

## **Renters Without a Formal Written Lease Agreement**

Renters without a formal written lease, also called “tenants without a lease,” have legal rights. These rights can vary based on whether they have a month-to-month agreement or are just living in a rental without a lease. These rules can differ by state in the United States.

### **Tenancy Status: Month-to-Month vs. Implied Tenancy**

**Month-to-Month Tenancy** – Renters without a written lease are automatically considered to be on a month-to-month rental agreement, even if there is no formal contract. This means that either the landlord or tenant can terminate the rental agreement with proper notice (30 days).

**Implied Tenancy** – If you’ve been paying rent regularly and the landlord has accepted it, there’s an implied rental agreement, even if there’s no written lease agreement. The consistent rent payments creates informal tenancy.

### **Right to Notice Before Eviction**

**Eviction Rules** – Even without a formal lease, tenants cannot be evicted without cause. If the landlord wishes to evict a tenant, they must follow specific eviction procedures, including providing notice. The amount of notice can vary by state, but typically, a 30-day notice is required for month-to-month tenants.

**No-Cause Eviction** – In some states, a landlord can end a month-to-month tenancy without a reason, if they give proper notice.

**Eviction for Cause** – A tenant can only be evicted for certain reasons, such as nonpayment of rent, violating rental rules, or engaging in illegal activities.

### **Rent Payment and Increasing Rent Amounts**

**Paying Rent** – Tenants are still required to pay rent without a lease agreement. Renters must pay rent consistently and on time.

**Rent Increases** – Landlords can raise the rent if they comply with local rent control laws and provide proper notice (usually 30 days in advance for month-to-month tenants).