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Residential Lease Agreement

State of California

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in California (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease requires.

☐ This lease ends on the end date and Tenant will move out by that day.

☐ This lease ends on the end date unless both sides sign a renewal.

☐ **Automatic renewal: if Tenant stays in the Home after the fixed term ends, or does not give notice before it ends that Tenant will not renew, this lease continues month to month on the same terms.**

If Tenant stays after this lease has ended without Landlord's agreement, Tenant owes rent for each day of the stay at this lease's daily rate, and Landlord may use the process the law allows to regain the Home.

8. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

9. How to pay

Tenant may pay rent by:_____.

Fee-free payment: Tenant may always pay rent, with no fee and without giving bank account details, by: _____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

Tenant may pay rent and the security deposit by at least one form of payment that is neither cash nor electronic funds transfer. Landlord may require cash only for up to three months after Tenant's check was returned for insufficient funds or Tenant stopped payment on a check, and only after giving Tenant the written notice the law requires.

10. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

11. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

Landlord and Tenant agree that any late fee stated in this lease is the amount of damage Landlord is presumed to sustain when rent is late, because it would be impracticable or extremely difficult to fix the actual damage.

12. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

The service charge for a check passed on insufficient funds will not be more than $25 for the first such check and $35 for each later one.

13. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

14. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Any payment, fee, deposit or charge imposed at the beginning of the tenancy to cover the cost of processing a new tenant, or paid as an advance payment of rent, is security under California law. It is held and handled as the security deposit and counts toward the limit on security, except the rent for the first month paid on or before move-in and an advance of six months' rent or more under a lease of six months or longer. The application screening fee is not security.

No part of any security is nonrefundable, whatever is written about a fee in this section.

15. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

16. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may use the deposit only for unpaid rent, for repair of damage to the Home caused by Tenant or by a guest or licensee of Tenant, other than ordinary wear and tear, and for cleaning needed to return the Home to the same level of cleanliness it was in when the tenancy began.

☐ The security deposit, any pet deposit and every other payment Landlord holds as security will not together be more than one month's rent, not counting the first month's rent paid on or before Tenant moves in, except where California law allows more.

☐ Landlord is a natural person (including a settlor or beneficiary of a family trust, as Civil Code 1950.5(c)(5)(C) defines it) or a limited liability company whose members are all natural persons, and owns no more than two residential rental properties that together include no more than four dwelling units offered for rent. No Tenant is a service member, as Military and Veterans Code 400 defines the term.

☐ The security deposit, any pet deposit and every other payment Landlord holds as security will not together be more than two months' rent, not counting the first month's rent paid on or before Tenant moves in, except

where California law allows more.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

No later than 21 calendar days after Tenant has vacated the Home, Landlord will give Tenant a copy of an itemized statement showing the basis for and the amount of any deposit kept and what was done with it, and will return what remains, in the way Civil Code 1950.5(h) requires. Landlord will send with the statement copies of the documents showing the charges for repairs or cleaning, and the photographs the law requires.

Within a reasonable time after either side gives notice to end the tenancy, or before this lease ends, Landlord will tell Tenant in writing of Tenant's option to request an initial inspection and of Tenant's right to be present. If Tenant asks, Landlord will inspect no earlier than two weeks before the tenancy ends, after at least 48 hours' written notice of the date and time, unless both sides sign a written waiver of that notice. Landlord will then give Tenant an itemized statement of the repairs or cleaning that may lead to deductions, so Tenant has a chance to fix them first. Landlord's written notice about the inspection will include the statement about reclaiming abandoned personal property that Civil Code 1950.5(f) requires. This paragraph does not apply to a tenancy ended under Code of Civil Procedure 1161(2), (3) or (4).

Within a reasonable time after Landlord gets the Home back, and before any repair or cleaning Landlord will charge against the deposit, Landlord will photograph the Home, and will photograph it again after that work is done.

17. Where the deposit is held

Landlord will hold and account for the deposit as California law requires.

18. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

In a month-to-month tenancy, Landlord may raise the rent only by written notice delivered to Tenant personally or served by mail. The notice will be delivered at least 30 days before the increase takes effect if the increase, with any other increase in the 12 months before it takes effect, is 10 percent or less of the rent charged at any time in those 12 months, and at least 90 days before if it is more, except that 30 days is enough when the increase is caused by a change in income or family composition found in a recertification that a statute or regulation requires. When the notice is mailed, the extra days Code of Civil Procedure 1013 allows are added. Where another statute, regulation, recorded agreement or contract requires a longer notice, that longer notice applies.

☐ Where Civil Code 1947.12 applies to the Home, over any 12-month period Landlord will not raise the gross rent by more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rent charged for the Home at any time in the 12 months before the increase takes effect, and will not raise it in more than two increments over that period. A discount, incentive, concession or credit that Landlord offered and Tenant accepted is not counted in finding the lowest rent. A new tenancy in which no earlier tenant remains in the Home may start at any rent.

19. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

20. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

21. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

22. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

23. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

24. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

25. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

26. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

27. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

28. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

29. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

30. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

31. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the person needs, as fair-housing law allows.

32. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

33. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

Landlord will also photograph the Home immediately before, or at the start of, the tenancy.

34. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

35. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

36. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

37. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

38. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

39. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

40. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

41. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

42. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that

service is not cut off.

43. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

44. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

45. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses Landlord, Landlord's agents or employees, or Tenant from responsibility for negligent or wrongful acts, or for anything else the law makes them responsible for.

46. Fire or other serious damage

If fire or something else destroys the Home, or the greater part of it, or the part that was the main reason Tenant rented it, and Tenant did not fail to use ordinary care, Tenant may end this lease before the end of its term. If the Home is destroyed, this lease ends. Tenant owes no rent for any time after the lease ends. Landlord will return the deposit as this lease describes.

47. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules in this lease, and may put up a sign if the law allows.

48. Giving notice to move out

Either side may end a month-to-month tenancy by written notice. Tenant gives at least 30 days' notice. Landlord gives at least 60 days' notice if Tenant has lived in the Home for a year or more, and at least 30 days' notice if Tenant has lived there less than a year. Rent is due through the date the tenancy ends. Landlord's notice will state a cause where Civil Code 1946.2 requires one, and will include the statement about reclaiming abandoned personal property that Civil Code 1946.1 requires.

A notice must be in writing and say the date the tenancy ends.

49. Leaving early

☐ Tenant may end this lease early by giving_____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant moves out early with no right to, Tenant owes rent until the Home is rented to someone else or the term ends, whichever comes first. Landlord will make reasonable efforts to rent the Home again, and Tenant also owes the reasonable cost of doing so, if the law allows it.

50. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

51. Safety, and other rights to leave early

State or federal law may give a tenant the right to leave a lease early in certain situations, such as domestic violence. Nothing in this lease takes away such a right.

52. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

53. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

54. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

55. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

56. Attorney fees

☐ If Landlord and Tenant go to court over this lease, the side that wins may recover reasonable attorney fees and court costs, if the court awards them.

57. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

58. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease

takes away a right that the law says cannot be given up.

59. Which law applies

California law and any local law that applies to the Home govern this lease.

60. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

61. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

62. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

63. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law.☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: _____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

64. Who manages the Home, receives papers, and takes the rent

The person authorized to manage the Home is _____, telephone _____, at _____. Papers can be handed to that person in person at that street address.

The person authorized to act for each owner of the Home, to accept legal papers and to receive all notices and demands, is _____, telephone _____, at _____. Papers can be handed to that person in person at that street address.

Rent is paid to _____, telephone _____, at _____.

Landlord will keep this information current, and will give Tenant any new information in writing.

65. Limits on rent increases and reasons for ending a tenancy

☐ 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.

66. Exemption from the rent limits and just-cause rules

☐ This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

67. Why the state's rent limits or just-cause rules do not apply

Landlord states that the Home is exempt for this reason (tick one):

☐ The Home is not subject to the rent limits of Civil Code 1947.12 or the just-cause rules of Civil Code 1946.2, because it was issued a certificate of occupancy within the previous 15 years and is not a mobilehome. This lasts only until 15 years after that certificate was issued (Civil Code 1947.12(d)(4); 1946.2(e)(7)).

☐ The Home is not subject to the rent limits of Civil Code 1947.12 or the just-cause rules of Civil Code 1946.2, because it is restricted by deed, by a regulatory restriction in an agreement with a government agency, or by another recorded document as affordable housing for persons and families of very low, low or moderate income, or is subject to an agreement that provides housing subsidies for that housing (Civil Code 1947.12(d)(1); 1946.2(e)(9)).

☐ The Home is not subject to the rent limits of Civil Code 1947.12 or the just-cause rules of Civil Code 1946.2, because it is a dormitory owned and operated by an institution of higher education or a kindergarten through grade 12 school (Civil Code 1947.12(d)(2); 1946.2(e)(3)).

☐ The Home is not subject to the rent limits of Civil Code 1947.12 or the just-cause rules of Civil Code 1946.2, because it is one of two separate dwelling units within a single structure, the owner occupied the other unit as the owner's principal place of residence at the beginning of this tenancy, and neither unit is an accessory

dwelling unit or a junior accessory dwelling unit. This lasts only so long as the owner continues in occupancy (Civil Code 1947.12(d)(6); 1946.2(e)(6)).

☐ The Home is not subject to the rent limits of Civil Code 1947.12, because it is subject to a local rent-control law that restricts annual increases in the rent to less than Civil Code 1947.12 allows (Civil Code 1947.12(d)(3)). It is not subject to the just-cause rules of Civil Code 1946.2, because a local ordinance requiring just cause for ending a tenancy applies to it instead (Civil Code 1946.2(i)(1)).

☐ The Home is not subject to the just-cause rules of Civil Code 1946.2, because a local ordinance requiring just cause for ending a tenancy applies to it instead (Civil Code 1946.2(i)(1)). This reason does not lift the rent limits of Civil Code 1947.12.

☐ The Home is not subject to the just-cause rules of Civil Code 1946.2, because Tenant shares bathroom or kitchen facilities with the owner, who maintains the owner's principal residence there (Civil Code 1946.2(e)(4)). This reason does not lift the rent limits of Civil Code 1947.12.

☐ The Home is not subject to the just-cause rules of Civil Code 1946.2, because it is in a single-family owner-occupied residence in which the owner-occupant rents or leases no more than two units or bedrooms, including an accessory dwelling unit or a junior accessory dwelling unit (Civil Code 1946.2(e)(5)(A)). This reason does not lift the rent limits of Civil Code 1947.12.

☐ The Home is not subject to the just-cause rules of Civil Code 1946.2, because it is housing in a nonprofit hospital, a religious facility, an extended care facility, a licensed residential care facility for the elderly, or an adult residential facility (Civil Code 1946.2(e)(2)). This reason does not lift the rent limits of Civil Code 1947.12.

68. Rent and discounts

☐ The gross monthly rent is $_____.

69. Tenant's own refrigerator

☐ Under state law, the landlord is required to provide a refrigerator in good working order in your unit. By checking this box, you acknowledge that you have asked to bring your own refrigerator and that you are responsible for keeping that refrigerator in working order.

Tenant may, with 30 days' written notice, tell Landlord that Tenant no longer wishes to keep Tenant's own refrigerator in the Home. At the end of the 30-day notice period, Landlord will install a refrigerator in good working order in the Home. Landlord did not make Tenant's providing a refrigerator a condition of this tenancy, and is not responsible for maintaining a refrigerator Tenant provides.

70. Higher deposit for a service member

☐ Landlord has charged Tenant, a service member, a security deposit higher than the standard or advertised amount. On or before the date this lease was signed, Landlord gave Tenant a written statement of the higher amount and the reason for it.

Landlord will return the additional amount of security to Tenant on _____, which is no more than six months after Tenant moves in, if Tenant is not in arrears for any rent due during that period.

71. When Landlord may enter

Landlord may enter the Home only in these cases: in an emergency; to make necessary or agreed repairs, decorations, alterations or improvements; to supply necessary or agreed services; to show the Home to buyers, mortgagees, tenants, workers or contractors; to make an initial inspection that Tenant has asked for before moving out; when Tenant has abandoned or surrendered the Home; when a court orders it; for the other

purposes Civil Code 1954(a) lists; and as other California statutes allow, such as to install, repair, test and maintain smoke alarms under Health and Safety Code 13113.7.

Except in an emergency or after Tenant has abandoned or surrendered the Home, Landlord will enter only during normal business hours, unless Tenant agrees at the time of entry to another time.

Except where the law says no notice is needed, Landlord will give Tenant reasonable written notice of the intent to enter, stating the date, approximate time and purpose of the entry. Notice given 24 hours ahead is presumed reasonable, and so is notice mailed at least six days before the entry. Landlord may hand the notice to Tenant, leave it with someone of suitable age and discretion at the Home, leave it on, near or under the usual entry door in a way a reasonable person would find it, or mail it.

No notice is needed to respond to an emergency, if Tenant is present and agrees to the entry at that time, or after Tenant has abandoned or surrendered the Home. Landlord and Tenant may agree orally to an entry to make agreed repairs or supply agreed services; the agreement will include the date and approximate time, which will be within one week of the agreement.

Landlord will not abuse the right of entry or use it to harass Tenant.

72. Notice about registered sex offenders

☐ 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 the offender resides.

73. Flood hazards and renter's insurance

Flood hazard area (tick one):

☐ The Home is located in a special flood hazard area or an area of potential flooding, and Landlord has actual knowledge of that fact.

☐ Landlord has no actual knowledge that the Home is located in a special flood hazard area or an area of potential flooding.

Tenant may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at www.caloes.ca.gov. The MyHazards tool that office maintains is at myhazards.caloes.ca.gov.

Landlord's insurance does not cover the loss of Tenant's personal possessions. Tenant should consider buying renter's insurance and flood insurance to insure possessions from loss due to fire, flood or other risk of loss.

Landlord is not required to give Tenant more information about the flood hazards to the property, and the information in this section is deemed adequate to inform Tenant.

74. Regular pest control service

☐ A contract for periodic pest control service for the Home has been made. Landlord will give Tenant a copy of the written notice that the registered structural pest control company provides under Business and Professions Code 8538, which states, among other things, the pest to be controlled, the pesticides proposed to be used and their active ingredients, and how often the treatment is to be done.

75. Notice that the owner has applied to demolish the Home

☐ The owner of the Home, or the owner's agent, has applied to a public agency for a permit to demolish the Home.

The earliest possible approximate date on which the owner expects the demolition to occur is _____, and the approximate date on which the owner will end the tenancy is _____. The demolition will not occur before _____.

76. Notice of pesticide use in shared areas

☐ Landlord, or Landlord's agent, applies pesticide in the common areas of the property on a set schedule, without a licensed pest control operator. California Civil Code 1940.8.5(d) requires Landlord to give Tenant this notice before this lease is signed.

Pest or pests to be controlled: _____.

Name and brand of the pesticide product: _____.

Schedule on which the pesticide is routinely applied: _____.

If the pesticide used is changed, Landlord will give Tenant a new notice.

77. Pesticide caution required by state law

State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illness comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222).

For further information, contact any of the following: for Health Questions – the County Health Department (_____) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).

78. Translation of this lease

If Landlord negotiated this lease primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, orally or in writing, Landlord will give each person who signs this lease, before signing, a translation of this lease in that language that includes every term and condition. At the time and place this lease is signed, Landlord will also give notice in that language, as Civil Code 1632 requires.

Tenant should ask for help with anything in this lease Tenant does not understand.

79. If the Home is in Los Angeles: Paying rent

Tenant may pay rent, the security deposit, surcharges and other housing service fees by at least one method that is not an electronic funds transfer or an online payment. Landlord will not require online or electronic payment as the only way to pay.

80. If the Home is in Los Angeles: Los Angeles Rent Stabilization Ordinance

If the Home is subject to the Los Angeles Rent Stabilization Ordinance, Tenant does not give up any right under it. Any agreement that waives it, written or oral, is void.

Before Landlord demands or accepts rent, Landlord will give Tenant a copy of the Home's valid registration or annual registration renewal statement.

If the rent Landlord charges or proposes is higher than the Home's maximum rent under the Ordinance, Landlord will tell Tenant in writing the facts that justify the difference.

Landlord may pass registration costs through to Tenant only as the Ordinance allows: one-twelfth of 50% of the annual registration fee per month, after a 30-day written notice.

81. If the Home is in Los Angeles: City notices given with this lease

☐ The City of Los Angeles Renter Protections Notice is attached to this lease.

☐ The City of Los Angeles Notice of Right to Counsel is attached to this lease.

82. If the Home is in Los Angeles: Interest on the security deposit

If the Home is subject to the Los Angeles Rent Stabilization Ordinance and Landlord holds Tenant's security deposit for one year or more, Landlord will pay Tenant interest on it every year, at the rate the Rent Adjustment Commission sets or at the actual interest earned (with the bank statements). Landlord will tell Tenant in writing whether the interest is paid directly or credited against rent. When Tenant leaves, Landlord will pay any unpaid interest at the same time and in the same manner as the deposit is returned under California law.

83. If the Home is in San Francisco: San Francisco Rent Ordinance

If the Home is subject to the San Francisco Rent Ordinance, nothing in this lease requires Tenant to move out when the lease's stated term ends, and staying after that date is not by itself a reason for eviction. Landlord may recover the Home only for a reason the Ordinance allows.

Landlord will not let anyone other than a tenant, as the Ordinance defines it, occupy the Home as a non-tenant use. Any part of this lease that says otherwise is void.

Whatever this lease says, Tenant does not give up any right under the Rent Ordinance. Any waiver is void.

84. If the Home is in San Francisco: Added occupants and subletting

Tenant will ask Landlord in writing before adding an occupant or subletting. Landlord will answer in writing, with reasons for any refusal, within 14 days. If Landlord does not, the request is approved. Landlord's refusal must be reasonable, and Landlord will not refuse only because a proposed occupant who will not owe rent lacks creditworthiness.

Whatever this lease says about the number of occupants or about subletting, Landlord will not try to recover the Home because of a one-for-one replacement sublet or an added occupant that the Rent Ordinance protects, after an unreasonable refusal of Tenant's written request.

Landlord will not raise the rent solely because Tenant adds an occupant, even if this lease says it may, except as the Rent Ordinance allows, such as a petition to the Rent Board for costs of an occupant added with Landlord's required approval.

If Tenant sublets, Tenant will charge the subtenant no more rent when the subtenant first moves in than the rent Tenant is then paying Landlord.

85. If the Home is in San Francisco: Keys

Landlord will give Tenant at least one key or key-set for each adult occupant of the Home, free of charge. If Tenant asks in writing, giving the reason, Landlord will provide additional keys within 14 days and will charge only the documented cost of copying them, with no other fee, deposit or condition. Landlord may refuse only for good reason, in writing with specific reasons, within 14 days. Keys are issued for the tenancy and returned when Tenant leaves.

86. If the Home is in San Francisco: Interest on the security deposit

If Landlord holds Tenant's security deposit for one year or more, Landlord will pay Tenant simple interest on it at the rate the San Francisco Rent Board sets each year, unless the rent is assisted or subsidized by a government agency. Each year on the anniversary, Landlord will pay the accrued interest to Tenant or credit it against rent, as Landlord chooses. When Tenant leaves, Landlord will pay any unpaid interest within two weeks after Tenant vacates, less any amount California law lets Landlord keep from the deposit. Tenant cannot waive this right.

87. If the Home is in San Francisco: Organizing with other tenants

Tenant and Tenant's guests may use the building's common areas to organize with other tenants, and Landlord will not prohibit or interfere with it. Landlord may set reasonable rules for the time, place and manner of organizing that do not effectively prohibit it.

88. If the Home is in San Jose: San Jose Apartment Rent Ordinance

If the Home is subject to the San Jose Apartment Rent Ordinance (Chapter 17.23 of the San José Municipal Code), Landlord has told Tenant in writing, before this lease, that the Home is subject to it, and has given Tenant a copy of the City's informational notice or handbook for tenants if the City has one available.

Landlord will not raise the rent by more than the Annual General Increase the Ordinance allows, unless a petition under the Ordinance permits it, and will not raise it more than once in any twelve-month period.

Tenant does not give up any right under the Ordinance. Any waiver of those rights in this lease, or asked for as a condition of this lease or its renewal, is void.

89. If the Home is in San Jose: Paying rent and the deposit

If the Home is subject to the San Jose Apartment Rent Ordinance, Landlord will not require cash, or an electronic funds transfer or online payment, as the only way to pay rent or the security deposit, except that cash may be required for a limited time as California Civil Code section 1947.3(a)(2) allows.

90. If the Home is in San Jose: Fees, utility charges and the security deposit

If the Home is subject to the San Jose Apartment Rent Ordinance, Landlord will not pass utility charges (electricity, gas, telephone, water, wastewater, sewer, refuse) through to Tenant, including by ratio utility billing or a similar unmetered split. Any pass-through agreement made after January 1, 2018 is void, and so is any verbal term for Tenant to pay them. Submetered water, gas or electricity is not affected.

Landlord will charge no more than the actual replacement cost plus $10 for a replacement key or security card, no more than California Civil Code section 1719(a)(1) allows for a bounced check, and no more than California Civil Code section 1950.6(b) allows for an application screening fee. A late fee will not exceed 5% of the monthly rent in total, for each payment that is three or more days late.

Landlord will pass through any other charge only if the Ordinance allows it, the charge is clearly listed in this lease and on the rent invoice (if any), and Landlord gives Tenant a true copy of the bill Landlord paid.

Landlord will not raise the security deposit for as long as the tenancy lasts, except as section 17.23.320(C) of the Ordinance allows.

91. If the Home is in Oakland: Oakland Rent Adjustment Ordinance

If the Home is a covered unit under the Oakland Rent Adjustment Ordinance (Oakland Municipal Code Chapter 8.22, Article I), Landlord has given Tenant, on or before the start of this lease, the written notice of the

Ordinance that the City's Rent Adjustment Program prescribes, in English, Spanish and Chinese.

If the Home is a covered unit, Landlord will raise the rent only by the CPI Rent Adjustment or Banking the Ordinance allows, or by an increase the Rent Adjustment Program has approved on Landlord's petition. Any other increase is void.

Tenant does not give up any right under the Ordinance. Any term in this lease, or said aloud, that waives or changes the Ordinance is void.

92. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Notice of Shared Meter and Payment Agreement

This addendum is part of the lease.

The _____ meter for Tenant's Home also serves an area outside the Home. Landlord is telling Tenant this in writing before the tenancy begins, or on discovering it.

Landlord and Tenant agree in writing how the cost of that service for the area outside the Home is paid:

_____.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Information about Bed Bugs

Bed bug appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are

about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried 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.

Life cycle and reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per 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 usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.

Molted bed bug skins, white, sticky eggs, or empty eggshells.

Very heavily infested areas may have a characteristically sweet odor.

Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

Cooperation matters. Preventing and treating bed bugs takes cooperation between Landlord and Tenant, and a suspected infestation should be reported to Landlord promptly and in writing.

How to report a suspected infestation: Tenant will report it in writing to _____.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Offer of Positive Rent-Payment Reporting

Landlord offers each Tenant named in this lease the option of having Tenant's positive rental payment information reported to a consumer reporting agency. Tenant's written election form is attached.