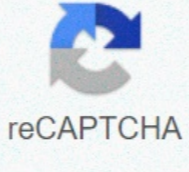




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California residential lease agreement form pdf

The California standard residential lease agreement is structured around a one (1) year term, in which the tenant is legally bound to pay a monthly rent to maintain residency. It is highly recommended that the landlord conduct a background check on any applicant (See the Rental Application), due to information that can be uncovered that could sway the landlord's decision on accepting the new tenant.

CALIFORNIA RESIDENTIAL LEASE AGREEMENT
-WITH OPTION TO PURCHASE-

THIS AGREEMENT MADE and entered into on this _____ day of _____, 20____ by and between, _____ [Name of Lessor], with a mailing address of _____, City of _____, in the State of _____, and _____ [Name of Lessee], with a mailing address of _____, City of _____, in the State of _____.

Lessee, hereby leases to Lessor, his/her heirs or assigns, the premises situated in the City of _____ County of _____ State of California, legally described as, with the street address of _____ upon the following terms and conditions:

1. Option to Purchase: In consideration of the Lessee meeting all obligations as stated herein under this lease, the Lessor hereby grants the Lessee an option to purchase under the following terms and conditions:

I. The option price is terms of purchase will be _____ dollars (\$ _____).

II. Lessee understands that time is of the essence in this agreement. The option will expire without notice and be of no further effect if not exercised on or before the day of _____, 20____.

III. Lessee shall pay the sum of _____ dollars (\$ _____) as a non-refundable option consideration that will be applied toward the purchase price of the property if, and only if, Lessee exercises this option to purchase. In the event Lessee fails to exercise the option or defaults under any terms of the lease, the option will be void and all monies will be retained by Lessor as liquidated damages and not as a penalty. The option consideration will be refundable only if 1) a pre-closing home inspection by a certified home inspector reveals structural damage in excess of four (4%) of the option price of the property (provided, however, that lesser damage will be the responsibility of Lessor to correct prior to closing); or 2) Lessor fails or is unable to meet any of the obligations set forth in the lease option agreement.

IV. _____ percent (____%) of the rent paid, pursuant to this lease agreement, will be applied as additional option consideration to reduce the option price if and only if the Lessee exercises this option to purchase, provided, however, that no payments made after the 15th of any month for which rent is due, or for which payment tendered is returned NSF, shall be credited towards a reduction in the option price.

Page 1 of 6

If the landlord accepts, they may charge the new tenant with a security deposit usually... This California rental application is useful for landlords to help them screen any new applicants before allowing them to rent their property. In this application, the possible tenant will be directed to fill in their Name, Birthday, Social Security Number, Drivers License Number, Rental History, Employment History, Credit History, Vehicles currently owned, and any other personal information. The landlord can discover, through this screening process, that the tenant frequently skips payments, has poor reviews from previous landlords, and/or has a... The California month-to-month lease agreement is popular with individuals that do not plan on residing on property for a predetermined amount of time. With a month-to-month tenancy or tenancy at will, the contract ends and begins every thirty (30) days. While this type of lease agreement is less constricting than the average, it is still recommended that the landlord perform a background check on the new tenant with a rental application, as crucial information can be uncovered through this process. Along... The California commercial lease agreement is a document used to lease a property to a tenant requiring retail, office, or industrial space. Often a landlord will not see rent payments until the business in question has begun generating sufficient income. For this reason, it is wise of the landlord to research the business prior to drafting a lease agreement. In general, there are three types of commercial lease agreements used when entering into a landlord-tenant relationship: each has been described below. 3... The California sublease agreement will allow a tenant (sublessor) of a property to introduce a subtenant, called a "sublessee." This type of agreement splits up the rent between the sublessee and the sublessor(s) to provide the latter party with financial relief. This document is strictly between the abovementioned parties and does not involve the landlord directly (although the landlord should be notified of the sublessee prior to the signing of the sublease). It should be stated that the master lease... The California three-day notice to quit form is designated for a tenant late on their rent to decide whether to pay all that is owed to the landlord within the provided timeframe or move out. The form is to be filled in by the landlord and is to be properly served upon the tenant (See flow chart). Often a landlord, if they have a longstanding relationship with the tenant, will provide a verbal warning to show good faith. When is... Updated March 10, 2023A 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 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 landlord before signing a contract to help verify that the individual applying for the space is credible. Standard Lease Agreement- Most common type of residential lease for an established term, usually one year, and both parties are bound to the terms until its end date. Download: Adobe PDF, MS Word, OpenDocument Commercial Lease Agreement - For use for any business by an individual or entity with an owner of an office, retail, or industrial property. Download: Adobe PDF, MS Word, 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 one year and 60 days if the lease is more than a year. Download: Adobe PDF, MS Word, 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, OpenDocument Room Rental (Roommate) Agreement - For a residence with more than one individual seeking to occupy bedrooms while sharing common areas separately. Download: Adobe PDF, MS Word, 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.

Print Form

Rose Hip Community

REAL ESTATE LEASE AGREEMENT

This Lease Agreement (this "Lease") made this _____ day of _____ is made effective as of _____, by and between _____ ("Landlord") and _____ ("Tenant/s"). The parties agree as follows:

PREMISES: Landlords, in consideration of the lease payments provided in this Agreement, leases to Tenant/s:

(The "Premises") located at:

- 1. TERM:** The lease term shall commence on _____ and shall terminate on _____.
- 2. POSSESSION:** If there is a delay in delivery of possession by the Landlords, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then tenants may void this agreement and have full refund of any deposit. The Landlords shall not be liable for damages for delay in possession.
- 3. RENT:** Tenants shall pay to Landlords rent of _____ dollars (\$ _____) payable in advance, on the first day of each month. Such payments shall be made to the Landlord at _____ as may be changed from time to time by Landlord.
- 4. LATE PAYMENTS:**
 - a. Tenants shall be charged \$30.00 for each check that is returned to the Landlord for lack of AND OTHER sufficient funds. If your bank returns a check for NSF or any other reason, we will no longer accept a check as Payment for rent, only a money order. AND CHARGES:
 - b. Tenants shall be in DEFAULT under this agreement if the rent is not paid by the fourth day after the rent due date. The Tenants shall pay \$10.00 PER DAY AS LATE CHARGE for each day the rent shall remain unpaid BEGINNING THE SECOND DAY that it is past due.
 - c. In the event that the Landlords must make collection of rent at the residence, the Tenants shall pay a (\$10.00) collection fee for each such attempted collection.
 - d. Any charges for rent, repairs or any other damages sustained by the Landlords under the terms of the agreement, that are not covered by the security deposit and that are not paid within (7) days after vacating premises, shall earn interest thereafter at the rate of 25% per annum.
- 5. SECURITY:** At the time of signing of this Lease, Tenants shall pay to Landlords, in trust, the sum of (\$ _____). This deposit shall be held and

Initials () () () () ()

Download: Adobe PDF, MS Word, OpenDocument AB 1482 Just Cause and Rent Limit Addendum (CIV 1946.2(e)) & 1947.12(d)(5)(B)(i) - AB 1482 is a law that went into effect in California on Jan. 1, 2020. It has two main impacts: (1) it limits how much a landlord may increase the rent on a property from year to year, and (2) it requires that a landlord have "just cause" for terminating a tenancy. For any tenancy beginning after July 1, 2020, all tenants must be provided with a written notice, with the following printed in size 12-point font or larger: California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information All of the tenants at a property must sign the notice, and an additional copy should be provided to the tenants. The rent increase limits and just cause requirements apply to almost every residential rental property in the state. However, the following types of property are exempt: 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 and 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. Note that if the property owner is a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation, these exemptions do not apply. If a property fits into one of these exemptions, then landlords are required to provide the attached document to each tenant at the property. The tenants must sign the document and return it to the landlords, who must also provide them with an additional copy. Bedbug Addendum (CIV § 1942.5(a)(1)) - Gives the landlord's acknowledgment that there are no ed bugs on the property. It is required for the tenants to read the guidelines for not transporting the insects and sign the document. Demolition (CIV § 1940.6) - If the landlord has received permission 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 within the last three (3) years. If a person dies from HIV, it is excepted. Flood Hazard Area Disclosure (PDF, MS Word, ODT) (GOV § 8589.45) - Mandatory as of July 1, 2018.

New Mexico Residential Lease Agreement

This Residential Lease Agreement (hereinafter referred to as the "Agreement") is entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the "Tenant") and _____, with a mailing address of _____ (hereinafter referred to as the "Landlord"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

1. The Property. The Landlord agrees to lease the property described below to the Tenant:

Street Address, City, State, ZIP Code

Residence Type (Apartment/House/Condo/Other)

Number of Bedrooms Number of Bathrooms

The aforementioned property (hereinafter referred to as the "Premises") shall be leased wholly by the Tenant.

2. Lease Term. This Agreement shall be considered fixed lease. The Tenant will occupy the Premises for a period that shall begin on _____ and end on _____ (hereinafter referred to as the "Lease Term").

3. Occupants. In addition to the Tenant, the Premises is to be occupied strictly by the following individuals (hereinafter referred to as the "Occupant(s)"):

Full Name: _____ Relationship: _____

Full Name: _____ Relationship: _____

Full Name: _____ Relationship: _____

The landlord must inform the tenant if the property is in a flood hazard area. The landlord will be considered to have "actual knowledge" of being in a flood hazard area if: The landlord has received written notice from any public agency stating that the property is located in a special flood hazard area or an area of potential flooding; The property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance; or The owner currently carries flood insurance. Lead-Based Paint Disclosure - For any housing type built prior to 1978 to notify the inhabitants 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 knows any former federal or state ordinance locations in the neighborhood area shall give written notice to a prospective tenant of that knowledge before 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 also be forwarded to the tenant.

CALIFORNIA RESIDENTIAL LEASE/RENTAL AGREEMENT

LANDLORD _____
TENANT(S) _____
PROPERTY ADDRESS: _____

- 1. RENTAL AMOUNT: Beginning _____, 20____, TENANT agrees to pay LANDLORD the sum of \$ _____ per month in advance on the _____ day of each calendar month. 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, any unusual wear and tear to 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. If 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 \$ _____ and the security deposit in the amount of \$ _____ for a total 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: _____

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) – The landlord must display if smoking is permitted, the areas for which it is allowed, including common areas. Methamphetamine or Fentanyl Contamination Disclosure (Health & Safety Code § 25400.28) – The landlord must provide written notice to all prospective tenants if the dwelling unit has been deemed contaminated or in remediation, and the landlord shall provide the prospective tenant with a copy of the order. Optional Disclosures Asbestos Addendum – For the existence of this substance in a property. Carbon Monoxide Detector Compliance Form (§ 17926.1) – The landlord is required to have 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.
Mold Disclosure (CIV § 1947.5) – To advise as to the existence of mold in the premises.
Pet Agreement (PDF | MS Word) – To list any damage before move-in before the lease commencement and at it 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, this form is designated for a creditable co-signer. Pet Agreement (PDF | MS Word) – If the tenant has a pet. 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 cannot 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) – The 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. 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 total amount due (incl. penalties) or vacate the property. If the tenant does neither, then the landlord may begin eviction proceedings. Late Fees Maximum Penalty (CIV § 1671) – Late fees must be "reasonable". Los Angeles County has deemed 5% of the monthly rent a reasonable penalty. NSF Fee (CIV § 1719) – \$25 for the first (1st) bounced check and \$35 for each subsequent check. 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) Video Resources California lease agreements are contracts that set out the terms of a tenant's occupancy of a landlord's property. They include how much rent is owed each month, and what rights the landlord and the tenant have. The landlord and the tenant should each keep a copy of the lease agreement and refer to it in the event of a disagreement. Contents By Type (6) Commercial Lease Agreement Download: Adobe PDF, MS Word, Rich Text Format Month-to-Month Lease Agreement Download: Adobe PDF, MS Word, Rich Text Format Rent-to-Own Lease Agreement Download: Adobe PDF, MS Word, Rich Text Format Roommate Lease Agreement Download: Adobe PDF, MS Word, Rich Text Format Standard Lease Agreement Download: Adobe PDF, MS Word, Rich Text Format Sublease Agreement Download: Adobe PDF, MS Word, Rich Text Format Landlord-Tenant Laws Statutes – Cal. Civ. Code Division 3, Part 4, Title 5, Chapter 2 (Hiring of Real Property/Required Disclosures (11) AB 1482 Just Cause Addendum (CIV 1946.2(e)(8)(B)(i) & 1947.12(d)(5)(B)(i)) – This form must be 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 2-unit property 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)) – This form allows both the tenant and the landlord to confirm that there are neither prior nor current infestations of particular insects. 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 tenants 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 (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 the potential 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 (explosive) 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, such as through co-metering. Smoking Policy Disclosure (CIV § 1947.5) – Landlord must state if smoking is tolerated, and if so where it is allowed, including common area policies. Optional Disclosures Asbestos Addendum – To advise as to the existence of asbestos on a property. Carbon Monoxide Detector Compliance Form (§ 17926.1) – A landlord must have carbon monoxide monitors in all units with fossil-fuel-based heaters and/or appliances. CC&Rs Addendum – CC&Rs stands for covenants, conditions, restrictions, and association rules and regulations. Grilling Guidelines – Provides rules for tenant's grill use. Move-In/Move-Out Inspection Checklist – A comprehensive list of features in a typical dwelling, with places to mark conditions on move-in and on move-out. Typically, the cost to address differences in condition will be made up out of a tenant's security deposit. Personal Guarantee – This provides a person's written promise to pay the amount owed in rent. Typically used for high-risk tenants, to provide a co-signer. Pet Agreement – For landlords that allow tenants to have pets. Pool & Hot Tub Addendum – If the unit has a pool or jacuzzi on the premises, this form can identify rules and expectations. Renter's Insurance Addendum – If the landlord requires the tenant to have liability insurance. Resident Policies and House Rules – Provides policies on rules for tenants during the time on the premises. Satellite Dish Addendum – Tenants in California have the right to install a satellite dish on the property, provided doing so conforms to other state and local laws. Unlawful Activities Addendum – Neither tenants nor guests may commit criminal acts on a property; this form shows that removal (eviction) will follow if they do. Other disclosure forms may be available on the Apartment Association of California's Index Page. Security Deposit Laws Maximum Amount (\$A) landlord may charge no more than two (2) times the monthly rent for a security deposit for an unfurnished unit and no more than three (3) times the monthly rent for a furnished unit (§1905.5(c)). Returning to Tenant Within a reasonable amount of time of either the landlord or the tenant indicating a plan to end the tenancy, the tenant can request an inspection to see what damage may have been done to the unit that is eligible to be deducted from the security deposit. The landlord must present to the tenant an itemized list of deductible faults found in this inspection, and the tenant must have an opportunity to correct them before moving out. After the tenant leaves, the landlord has twenty-one (21) days to provide an itemized list of deductions from a post-move inspection, and the landlord must provide the remainder of the tenant's security deposit within sixty (60) days (§1905.5(g)). When is Rent Due? (grace period) Rent is due on the date the tenant and landlord have agreed in the lease agreement, and there is no grace period requirement (§1947.3). Eviction Notice (non-payment) 3-day notice to pay or quit – This is the notice that a landlord can serve if a tenant fails to pay rent within five days of the due date (§1161). Download: Adobe PDF Maximum Fees (\$) Late Rent Penalties California generally does not permit late fees. Even if the fee is stated in the rental agreement, the burden is on the landlord to show that the fee is necessary. (See Orozco v. Casimiro, NSF Checks A California landlord may assess a fee of up to \$25 for providing the 1st check with insufficient funds to pay rent and \$35 for any subsequent checks (§1719). Tenant's Unclaimed Property Landlords have to catalog and maintain property left behind after the termination of a lease, whether the lease was ended voluntarily or involuntarily. Within fifteen (15) days of a tenant exiting the property, the landlord must mail the tenant a description of items left behind and inform them of the need to claim the property. The landlord may charge the tenant for the cost of storage while waiting. The landlord has a duty of reasonable care to maintain the tenant's property while in storage. If the tenant does not reply or reclaim the property worth less than \$700, the landlord may dispose of it in any manner. However, if the property is worth more than \$700, the landlord must dispose of it in a sale announced in a circulated publication. In either case, the landlord may use the proceeds of the sale to address unpaid obligations but must hold any remaining amount for the tenant for at least thirty (30) days after the sale (Chapter Five). Handbooks and Guides 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 A 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 violations, the landlord will have the... Fill Now! 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... Fill Now! Download E-Mail California Rental Application | PDF – MS Word A 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... Fill Now! Download E-Mail California Commercial Lease Agreement | PDF – MS Word A 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 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... Fill Now! Download E-Mail California Sublease Agreement Form | PDF – MS Word A 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... Fill Now! Download E-Mail California Roommate Agreement Template | PDF – MS Word A 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... Fill Now! Download E-Mail California Megan's Law Disclosure Form | PDF The 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... Fill Now! Download E-Mail