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California association of realtors residential lease or month to month rental agreement 2019

A California lease is a document that allows the landlord of residential or commercial real estate to write a legally binding lease with the tenant. The agreement describes the property, determines the monthly rent and lists the liability of the two parties. Once signed, the tenant is obliged to pay the first (1st month) rent and security deposit, if any, before being given access to the premises. Both the landlord and the lessee are bound by the terms of the contract until the end of the lease. Rental application - Must be used by the landlord before signing the contract to help verify that the individual applying for the space is authentic. Table of Contents Commercial leasing agreement - Any business for use by an individual or legal entity owning the office, retail or industrial property. Download: Adobe PDF, MS Word (.docx), OpenDocument Lease option purchase (Lease to Own) - Traditionally a fixed-term contract with the added advantage of being able to buy your residence during the specified option period. Download: Adobe PDF, MS Word (.docx), OpenDocument month to month lease (section 1946) - Lease agreement has no end date. Either party can say with 30 days' notice if the lease is less than 1 year and 60 days if the lease is more than one year. Download: Adobe PDF, MS Word (.docx), OpenDocument Room Rental (Roommate) Agreement - For a residence where more than one (1) person strives to occupy the bedrooms separately while sharing public spaces. Download: Adobe PDF, MS Word (.docx), OpenDocument Standard Lease Agreement - The most common type of residential rental for a specified period of time, usually one (1) year, and both parties are required to set the terms until the closing date. Download: Adobe PDF, MS Word (.docx), OpenDocument Sublet Agreement - A tenant that chooses to lease a lease with the tenant. In general, the tenant must receive written

confirmation before allowing a lodger. Download: Adobe PDF, MS Word (.docx), OpenDocument termination lease letters - Rental for less than a year requires 30 days notice and 1 year or more for a 60-day notice. Download (30 days): Adobe PDF / Download (60-Day): Adobe PDF Required Disclosures AB 1482 Just Cause Addendum (CIV 1946.2(e)(8)(B)(i) & 19 47.12(d)(5)(B)(i)) — All tenants of landlords must attach and sign, unless it falls within one of the following categories of exemption: units built in the last 15 years; units limited by documents, regulatory restrictions or other fixed documents restricting the affordability of low- or middle-income households; Some colleges (not defined); A 2-unit property, provided the owner one of the units; and single-family homes only if you do not own a real estate fund, a company, or an LLC with at least one corporate corporate member; Units that have been subject to the local rent control regulation Bedbug Supplement (CIV § 1942.5(a) (1)) – The landlord admits that there are no previously non-existent bedbugs before moving in with the tenant alongside the tenant confirming that the furniture does not contain the insect. Demolition (CIV § 1940.6) - If the landlord has received any type of permit from his own municipal office to demolish the housing unit it must be communicated to the tenant before accepting the lease or deposit. Flood Publishing (PDF, MS Word, ODT) (GOV § 8589.45) - December 2018 The landlord is obliged to inform the tenant if the property is located in any special flood area. Lead-based Paint Disclosure – Each house type built before 1978 notifies the housing units that hazardous material lead paint may exist in the under-layers of paint on the walls/ceilings. Megan Law Publication (PDF | MS Word | ODT) (CIV § 2079.10a) - The following statement must be made for all residential contracts written in California: Notice: Section 290.46 of the Criminal Code, information set out in registered sex offenders must be made available to the public through an Internet website maintained by the Department of Justice www.meganslaw.ca.gov. Depending on the offender's criminal history, this information shall include either the address of the offender's place of residence or the community of the place of residence and the postcode in which he lives. Mold Disclosure (HSC § 26147 & 26148) - The landlord must disclose to the tenant the health risks of mold by attaching the document to the agreement. Regulation sites (CIV § 1940.7(b)) - The landlord of a housing unit who has actual knowledge of previous federal or state regulation of places in the neighborhood in writing notifies the prospective tenant that knowledge is executed before the lease. Pest control (GOV § 1099) – If any res claims have been carried out on the property, an inspection report submitted by the pest control company shall also be forwarded to the tenant. Shared Utilities (CIV § 1940.9) – If the device is a common electric or gas meter, the agreement must indicate that the utilities should be shared between the parties. Smoking Policy Disclosure (CIV § 1947.5) - Landlord must indicate if smoking is tolerated, the areas for which it is permitted, including all and all common areas. Optional disclosures of asbestos supplement - The existence of this material in a property. Carbon monoxide detector compliance form (§ 17926.1) - Landlord is required to provide carbon monoxide monitors throughout the living units that are fossil fuel-based heaters and/or equipment. CC&2 Addendum RS - recognition of the declaration of associations, conditions, restrictions and association rules, and Grilling guidelines – Sets the rules for the tenant when the use of grill is allowed. Move-In/Move-Out Checklist – The damages are listed before moving in before the lease begins, and this way the parties can see the added damages/repairs to the property. Most often the damage (if any) is reflected in the tenant's security deposit when returned to the landlord. Personal Guarantee – Get an individual's promise to pay for a written lease agreement. It is usually used when the tenant is high risk and this screen is assigned to a creditworthy co-writer. Pet Agreement (PDF | MS Word) - If you are a tenant with a pet and want to have it on the landlord's property. Pool & Hot Tub Addendum – Jacuzzi and/or pool for on-site use. Tenant insurance supplement – If the lessor requires the tenant to have liability insurance. Resident documents and house rules - Sets general rules and parameters for the tenant. Satellite Dish Supplement – Every lessee in the state of California has the right to install a satellite dish on the property if they want to as long as they comply with all local and state laws. Unlawful Activities Supplement – Renter, or guest, may not engage in any activity listed in the document, or be deemed to be criminal and immediate removal (eviction) of property. * If you can't find the publication form you want, check the California Index Page Apartment Association. Safety Deposits Maximum (1950.5) – If furnished for three (3) monthly rentals. If you are unfurnished for two (2) monthly rentals. Return (1950.5) – The lessor will return the deposit within twenty-one (21) days of the tenant's move out of the property. Deductions shall be listed in an itemized statement. When is the rent due? The rent is due on the day specified in the rental agreement (page 28, Landlord-Tenant Manual). If the tenant is late in renting, the landlord can send them a 3-day notice to exit, requiring the tenant to pay the full amount due (including penalties) or leave the property. If the lessee does not, the lessor may commence an eviction procedure. Late fees for late payment fees should be reasonable (CIV § 1671). Los Angeles County considered 5% of its monthly rent reasonable. Right of entry (landlord) *No prior notice required. Notice of notification or: must be delivered to the tenant in person; A person of the appropriate age remained at the property; be left on or below the usual front door of the room in such a way that a reasonably and shed person recognises the notification; or the mail shall be deemed reasonable within a reasonable period of time at least six days before the intended registration, unless there is evidence to the contrary. Source: CIV § 1954 (d) (1) Guides to an Ohio lease in a legal written by the landlord wishing to rent a residential or residential or property to a paying tenant. Prior to authorisation, the tenant views the property and discusses the monthly rent together with the lessor's responsibilities (utilities, services, etc.). After an oral agreement has been reached, a rental application will be completed to verify the tenant's income. Once the tenant credentials have been approved, a write must be signed. Rental application – The primary use of the landlord is to ensure that the tenant is employed and references recommend them. Table of Contents Commercial lease - A business area, such as an office, retail (shop, restaurant, etc.) and/or a contract for industrial use. Download: Adobe PDF, MS Word (.docx), OpenDocument Lease with Option to Purchase Agreement – A residential fixed term document has an added advantage to a tenant being able to buy the property at a specific price. Download: Adobe PDF, MS Word (.docx), OpenDocument month to month lease (§ 5321.17) - No end date, the landlord and tenant may have an ongoing agreement where payment is made each month. Either party may terminate the contract with a written notice of at least thirty (30) days. Download: Adobe PDF, MS Word (.docx), OpenDocument Room Rental (Roommate) Agreement - Created individuals sharing a home where each person occupies the bedroom and shares the main or common areas. The form shall indicate the role of each person and the amount of money that the utilities, expenses, etc. Download: Adobe PDF Standard Residential Lease — Fixed-term, which usually lasts twelve (12) months but may relate to the timeframe set by the lessor and lessor. Download: Adobe PDF, MS Word (.docx), OpenDocument sublet agreement - A tenant and a person who wants to continue the leasing agreement between the tenant and the landlord, the so-called lodger. The syriams must comply with all the terms of the main contract and assume all liability for their actions in the event of a lease default. Download: Adobe PDF, MS Word (.docx), OpenDocument termination lease letter - terminate the monthly agreement with at least thirty (30) days notice to either landlord or tenant. Download: Adobe PDF Disclosures Lead-Based Paint Disclosure – Federal Law that requires all landlords/managers/agents to inform the tenant of the possible existence of this type of paint only if the residence was built before 1978. Access According to § 5321.04, the lessor may only enter the tenant's premises at reasonable times for at least twenty-four (24) hours. Security Deposits Interest-Paying Account (§ 5321.16) - If the landlord accepts either fifty dollars (\$50) or the equivalent of a (1) monthly rent, whichever is greater, it should be held at the interest payer 5 percent (5%) if the tenant remains on site for at least six (6) months. This interest rate must be paid by the bank or landlord. Maximum - No state cap. Returning (§ 5321.16) - Thirty (30) days after termination of the lease the lessor is obliged to repay the tenant, as well as interest, the amount of the security deposit. Guides guides

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