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Standard ca residential lease agreement

Product Detailsarrow_right California landlord-tenant law is among the most complex in the country. If you're a landlord in California you need this California-specific lease or monthly rental agreement to get every tenancy off to a good start. Designed to comply with state law (and careful to point out where local law or rent control may apply, too), this agreement from Nolo lets you specify the length of the lease (or choose a month-to-month agreement), who can live on the property, the amount of rent, and how it's to be paid set the security deposit and explain how it will be used and returned (including local interest requirements, if any) explain your rights to enter the rental and the tenants' and landlord's upkeep responsibilities include important restrictions on guest stays, use of the property, and the consequences of late rent and bounced checks, and make required disclosures regarding environmental hazards and other significant issues. The agreement comes with a full set of clause-by-clause instructions, explaining the meaning of each clause and how to fill in the required information. Includes links to rent control boards or other local government websites that guide users on how to add locally-required information to the rental document. This product creates a legal, binding agreement that embodies the rights and responsibilities of landlords and tenants in California, all in plain English. Nolo has dozens of products created just for California residents. Check out Nolo's list of California products. FAQsarrow_right This rental form allows you to create either a fixed-term lease or a rental agreement. A lease runs from one specific date to another, and typically lasts for a year. The lease expires on its own; neither landlord nor tenant need give notice. The terms of the lease cannot be modified mid-lease unless both parties agree. A month-to-month rental agreement self-renews every month, unless landlord or tenant gives the required amount of notice. Landlords may modify the terms of the agreement using the same notice period. If you've made a lease using this platform and have an existing account, you can renew the lease by duplicating the old lease and entering any changed information. For example, make sure the contact information for you or the manager is current. (To duplicate your form, open the original lease and click "More" in the green menu bar. Then click "Duplicate.") If you want to apply the security deposit you collected originally to the renewed lease, you'll have an opportunity to do so. You can either roll-over the amount you have on hand, or add to it (within the limits of the law, of course). If you're subject to a local law requiring interest on deposits, don't forget to follow the rules regarding disbursement, and to calculate interest based on the new, higher amount if you've increased the deposit. In some cities or counties, local ordinances or laws require certain language or information to be in the agreement. For example, some cities require landlords to pay interest on deposits, though state law does not. This product captures local interest requirements. But this product does not include other issues that may need to be in the rental document, such as language required by rent control laws. If you own rental property in a city that has rent control, you should have a current copy of the city's rent control law. You can usually obtain a paper copy from the administrative agency that oversees the workings of the ordinance. It's quicker, however, to read the material online. Most cities have posted their ordinances, as you will see from the list below. You can also access many cities' municipal codes at State and Local Government on the Net (California). Look for your county and/or city. When you click any of the links below (and any provided in this product), the website will open in a new browser page. You won't be taken away from your lease or rental agreement. You can add locally required information in the "Additional Provisions" clause of the agreement. Berkeley. For rent control provisions, see Municipal Code Chapter 13.76 and Article XVII of the City Charter. You can also visit the website for Berkeley's Rent Stabilization Board. Beverly Hills. For rent control provisions, see Title 4, Chapters 5 and 6, of the Municipal Code. Campbell. For rent control provisions, see Title 6, Chapter 6.09, of the Municipal Code. East Palo Alto. For rent control provisions, see Title 14 §§ 14.04.010-14.04.350 Fremont. For "Residential Rent Increase Dispute Resolution" provisions, see Title III, Chapter 19, §§ 3-1900 to 3-1955. Gardena. Rent control provisions are in §§ 14.04.010 to 14.04.290. You can also visit the Rent Mediation Board page. Hayward. Los Angeles. Rent control provisions are in Chapter XV. Los Gatos. Rent control provisions are in Chapter 14, Article VIII. Oakland. Choose Title 8, Chapter 8.22. Palm Springs. Rent control provisions are in title 4, Chapters 4.02, 4.04, and 4.08. San Francisco. From this page, click on "San Francisco Administrative Code" for the entire collection of city codes, including the Chapter 37 rent control provisions. The Rent Board website is the best place online to get rent control ordinance provisions and regulations, maintained by the rent board. San Jose. Relevant provisions are in Title 17, Chapter 17.23, §§17.23.010 to 17.23.770. Santa Monica. This city's rent control laws are in the City Charter, not in the Municipal Code. Thousand Oaks. This is a summary of the city's narrow rent control laws. 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If the translator is supplied by the tenant but does not meet these two requirements, or if the translator is you or someone in your employ or otherwise supplied by you (for example, your fluent daughter), you will have to present a foreign language version of your rental document. (CC § 1632.) Since 2001, California's Department of Public Health has been charged with developing permissible exposure level standards ("PELS") to mold. Once they are developed, landlords will be charged with disclosing to tenants the presence of any known mold that exceeds these levels. As of this writing, no guidelines have been developed. You can read more about mold at the Department's website, About Mold and Dampness, which should also contain updates on the progress of any guideline development. With some exceptions, all landlords must complete the federally required Lead Paint and Lead-Paint Hazards Disclosure form and give it to prospective tenants. 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