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Simple residential lease agreement california

California lease agreements allow a property owner (lessor) and a tenant (lessee) to enter into a binding rental agreement for residential or commercial property. The legally binding contracts cover all terms and conditions pertaining to a rental unit such as rent amount and payment date, security deposit, tenant and landlord responsibilities, and termination date. It is recommended that the landlord perform a credit check (through a rental application form) of any prospective tenants to ensure that they are financially stable enough to rent the property. Laws - CIV, Div. 3, Part 4, Title 5 (Hiring of Real Property) By Most Popular California Residential Lease Agreement | PDF - MS WordA California standard residential lease agreement is a written contract between a landlord and tenant for the renting of property in return for monthly rent. The tenant agrees to make payment and abide by the rules and terms of the agreement. If for any reason the tenant should break the lease, such as non-payment of rent or other lease violation, the landlord will have the... Download E-Mail California Month-to-Month Rental Agreement | PDF A California month-to-month lease agreement is for tenants and landlords seeking to have an arrangement that is temporary and renews every time rent is paid. Typically, the landlord will collect a one (1) month security deposit in case of damage or if the tenant does not pay rent. A month-to-month rental agreement can be terminated under CIV 1946 with 30 days' notice. Table of Contents... Download E-Mail California Rental Application | PDF - MS WordThe California rental application can be downloaded by a landlord and completed by a potential lessee to check and verify their credit, background, employment, and previous rental history. This will give any property owner enough information about the person's past to judge whether it is a good idea to rent to them. After the application is completed, the landlord can review it and see if... Download E-Mail California Commercial Lease Agreement | PDF - MS WordThe California commercial lease agreement may be used to establish rental terms for any retail, office, or industrial property located within the State. If renting to a business, the landlord should seek a guaranty to ensure that if the tenant does not pay, the person in charge of making payments is liable for any unpaid receivables. There are three (3) main types of commercial leases: ... Download E-Mail California Sublease Agreement Form | PDF - MS WordA California sublease agreement is a legal contract between an existing tenant and a person (sublessee) that wishes to rent the same space (partial or the entirety). The rent paid by the sublessee must be paid directly to the current tenant and the term of the agreement may not go longer than the original one that exists between the landlord and tenant. It is advised... Download E-Mail California Roommate Agreement Template | PDF - MS WordThe California roommate agreement contains the necessary language to solidify the terms and conditions of a rental situation involving two (2) or more roommates. Whether the individuals are college students new to renting or working professionals with experience in renting, it is typically recommended that living arrangements are clearly documented on paper. Topics that should be discussed and agreed upon will include rent amount, security... Download E-Mail California Megan's Law Disclosure Form | PDFThe Megan's law disclosure form must be attached to every residential lease agreement. Megan's law is a computer database that contains all registered sex offenders and where they live in the State of California. Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at... Download E-Mail Updated February 11, 2022A California lease agreement allows a landlord of residential or commercial property to write a legally binding rental contract with a tenant. The agreement will describe the property, specify the monthly rent, and list the responsibilities of both parties. After signing, the tenant will be obligated to pay the first (1st) month's rent and a security deposit, if any, before access is given to the premises. Both landlord and tenant will be bound to the terms of the agreement until the lease end date. Rental Application - Should be used by the lessor before signing a contract to help verify that the individual applying for the space is credible. Commercial Lease Agreement - For the use of any business by an individual or entity with an owner of office, retail, or industrial property. Download: Adobe PDF, MS Word (.docx), OpenDocument Month-to-Month Lease Agreement (Section 1946) - Rental contract with no end date. Either party may cancel with 30 days' notice, if the tenancy is less than 1 year, and 60 days if the lease is more than a year. Download: Adobe PDF, MS Word (.docx), OpenDocument Rent-to-Own Lease Agreement - Traditionally a fixed-term contract with the added benefit of being able to buy the residence during a stated "option" period. Download: Adobe PDF, MS Word (.docx), OpenDocument Room Rental (Roommate) Agreement - For a residence with more than one (1) individual seeking to separately occupy bedrooms while sharing common areas. Download: Adobe PDF, MS Word (.docx), OpenDocument Standard Lease Agreement - Most common type of residential lease for an established term, usually one (1) year, and both parties are bound to the terms until its end date. Download: Adobe PDF, MS Word (.docx), OpenDocument Sublease Agreement - A tenant that decides to rent space they are currently involved in a lease with the landlord. Usually, the tenant must receive written confirmation before authorizing a sub-lessee. Download: Adobe PDF, MS Word (.docx), OpenDocument Required Disclosures (12) AB 1482 Just Cause Addendum (CIV 1946.2(e)) & 1947.12(d)(5)(B)(i) - Must be attached and signed by all tenants for landlords unless it falls into one of the following categories of exemptions: Units constructed in the last 15 years; Units restricted by a deed, regulatory restrictions, or other recorded document limiting the affordability to low or moderate-income households; Certain dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12; A property containing two separate dwelling units within a single structure, provided the owner occupies one of the units; and Single-family homes only if they are not owned by a real estate trust, a corporation, or an LLC with at least one corporate managing member; Units that are already subject to a local rent control ordinance. Bedbug Addendum (CIV § 1942.5(a)(1)) - The landlord acknowledges that there is prior no existence of bedbugs before move-in by the tenant in addition to the tenant confirming that their furniture does not contain the insect. Demolition (CIV § 1940.6) - If the landlord has received any type of permit from their respective municipal office to demolish a residential unit it must be disclosed to the tenant before accepting a rental contract or deposit. Death on Premises (CIV § 1710.2) - A landlord must disclose to a prospective tenant a death that occurred in the unit if it is considered to be material, but is not required to disclose a death that occurred more than three years before the tenant offers to lease the unit, or if a previous occupant had HIV or died from AIDS-related complications. Flood Disclosure (PDF, MS Word, ODT) (GOV § 8589.45) - Mandatory as of July 1, 2018. The lessor is required to inform the tenant if the property is located in any special flood area. Lead-Based Paint Disclosure - For any housing type built prior to 1978 to notify the habitants of the unit that the hazardous material of lead paint may exist in the under-layers of paint in their walls/ceilings. Megan's Law Disclosure (PDF | MS Word | ODT) (CIV § 2079.10a) - The following statement is required to be in every residential contract written in California: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." Mold Disclosure (HSC § 26147 & 26148) - The landlord must disclose to the tenant the health risks of mold by attaching the document to the agreement. Ordinance Locations (CIV § 1940.7(b)) - The landlord of a residential dwelling unit who has actual knowledge of any former federal or state ordinance locations in the neighborhood area shall give written notice to a prospective tenant of that knowledge prior to the execution of a rental agreement. Pest Control (GOV § 1099) - If any remediation has been conducted on the property, an inspection report provided by the pest control company must be also forwarded to the tenant. Shared Utilities (CIV § 1940.9) - If the unit has a shared electrical or gas meter, the agreement must state how the utilities shall be split between the parties. Smoking Policy Disclosure (CIV § 1947.5) - Landlord must state if smoking is tolerated, the areas for which it is allowed including any and all common areas. Optional Disclosures Asbestos Addendum - For the existence of this substance in a property. Carbon Monoxide Detector Compliance Form (§ 17926.1) - Landlord is required to have carbon monoxide monitors throughout all living units that have fossil-fuel-based heaters and/or appliances. CCRs Addendum - Acknowledgment of declaration of covenants, conditions, restrictions, and association rules and regulations. Grilling Guidelines - Sets the rules for the tenant if the use of a grill is allowed. Move-In/Move-Out Inspection Checklist - To list any damage prior to move-in before the lease commencement and at it's so the parties may see any added damage/repairs to the property. Most commonly the damage (if any) will be reflected in the tenant's security deposit when returned by the landlord. Personal Guarantee - Gets an individual's promise to pay for a written rental contract. Typically used when the tenant is high-risk and this form is designated for a creditable co-signer. Pet Agreement (PDF | MS Word) - If the tenant has a pet and would like to have it on the landlord's property. Pool & Hot Tub Addendum - For the use of a jacuzzi and/or pool on the premises. Renter's Insurance Addendum - If the landlord requires the tenant to have liability insurance. Resident Policies and House Rules - Sets standard rules and parameters for the tenant to follow. Satellite Dish Addendum - All lessee's in the State of California have the right to install a satellite dish on the property if they wish as long as it conforms to all local and State laws. Unlawful Activities Addendum - Tenant, or their guest, may not conduct any of the activities listed in the document or else will be considered criminal and immediate removal (eviction) from the property. Water Submeter Addendum - Residential landlords are required in some cases to notify tenants of issues related to water submeters. Therefore, the form (C.A.R. Form WSM) advises a tenant of an estimate of the billing, how the actual billing will work and what can be included in the bill, and who to contact if there are any questions, among other items. *If you could not find your desired disclosure form check the Apartment Association of California's Index Page. Security Deposits Maximum (§ 1950.5) - If furnished three (3) months' rent. If unfurnished two (2) months' rent. Returning (§ 1950.5) - Landlord shall return any and all deposits within twenty-one (21) days from the time the tenant moved out of the property. Any deductions should be listed in an itemized statement. When is Rent Due? Rent is due on the day stated in the lease agreement (page 28, Landlord-Tenant Handbook). If the tenant is late on rent, the landlord can send them a 3-day notice to quit which requires the tenant to pay the full amount due (incl. penalties) or vacate the property. If the tenant does neither then the landlord may begin eviction proceedings. Late Fees Late fees must be "reasonable" (CIV § 1671). Los Angeles County has deemed 5% of the monthly rent to be reasonable. Right to Enter (Landlord) *No notice required. Giving Notice A Right to Enter Notice must be either: Personally delivered to the tenant; Left with someone of a suitable age at the property; Left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice; or Mailing at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary. Source: CIV § 1954(d)(1) Guides

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