

**download rental agreement pdf california**



Free California Residential Lease/Rental Agreement.

Use our California Lease Agreement to rent out your property.

Updated November 5, 2020.

Regardless of your state, your Rental/Lease Agreement will contain standard information mandated by Federal law, including:

The names of both the tenant and landlord, The property address, Whether pets are permitted, Information regarding lead-based hazards, The amount of rent and security deposit due, The date and location of when and where the rent is to be paid.

However, not all states will have identical lease agreement requirements and may differ on some important issues.

For example, some states may impose stricter security deposit amounts, while others may differentiate on required notice timeframes for a landlord, before entry into a premises.

As long as the Federal minimum requirement is met, states may adopt varying laws and regulations for leasing and renting properties. It is important to familiarize yourself with the specificities and requirements of California state law to ensure your lease agreement adequately protects your financial and legal rights.

California Residential Lease Agreement Sample California Landlord and Tenant Laws.

#### 1. California Residential Lease Agreement Sample.

The sample lease agreement below describes a contract between “Landlord” Tony Stark and “Tenant” Steve Rogers. He agrees to rent a house in Los Angeles for \$1,000 per month and continuing on a month-to-month basis. The tenant agrees to pay for all utilities and services for the Premises.

This is a good example of what provisions a simple lease agreement might contain, and how one should look in its final form.

#### 2. California Landlord and Tenant Laws.

California imposes specific and distinct requirements for landlords and tenants when executing a Lease/Rental Agreement. For example, the California Civil Code requires the following documents and notifications:

##### Security Deposit:

For unfurnished premises, security deposits must not exceed two (2) months’ rent, while furnished premises allow for up to 3 months’ rent to be requested by a landlord. (Cal. Civ. Code § 1950.5) (§ 1940.5(g))

Landlords must return security deposits to the tenant within twenty-one (21) days of termination of the Lease/Rental Agreement.

##### Landlord Right of Entry:

In non-emergency situations, before entering a premises, a landlord must give twenty-four (24) hour notice, while a forty-eight (48) hour notice is required before a tenant moves out. (Civ. Code § 1954(a))

##### Additional Documents.

##### Bed Bug Addendum

In an effort by the state to reduce the presence of bed bugs and in accordance with the implied warranty of habitability, both the landlord and tenant must declare that the rental unit and any personal belongings have never had a bed bug infestation. (Cal. Civ. Code § 1941.1) (§ 1942.5) (§ 1954.600-1954.605)

##### Carbon Monoxide Detector Addendum

The landlord is required to maintain carbon monoxide devices and a tenant must be made aware that they have a responsibility to immediately notify the landlord of any defects with those devices. (Cal. HSC § 17926.1)

##### Disclosure of Asbestos.

For buildings built before 1979, the owner must provide all tenants notification of any asbestos-containing materials on the premises. (Cal. HSC § 25915)

##### Disclosure of Flood Hazard Area.

If a residential property resides in a special flood hazard area, every lease or rental agreement must inform prospective tenants of that fact. (Cal. Gov. Code § 8589.45)

##### Disclosure of Lead-Based Hazards.

All California landlords of any building constructed before 1978 must notify all tenants of the potential existence of lead-based hazards. (Title 42 U.S. Code § 4852(d))

#### Disclosure of Mold.

A written disclosure of all mold a landlord knows of, or should reasonably know of, along with a handbook provided by the State Department of Health Services, must be presented to all tenants. (Cal. Civ. Code § 26147-26148) (§ 1941.7)

#### Disclosure of Ordnance Location.

A landlord must provide a written notice of the prior existence of a military training facility in the neighborhood which may still contain explosive munitions. (Cal. Civ. Code § 1940.7(b))

#### Disclosure of Shared Utilities.

The landlord must notify tenants whether the electric or gas utility company services other areas of the house and ensure a fair allocation of the costs amongst all tenants. (Cal. Civ. Code § 1940.9)

If you are living in San Francisco, landlords are legally required to provide a heating system that can sustain a temperature of at least sixty-eight (68) degrees Fahrenheit, for at least thirteen (13) hours, between the hours of 5-11am, and 3-10pm. (Topic No. 257)

#### Megan's Law Notice.

Landlords must specifically include a provision in the lease directing the tenant to the website maintained by the Department of Justice, [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).

The website provides information explaining the registered sexual offender database and how to access it. (Cal. Civ. Code § 2079.10(a))

#### Notice of Death in Rental Unit.

Tenants must be notified of any unnatural death that occurred in a unit within the last three years. (Cal. Civ. Code § 1710.2)

#### Notice of Foreclosure.

A landlord must disclose whenever their residential property has entered the foreclosure process. (Cal. Civ. Code § 2924.8)

#### Notice of Illegal Substance Contamination.

A landlord must provide a rental agreement that contains a notification of any prior contamination caused by the production of methamphetamine on the property and all prospective tenants must sign and acknowledge that fact. (Cal. HSC § 25400.28)

#### Notice of Intent to Demolish.

Prior to applying for a permit to demolish a residential property, a landlord must notify current and prospective tenants of the earliest possible date that the building is scheduled to be demolished. (Cal. Civ. Code § 1940.6)

#### Notice of Pest Control / Periodic Pest Control Service.

Landlords must describe any known or reasonably identifiable pests, past and current pest control contracts, and the contact information of a pest control company. (Cal. Civ. Code § 1940.8) (§ 1099)

#### Pet Addendum to a Lease Agreement.

By signing a written pet addendum, the landlord grants the tenant permission to have a pet in the rental unit.

#### Rental Inspection Checklist.

A rental inspection checklist ensures that both the landlord and tenant acknowledge and agree on the condition of each aspect of a rental unit before moving in and moving out.

#### Satellite Dish & Antenna Addendum.

Under FCC regulations, no landlord has the right to restrict a tenant's use of satellite dishes or television antennas as long as they adhere to certain guidelines. (FCC Order 98-273)

#### Smoking Addendum.

Landlords must provide a clause describing prohibited and limited smoking areas for rental agreements signed after January 1, 2012. (Cal. Civ. Code § 1947.5)

Free California Residential Rental Agreement - PDF | Word Template.

This California Residential Rental Agreement Form is intended for a lease of a single-family residential property . If a year-long lease terminates without either party giving notice to vacate or renewing the lease , it will convert to a month-to-month agreement . The landlord must give 60 days notice to terminate a month-to-month agreement and the tenant must give 30 days notice .

#### Security Deposit.

The tenant agrees to pay a security deposit which may not exceed two months' rent for an unfurnished apartment or three months' rent for a furnished apartment. The landlord must return or account for the security deposit after the tenant vacates under California Civil Code, section 1950.5 . The security deposit will not earn interest unless local regulations require it.

#### Rent schedule and Late Fee.

The tenant agrees to pay rent in advance. If rent is late, the landlord may charge a late fee under California Civil Code, section 1671 , which allows the landlord to pursue liquidated damages for breach of contract. The landlord may also charge a fee if a check is returned.

#### Limitation on guests and occupants.

The tenant agrees that only immediate family and short-term guests will occupy the property. The tenant agrees to abide by all laws and ordinances. The tenant agrees not to have pets without the landlord's permission.

#### Condition of property.

The tenant agrees that the property is in good condition as of the move-in date and agrees to maintain the property. The tenant agrees not to alter the property or display signs. The landlord will provide the tenant with information about lead paint on the property and the hazards of lead paint. The tenant is advised about his or her rights concerning hazardous or toxic chemicals under Proposition 65. The landlord agrees that there is no mold on the premises and the tenant agrees to maintain the premises to avoid mold and to notify the landlord of any repairs that need to be made to prevent mold.

#### Parking Information.

If parking space is included in the lease, the tenant agrees to use only the specified space(s). The tenant agrees to pay utilities.

#### Damages, Breach of Contract and Termination.

If the property is damaged or destroyed, the lease may be terminated or the landlord may repair the property. If the tenant is in breach of the contract, the landlord may issue a 30-day notice to comply or vacate . If the tenant fails to pay rent, the landlord may issue a seven-day notice to pay or vacate .

#### Other Terms and Information.

The landlord may enter the property in an emergency or to make repairs, and must otherwise give appropriate notice under California Civil Code, section 1954 . The tenant agrees not to sublet the property. The tenant agrees not to abandon the property, and if the property is abandoned the landlord may terminate the lease and dispose of personal property. The tenant will still be responsible for unpaid rent under California Civil Code, section 1951.2 . The landlord and the tenant agree to serve notices by certified mail. The tenant agrees to waive claims of injury and other damages against the landlord. The tenant is advised of the sex offenders' registry under California Penal Code 290.4 and of the sex offenders' information line under California Civil Code 2079.10 . If litigation between the landlord and the tenant is necessary, the prevailing party will pay attorneys' fees. This lease is binding on the landlord's heirs.

#### How To Fill.

Enter the date. Enter the landlord's name and address. Enter the tenant's name. Enter the county. Enter the address and a description of the property. Enter the beginning and end dates of the lease. Enter the security deposit. Enter the rent and due date. Enter the late fee. Enter the returned check fee. Enter the names of the tenant's family who will be living at the property. Enter a description of the pet(s) allowed, if any. Check if parking is included and describe the parking space(s), if any. Enter the utilities to be paid by the landlord, if any. Enter the address where the landlord can receive service. Enter the address where the tenant can receive service. Enter any additional agreements or provisions. The landlord prints his or her name and signs and dates the lease. The tenant(s) prints his or her name and signs and dates the lease. The landlord indicates if lead paint is present at the property. The tenant acknowledges receiving information about lead paint. The agent, if any, acknowledges that he or she has informed the landlord about the duty to comply regarding lead paint. The landlord, tenant(s), and agent, if any, sign and date the lead paint disclosure form. The tenant(s) sign and date the Proposition 65 addendum form. The tenant(s) sign and date the mold addendum form.

California law does not require that a rental agreement or lease be witnessed, notarized, filed, or registered. It is valid upon execution. Both the landlord and the tenant should keep a copy of the rental agreement or lease in a safe place.

Free California Rental Lease Agreement | PDF | WORD | Template.

The California rental lease agreement is a legal document that binds the landlord and the tenant in regards to a residential or commercial property. The agreement follows the rights and responsibilities of the tenant and the landlord as outlined in the Guide to Landlords' and Tenants' Rights and Responsibilities in California.

The California rental lease agreement entails that the landlord asks for two months' rent as a security deposit for the unfurnished property and 3 months for the furnished. It is done according to section (1950.5) of California state laws.

Steps to fill California rental lease agreement.

The first section should have the name of the owner indicated. The names of the proposed residents and their respective ages. The name and address of the premises and the unit number if applicable.

Owner and resident agreements.

Rental commencement date, period and expiration date. Rent amount and the date to be paid. Security deposit and proposed amount. The utilities are available to the tenant. The number occupants specifying the number of adults and kids. Late charges to be paid and return fees.

The sections that follow outlines in details on:

Acceptance of premises Possession of premises. Pets, water-filled furniture/antennas and/or satellite dishes Security Quiet enjoyment Joint and several liabilities Care and maintenance Right of entry Vehicles and parking Subleasing Pest control Liability / damage responsibility Termination: cleaning / repairs. Rules and regulation Smoke detection device Termination/holdover Default Arbitration of Disputes. Any dispute between the parties arising from or relating to a claim for personal injury, which is directly or indirectly related to, or arising from a condition of the leased premises or the common areas, or any event thereon, shall be resolved solely by arbitration conducted by the American arbitration association. Attorneys' fees/waiver of jury trial Any other general provisions and rules that are expected to be followed by both parties.

Sealing the agreement.

Signing the agreement indicates that both the landlord and the tenant are aware of what is included and needed according to the lease agreement. The name and signature of both parties are filled in the last section.

California rental application is a simple document that does not require the help of a lawyer to fill. Understanding the provisions provided by the California state laws as well as following what is outlined enables both parties to have a smooth lease period with no issues.

Free California Residential Lease Agreement Form - PDF Form Download.

The California Residential Lease Agreement is a legal document template that you can use when you want to lease your residential apartment to a tenant, this form is only applicable in California. This document lets you have total control over the lease of your residential property.

This California lease agreement template lets you fill in the details of the Lease, from the full names of the Landlord, and the Tenant to the address of the residential property in question, and the duration of the lease. A standard duration for any lease usually is twelve months as it is the easiest to maintain.

Also mentioned are clauses in which the Rent Structure to be paid, the rent has to be paid monthly and on the first day of every month regardless if the day is a weekend or a holiday. Another clause is available where if the rent is not paid on the first of every month it can be paid on the second. But if the rent isn't paid on the second as well then the tenant will have to pay a fine of the sum agreed upon by both parties.

Another provision is that of the security deposit that is to be paid by the tenant to the landlord as a security for any damage caused to the premises during the term of the lease. The security deposit will be refunded to the tenant on completion of the term. The tenant also has to make clear the people who will be living in the premises that they have to be immediate family, and that no part of the premises can be used for any business or profession or trade. Doing so will cause the tenant to be in contempt of the lease agreement.

There are many other details outlined in this form, you can download it and modify it to suit your needs. It is required that you Notarize the document.

Free California Rental Lease Agreement - PDF Template.

This California Rental Lease Agreement form is intended for short-term rentals or standard leases of residential property. It can be used for month-to-month agreements or year-long leases .

Rent Payment Terms and Late Fee.

The tenant agrees to pay rent in advance in check or money order form. If rent is late, the landlord may charge a late fee under California Civil Code, section 1671 , which allows the landlord to pursue liquidated damages for breach of contract. The landlord will also charge a fee for returned checks and require future rent payments to be made by money order.

Security Deposit.

The tenant agrees to pay a security deposit which may not exceed two months' rent for an unfurnished apartment or three months' rent for a furnished apartment. The landlord must return or account for the security deposit after the tenant vacates under California Civil Code, section 1950.5.

Information about Utility Bills, Guests and Pets.

The tenant agrees to pay for utilities. The tenant agrees not to have any guests for longer than a 14-day period. If the landlord agrees to pets, the landlord may require an additional pet deposit as long as it does not exceed the maximum specified deposit. The tenant may agree to pay an additional pet deposit and additional rent for a pet and sign a pet agreement. The tenant agrees to pay penalties for violating these agreements.

#### Waterbeds and Liquid-filled Furniture.

The tenant agrees not to have a waterbed or other liquid-filled furniture, hazardous materials, or other exceptionally heavy items. If the structure was built after 1973, the tenant may have a waterbed that conforms to California Civil Code, section 1940.5, and must carry waterbed insurance.

#### Parking Space.

If the tenant is assigned a parking space, the tenant agrees that it will be only used for passenger vehicles in operating condition. The tenant agrees not to wash the vehicle or perform repairs in the parking space. The tenant agrees to maintain the parking space and not to sublet it. The landlord and tenant agree which, if any, animals or vehicles are permitted on the property and where the vehicles should be parked. The landlord and tenant may make other special arrangements.

#### Behavior on the Premises and Damages.

The tenant agrees not to cause excess noise, not to loiter in common areas, and to abide by all laws.

If the property becomes damaged or destroyed, either the landlord or the tenant may terminate the lease or agreement.

All tenants are jointly and severally liable under California Civil Code, section 1659, which means that if rent is not paid or the property is damaged, the landlord may pursue damages from each tenant up to the full amount regardless of any agreements the tenants may have between themselves.

#### Subletting the Property.

The tenant agrees not to sublet the property or abandon the property or to have any long-term guests.. The landlord may evict subtenants or reclaim abandoned property.

#### Landlord Responsibilities for Maintenance of the Property.

The landlord agrees to provide a sound structure with adequate plumbing, water, heating, lighting, trash removal, and smoke detectors. The tenant agrees to maintain the property and observe quiet hours. The landlord may require other responsibilities from the tenant. The landlord may not enter the premises without notice except in an emergency or to make repairs. The tenant has the right to request reasonable repairs to the property without retaliation, and may withhold rent if they are not completed under California Civil Code, section 1942. The landlord agrees to carry insurance coverage on the structure only. The landlord may agree to make certain repairs or improvements to the property.

#### Notices.

Both the landlord and the tenant agree that notices shall be made in writing. The landlord agrees to give 30 or 60 days notice of a rent increase . Both the landlord and the tenant agree to give 30 days notice to vacate the property . If the tenant has rented the property for more than a year, the landlord agrees to give 60 days notice . In no case can the landlord give less than seven days notice, under California Civil Code, section 1946 .

The landlord and the tenant agree that notices to the tenant will be made at the property and notices to the landlord will be delivered by mail.

#### Lead Based Paint Disclosure and Mold.

The tenant is provided with information about lead paint. The owner agrees that there is no lead-based paint on the property and the tenant agrees that he or she has received information on the hazards of lead-based paint. The owner agrees that there is no mold on the property.

#### Maintenance and other rules.

The tenant agrees that the property was in good condition at the beginning of the lease or agreement, and agrees to maintain the property. The tenant agrees not to display any signs or other exhibits. The tenant agrees to notify the landlord if repairs need to be made. The landlord agrees to provide smoke and carbon monoxide detectors and the tenant agrees to test them monthly. The tenant agrees to abide by all rules regarding the pool, laundry area, and other common areas. The tenant agrees to carry insurance to cover personal property losses. As described in California Civil Code, section 1954 , the owner may enter the property at any time in case of an emergency. The owner agrees to give 24 hours notice for entry for other reasons. The landlord may report delinquency in rent to credit reporting agencies and may use information obtained in a credit report to pursue unpaid rent and other charges under California Civil Code, section 1785.26. The landlord may limit the number of occupants. The landlord and the tenant agree on appliances and other items that are currently at the property. The tenant agrees that he or she has received copies of rules and regulations. The tenant(s) agree that they are both jointly and severally responsible for upholding the contract and all parties will be liable for all breaches of contract including damages and penalties under California Civil Code, section 1659 . The tenant agrees that he or she has been made aware of the sex offenders' registry under California Penal Code, section 290.46. The landlord agrees to translate this agreement into Spanish, Chinese, Vietnamese, Tagalog, or Korean, if necessary, under California Civil Code, section 1632.

#### Termination of the Lease.

If a year-long lease terminates without either party giving notice to vacate or renewing the lease, it will convert to a month-to-month agreement. If the tenant vacates before the lease expires and fails to pay rent, the landlord may pursue damages up to the amount of unpaid rent plus other damages including attorney's fees, under 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 may print the form and fill it out neatly in pen.

Enter the landlord's name and apartment number, if any. Enter the tenant(s) name. Enter the apartment number, if any, and the property address. Enter the monthly rent and due date. Enter the security deposit. Enter the late fee. Enter parking and storage details, if any. Enter the beginning date of the rental agreement or lease. Check whether this is a month-to-month rental agreement or a lease. Enter the end date if it is a lease. Enter the amount of the first month's rent and security deposit paid by the tenant, and the total. Enter the landlord's name, address, and contact information where rent is to be paid. Enter the late fee. Enter the returned check fee. Enter utilities to be paid by the landlord, if any. Enter any long-term guests or pets permitted on the property. Enter the pet deposit, if any. The landlord initials to acknowledge no knowledge of lead paint in the property. The tenant initials to acknowledge receipt of materials on lead paint. Enter any additional arrangements or exceptions. Enter property manager's name and contact information. Enter name and contact information for a person authorized to receive notices for the landlord, if any. Enter name and contact information for a person authorized to accept rent for the landlord, if any. Describe appliances and amenities in the property for the tenant's use. The tenant checks boxes to acknowledge receipt of rules, keys, garage door opener, or any other items. The tenant initials to indicate that he or she is fluent in English or that the rental agreement or lease has been translated. The translator, if any, prints his or her name and signs and dates the form. The landlord(s) sign and date the form. The tenant(s) sign and date the form.

California law does not require that a rental agreement or lease be witnessed, notarized, filed, or registered. It is valid upon execution. Both the landlord and the tenant should keep a copy of the rental agreement or lease in a safe place.