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Residential lease agreement california pdf free

A California lease agreement is a document that allows a landlord of residential or commercial 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 Termination Lease Letters - Tenancy for less than a year requires a 30-day notice and for 1-year or more is a 60-day notice. Download (30-Day): Adobe PDF / Download (60-Day): Adobe PDF / Download (50-Day): Adobe PDF / Downl 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 (not defined); 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. 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 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 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 monitors throughout all living units that have fossil-fuel-based heaters and/or appliances. CC&Rs 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. any of the activities listed in the document or else will be considered criminal and immediate removal (eviction) from the property. *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 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 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 CALIFORNIA RESIDENTIAL LEASE AGREEMENT Help Help Settings My Documents Log Out CALIFORNIA RESIDENTIAL LEASE AGREEMENT PARTIES LANDLORD: per month in advance on the 1. RENTAL AMOUNT: Beginning , 20 TENANT agrees to pay LANDLORD the sum of \$ Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement. 2. TERM: The premises are leased on the following lease term: (please check one item only) month-to-month (or) until _, 20 ____. 3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$_ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the

monthly rent. After all the TENANTS have left, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises. 4. INITIAL PAYMENT: TENANT shall pay the first month rent of \$_ for a total of \$ and the security deposit in the amount of \$. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy. 5. OCCUPANTS: The premises shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons: If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement. 6. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises or any part thereof, without first obtaining written permission from LANDLORD. 7. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises with the following exception: . 8. PARKING: TENANT ___ is not ___ is (check one) assigned a parking space. If assigned a parking space it . TENANT may only park a vehicle that is registered in the TENANT may not assign, sublet, or allow any other person to use this space exclusively for parking of passenger automobiles. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on 9. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning or repair to any plumbing fixture where a stoppage has the cleaning of t other item that normally causes blockage of the 10. ALTERATIONS: TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public. 11. LATE CHARGE/BAD CHECKS: A late charge of 6% of the current rental amount shall be incurred if rent is not paid when due. If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$10 for each check that is returned to LANDLORD because the check has been dishonored. 12. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited. 13. LANDLORD may enter and inspect the premises during normal business hours and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily If the work to be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE -removing food items from cabinets so that the unit may be sprayed for pests) 14. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD with a written notice stating what item needs servicing or repair. that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item constitutes a substantial breach of the warrantee of habitability as stated in Code of Civil Procedure 15. PETS: No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD"S written consent. 16. FURNISHINGS: No liquid filled furniture of any kind may be kept on or about the premises without LANDLORD"S written consent. 16. FURNISHINGS: No liquid filled furniture of any kind may be kept on the premises. waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must also be in full compliance with Civil Code Section 1940.5. ____ TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished 17. INSURANCE: TENANT may maintain a personal property insurance policy to cover any losses sustained to TENANT may maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care. 18. TERMINATION OF LEASE/RENTAL AGREEMENT: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy by the serving of a 30 day written notice. 19. POSSESSION: If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded 20. ABANDONMENT: It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action. 22. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement. 23. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial. 24. NOTICES: All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the manager's apartment or to: . 25. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLO Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information regarding the existence of public access to the state's sex offenders database (Cal. Civ. Code § 2079.10a). LEAD PAINT DISCLOSURE Federal law stipulates that landlords of properties built prior to 1978 must disclose known lead paint and hazards to tenants, as well as provide a copy of a government-issued pamphlet BED BUGS According to § 1954.602, Landlords should notify tenants of any known bed bug problems. For residential leases entered into on or after July 1, 2018, the landlord must incorporate the following disclosures into the lease in type no smaller than 8-point font: • Whether the property is located in a special flood hazard area or area of potential flooding, if the owner has actual knowledge of that fact. The owner is considered to have actual knowledge if: • the owner has received notice from a public agency that the property is located in a special flood insurance; or • the owner currently carries flood insurance. • That the tenant can obtain information about hazards that may affect the property from the Office of Emergency Services web site. • That the owner does not cover the loss of tenant's personal possessions and the tenant should consider purchasing its own insurance. • That the owner does not need to provide any additional information concerning flood hazards to the property. (Cal. Gov't Code §

8589.45.) 29. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreement that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has been furnished a duplicate

TENANT

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