. Federal lead disclosures apply to most pre-1978 housing and must be completed before signing; use the linked government form and pamphlet.

For most pre-1978 housing, provide known lead information, available reports, the approved pamphlet and completed signed disclosure before the lease is signed.

Ordinary month-to-month notice under 91.001 uses the later stated termination day or one month after notice; the statute includes contractual and breach exceptions.

Source checked 2026-10-01: <https://tcss.legis.texas.gov/resources/PR/htm/PR.92.htm>

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Source checked 2026-10-01: <https://www.epa.gov/lead/real-estate-disclosures-about-potential-lead-hazards>

Source checked 2026-10-01: https://www.epa.gov/sites/default/files/documents/lesr_eng.pdf