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California house rental lease agreement form

Download Free PDF (There are no reviews yet)... This California Rental Lease Agreement module is intended for short term rentals or standard rentals of residential properties. It can be used for monthly agreements or for annual contracts. Payment terms and late rate The tenant agrees to pay the rent in advance in the order form of the account or money. If the rent is late, the owner may charge a late fee under the California Civil Code, section 1671, which allows the owner to pursue liquidated damages for violation of the contract. The landlord will also charge a fee for returned controls and will require future rent payments to be made for order of money. Security deposit The tenant agrees to pay a security deposit that cannot exceed two months of rent for an unfurnished apartment or three months rent for a furnished apartment. The owner must return or pay the security deposit after the tenant vacates under the California Civil Code, section 1950.5. Information about Utility Bills, Guests and Pets The tenant agrees to pay the utilities. The tenant agrees not to have guests for more than a period of 14 days. If the landlord accepts pets, the owner may request an additional animal deposit until it exceeds the specified maximum deposit. The tenant can accept to pay an additional deposit of pets and additional rent for a pet and sign a pet agreement. The tenant agrees to pay sanctions for violating these agreements. Water and furniture beds filled with liquids The tenant agrees not to have aor other furniture filled with liquid, dangerous materials, or other exceptionally heavy objects. If the structure was built after 1973, the tenant can have a water bed that complies with the California Civil Code, section 1940.5, and must bring the insurance to water beds. Parking space If the tenant is assigned a parking space, the tenant accepts that it will be used only for passenger vehicles under operating conditions. The tenant agrees not to wash the vehicle or perform repairs in the parking lot. The tenant agrees to maintain the parking space and not submit it. The owner and tenant agree that, if necessary, animals or vehicles are allowed on the property and where vehicles must be parked. The landlord and the tenant can make other special arrangements. Behavior on premises and damages The tenant agrees not to cause excess noise, not to lodge in common areas, and to comply with all laws. If the property becomes damaged or destroyed, the owner or tenant may terminate the lease or agreement. All tenants are jointly and several times responsible under the California Civil Code, section 1659, which means that if the rent is not paid or the property is damaged, the landlord can pursue damage from each tenant up to the entire amount, regardless of any agreements that tenants may have between them. Subletting the Property The tenant agrees not to subdue the property or abandon the property or have long-term guests. The landlord can expel subtenants or claim abandoned properties.responsibility for the maintenance of the property the owner agrees to provide a sound structure with adequate plumbing, water, heating, lighting, waste removal and smoke detectors. the tenant agrees to maintain the property and observe quiet hours. the owner may request other liability from the tenant. the owner cannot enter the premises without notice, except in an emergency or to do repairs. the tenant has the right to request reasonable repairs to the property without retaliation, and may suspend the rent if they are not completed under the civil code of California, section 1942. the owner agrees to bring insurance cover only on the property. the owner can accept to do some repairs or improvements to the property. notice both the landlord and the tenant agree that communications must be made in writing. the owner agrees to give 30 or 60 days notice of an increase of rent. both the landlord and the tenant agree to give 30 days notice to free the property. if the tenant has rented the property for more than a year, the owner agrees to give 60 days notice. in no case the landlord may give less than seven days notice, under the California Civil Code, Section 1946. the landlord and the tenant agree that communications to the tenant will be made at the property and communications to the landlord will be delivered by mail. Lead-based disclosure and stamping the tenant is provided with information on lead paint. the owner accepts that there is no lead-based paint onand the tenant accepts that he or she has received information on the dangers of lead-based paint. The owner accepts that there is no mold on the property. Maintenance and other rules The tenant accepts that the property was in good condition at the beginning of the lease and agrees to maintain the property. The tenant agrees not to display any signs or other exposures. The tenant agrees to inform the owner if repairs must be made. The owner agrees to provide carbon monoxide and smoke detectors and the tenant agrees to test them monthly. The tenant agrees to comply with all rules relating to the pool, laundry area and other common areas. The tenant agrees to bring the insurance to cover losses of personal property. As described in the California Civil Code, Section 1954, the owner can enter the property at any time in case of emergency. The owner agrees to give 24 hours notice for entry for other reasons. The landlord may report the delinquency for rent to credit returns agencies and may use the information obtained in a credit report to pursue unpaid rent and other expenses under the California Civil Code, section 1785.26. The owner can limit the number of occupants. The owner and tenant agree on household appliances and other items that are currently at the property. The tenant agrees to have received copies of rules and regulations. The tenants agree that they are both jointly and in a different way responsible for maintaining the contract and all parties will be responsiblebreaches of the contract, including damage and sanctions under the California Civil Code, section 1659. The tenant accepts that he or she has been informed of the register of sexual offenders under the California Criminal Code, Section 290.46. the owner agrees to translate this agreement in Spanish, Chinese, Vietnamese, tagalog, or Korean, if necessary, under the civil code of California, section 1632. termization of the lease if a one-year lease terminates without a part of giving notice of vacate or renewing the lease contract, it will convert to a month-to-month agreement. if the tenant goes before the lease expires and does not pay the rent, the owner can perform damages up to the amount of rent not paid more other damages including attorney fees, in California civil code, section 1951.2. how to fill/write this form can be partially completed online. if you are unable to do so, you can print the form and fill it with care in pen. enter the owner's name and apartment number if necessary. Enter the name of the tenant. enter the apartment number, if present, and the address of the property. enter the monthly rent and the expiration date. enter the security deposit. enter the late fee. enter the parking and storage details if necessary. enter the start date of the rental or lease contract. check whether it is a month-to-month rental contract or a lease. enter the end date if it is a lease. enter the amount of the first month of rent and security deposit paid by the tenant, and the total. enter the landlordaddress, and contact information where the rent must be paid. Enter the late fee. Enter the returned control fee. Enter the utilities to pay by the landlord if necessary. Enter any long-term guests or pets allowed on the property. Enter the pet deposit if necessary. The initials of the landlord to recognize no knowledge of lead paint in the property. The initials of the tenant to recognize the reception of materials on the lead paint. Enter any further agreements or exceptions. Enter the owner's name and contact information. Enter your name and contact information for a person authorized to receive notices for the owner if necessary. Enter your name and contact information for a person authorized to accept rent for the owner if necessary. Describe household appliances and services in the property for use of the tenant. The tenant controls the boxes to recognize the reception of rules, keys, garage door, or any other element. The initials of the tenant to indicate that he or she is fluent in English or that the rental or lease contract has been translated. The translator, if necessary, prints his name and signs and gives the form. The landlord(s) signs and gives the form. The tenant(s) signs and dates the form. California law does not require a rental contract or lease agreement to be testified, notarized, filed or registered. It is valid on execution. Both the landlord and the tenant must maintain a copy of the rental contract or rent in a safe place. California Rental Contract - PDF Download California Sample RentalAgreement in California Civil Code Section: 1632, 1659, 1671, 1785.26, 1940.5 1950.5, 1951.2, 1954 California Criminal Code Section: 290.46 290.46

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