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The California Tenancy Agreement (lease agreement) is a binding agreement between the landlord (the owner of the property) and the tenant (occupier) on the lease of residential real estate in exchange for rent. Managed by California landlord-tenant law, the contract has conditions that describe the obligations of each party. Create an official California standard rental agreement (see above), download a free and filled template form (see Word and PDF buttons) or read on to learn about California's rental laws. California Rental Disclosure and Supplement following disclosures or add-ons are either required for certain or all residential rental agreements in California. There are also a number of optional disclosures and supplements that help reduce future conflicts and/or legal liability in California. Asbestos Disclosures apply to any building built before 1979 where the owner has knowledge of asbestos Any property built before 1979 is threatened by asbestos, a harmful substance that has been used in ceilings, walls and other risk locations near tenants. California requires landlords to disclose the specifics of any existing asbestos that is known in the building. They must also provide a notice of the dangers it poses, the general procedure of what to do if it is encountered, and any information about the test results that have been acquired. If there is no known asbestos in the building, but the building was built before 1979, it is recommended that the landlord still provide disclosure as it helps protect the landlord's liability and tenant safety. Disclosure of methamphetamine contamination applicable to any property in which the landlord is aware of possible contamination and recovery has not been completed. In California, disclosure of any knowledge related to the production, use or possession of methamphetamine is required by law in a lease. The landlord must also include a copy of any notices received in connection with methamphetamine contamination (unless the property has been decontaminated). They must also inform potential tenants in the lease about ongoing restoration efforts prior to signing the lease, and the tenant must agree to a notice before moving. If contamination occurs, the landlord is required to decontaminate before the start of the lease period to ensure the safety of the tenant. Concentration levels of less than 1.5 micrograms/100 cm² must be achieved before the property is considered safe for life. Meth contamination can be dangerous for the tenant (s) in high concentrations, which causes health problems as a result of the absorption of materials in the air. This property: -- was that is contaminated above safe levels and is in the process of decontamination. It was found to be contaminated but falls into safe levels after test tests Held. He has no suspicion of infection. Mold Disclosure applies to any units with known mold that may pose a health risk in California, homeowners must provide disclosure of the mold as part of the lease when there is a known presence of toxic mold or a high chance of its formation. This disclosure should be granted alongside or on a lease agreement itself if the mold has been corrected in accordance with safety guidelines implemented by California. It can also be included in the absence of known mold as a precaution for tenants and minimize the responsibility of the landlord. This addition of mold will satisfy the California statutes. The Sex Offender Registration Notice applicable to all rental units in California in the state of California, prospective tenants and citizens have access to information regarding the sex offender registry. In order to protect tenants, this right must be disclosed in each lease for California leases in the form of the next specific statute. NOTE: Under article 290.46 of the Penal Code, information on specific registered sex offenders is available to the public through an online website supported by the Ministry of Justice in www.meganslaw.ca.gov. Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the postcode where the offender lives. Disclosure of the demolition permit applies to any property with demolition plans that will affect the lease if the landlord has the intention to demolish the rental unit or building, California law requires that this intent be disclosed in the lease agreement. They must provide an approximate date at which the demolition will take place, and cannot complete the demolition before that day, or they will be fined \$2,500 plus damages. An example of a section that will be included in the lease may be: DISCLOSURE OF DEMOLITION. On K/W, the next block (s) is scheduled for demolition. On or after this date, active leases will be terminated for the affected unit (s). Disclosure of military munitions applicable to any property within 1 mile of a known explosive-risk munitions site. California requires homeowners to provide disclosure of military ammunition under a lease agreement for any property that is within 1 mile of military landfills or ammunition storage. These regulations pose a risk to residents of nearby areas who must be informed of the risks before signing a lease. This disclosure is often included as a section within the lease itself. An example of a section that will be included in a lease may be: ORDNANCE DISCLOSURE. The property is located 1 mile from a former federal or military facility that may contain explosive munitions. Disclosure of rentals applicable to non-HIV or AIDS-related properties 3 years. Although not a material defect, psychological defects such as death in a rental unit must be disclosed in a California rental. This includes all forms of death except for deaths related to HIV or AIDS, which are protected under a state statute. Death in rental disclosure units is often included as a section within the lease, and even if there was no death in time, some homeowners may choose to provide this information independently. The following section may be included in your California lease agreement During this lease, the Landlord certifies the following information pertaining to the death history of the rental property: Disclosure of pest control information applicable to units that use pesticides. If pesticides are introduced into a unit in a rented building, all neighboring tenants and anyone who is at risk of passive exposure must be given at least 24 hours notice before application is allowed. The application may require the temporary relocation of other tenants who must be disclosed in the lease to be enforced and avoid the potential damages levied on the landlord. In addition, if pesticide processing is carried out regularly, notifications are required to all new and existing tenants under the expected terms of the contract. Pest control schedules or notifications must be attached to leases and/or to tenants with notice of individual cases for more than 24 hours. Applies to any units without individual meters in California, when each unit does not have its own utility meter, the landlord must disclose this information in the lease agreement. They must also secure and comply with a reciprocal written agreement with the tenant to pay for the services. This agreement may include a landlord assuming a common utility, the installation of a submeter system, the distribution of fees between multiple parties (when working together between units), or other methods of setting a breakdown of utility bills. Below is an example of a section of the general communal agreement UTILITIES: This rental unit shares the following utilities with another unit or common area: The footage - Number of tenants, even divided between tenants - Others: - The tenant agrees to pay a monthly utility fee to the landlord, plus a \$- maintenance fee as part of the payment of each month. Bed bug It applies to all units. To protect against the reduction and spread of infection, it is required that homeowners in California include a section of bed bug and supplement in their leases. This supplement provides information about infection prevention and proper protocol if one arises, so you can minimize potential damage. It also helps to limit liability for the landlord by establishing an understanding of the current state of the property, and protects in the event of an infection occurring later in the lease term. The next excerpt is the recommended notification to include in at least a 10-point font. Information about Bed Bugs Bed Bug Appearance: Bed Bugs have six feet. Adult bed bugs have flat bodies about 1/4 inch long. Their colors can range from red and brown to copper. Young bed bugs are very small. Their bodies are about 1/16 inches long. They have almost no color. When the bug bed feeds, his body swells, can lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs don't fly. They can crawl or be moved from place to place on objects, people or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden. Cycle of life and reproduction: The average bed bug lives about 10 months. Female bed bugs lay from one to five eggs a day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding. Bed Bug Bites: Because bed bugs are usually fed at night, most people are bitten in their sleep and don't realize they have been bitten. A person's response to insect bites is an immune response and therefore varies from person to person. Sometimes red scars caused by bites will not be seen until many days after the person has been bitten, if at all. Common signs and symptoms of a possible bed bug infection: -Small red to reddish-brown fecal spots on mattresses, spring boxes, bedding frames, mattresses, linens, upholstery, or walls. -Molten bed bed bed skins, white, sticky eggs or empty eggshells. -Very heavily contaminated areas can have a characteristically sweet smell. -Red, itchy bite marks, especially on the legs, arms and other parts of the body are exposed during sleep. However, some people don't show bed bug lesions on their bodies, even if bed bugs may have been fed on them. For more information, see the websites of the United States Environmental Protection Agency and the National Pest Control Association. This supplement bed bug can also be included as part of the lease to ensure the tenant agrees. Disclosure applicable to any property in a known flood zone. If the landlord has actual knowledge of the rental of the property living in the flood zone, they must disclose this fact to the tenant in the lease agreement with a minimum 8-point font. Disclosure should include: Please note that is in the flood zone Notice that information about hazards can be found on the website of the Office of Emergency Management (and link provided), Notice that the landlord's insurance does not cover personal losses and recommendations to continue the tenant and flood insurance. Confirmation that the landlord is not obliged to provide additional information the higher. An example of flood zone disclosure might be: FLOOD REPORT. This property is located in a known flood zone, which puts it at a higher risk of flooding. The landlord and landlord insurer is not responsible for the personal loss occurring in this rental unit due to flooding or other hazards. It is recommended that the tenant conducts tenant insurance and flood insurance. Information on the dangers can be found on the California Office of emergency management's website the aforementioned notice under section 1632 of the Civil Code and absolves the landlord of liability for flood damage. Disclosure of lead paint applies to any rental units built before 1978. It is a federal law in the United States that any home built before 1978 must disclose the risks associated with lead-based paint. This law requires landlords in California: Fill and attach this lead-based paint disclosure form to the lease agreement. Provide the tenant with an EPA-approved brochure about the dangers of lead-based paint. Provide additional records or reports about the presence or danger of any known lead based on paint in the block. For apartment buildings with shared spaces, this includes information from the building throughout the valuation. Optional Disclosure and Supplement (Recommended) Following disclosures of leases and additions are not required by California law in rental contracts, but either help reduce future conflicts with tenants or reduce legal liability for landlords. Landlord Name and Address - To create a line of communication for important notices and requirements between the tenant and the landlord, it is recommended that California landlords provide contact information within or near the lease for themselves or any authorized to act on behalf of the property. Medical Marijuana Use - It is recommended to know where marijuana use is and is not allowed on the property, so the expectations are clear. California law allows landlords to restrict marijuana use only by non-smoking methods or to monitor where users can smoke so as not to disturb other tenants. Late and returned Check fees - it is recommended that the landlord disclose to rent any late fees or returned check the fees they intend to charge. California does not limit how high the lateness charge can be, but they should be considered reasonable (often no more than 10% of the rent) and reflect the actual costs incurred by the landlord as a result of the late late They should also be charged only after the agreed lease term dictated in the lease. Returned checks are subject to a \$25 first-time fee, then \$35 for each subsequent bounced check. [ca residential lease agreement pdf](#). [ca residential lease agreement word](#). [ca residential lease agreement form pdf](#). 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