

# RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [LANDLORD NAME], with a mailing address of [LANDLORD ADDRESS] ("Landlord"), and the individual or individuals identified below (each a "Tenant" and, collectively, "Tenant"). Landlord and Tenant are each a "Party" and together the "Parties." Where any notice required under this Agreement is tendered in writing, the Party delivering it shall retain proof of delivery.

"Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

## 1. The Premises

Landlord leases to Tenant, and Tenant leases from Landlord, the residential apartment located at [PROPERTY ADDRESS] (the "Premises"), consisting of 1 bedroom(s). The Premises are leased for residential use only and may not be used for any business or commercial purpose without Landlord's prior written consent.

**Parking.** No parking space is provided under the terms of this Agreement. Tenant shall not park on or about the Premises except where authorized by applicable law or posted signage.

## 2. Delivery of Possession

If Landlord is unable to deliver possession of the Premises in a habitable condition on the agreed start date of this Agreement, Tenant may, at Tenant's election: (a) cancel this Agreement and receive a full refund of all deposits and prepaid rent, or (b) take possession on the actual delivery date, with Rent prorated from the actual delivery date. Landlord shall not be liable for any consequential damages arising from a delay in delivery.

## 3. Term

This Agreement shall commence on and, unless terminated earlier in accordance with its terms, shall expire on (the "Term").

Upon expiration of the Term, this Agreement shall automatically continue on a month-to-month basis on the same terms, until either Party terminates it by giving the other at least thirty (30) days' written notice.

**Holdover.** If Tenant remains in possession of the Premises after expiration of the Term without Landlord's written consent or execution of a new agreement, such holdover tenancy shall be on a month-to-month basis and Tenant shall pay Landlord monthly rent equal to one hundred twenty-five percent (125%) of the

Rent in effect during the final month of the Term, which increased rate the Parties acknowledge is a reasonable estimate of Landlord's cost of an unauthorized holdover.

#### 4. Rent

Tenant shall pay Landlord monthly Rent in the amount of \*\*\*\*\* (). Rent is due in advance on the 1st day of each calendar month, without demand, setoff, or deduction.

If Rent is not received within 5 days after its due date, Tenant shall pay a late fee of \$50.00 per occurrence, in addition to the Rent then due. Tenant and Landlord agree that Landlord will incur costs and damage as a result of any late payment, and that the stated late fee is a fair and reasonable liquidated-damages estimate of such costs, not a penalty.

Rent may be paid by the following methods: ACH. Landlord may, on thirty (30) days' written notice, change the accepted methods of payment.

**NSF / Returned Checks.** If any payment is returned for non-sufficient funds ("NSF") or because Tenant has stopped payment, Tenant shall pay a returned-check fee of \$35.00 per occurrence in addition to the Rent or other obligation then due. After the first returned check, Landlord may, in writing, require Tenant to pay all future Rent by money order or cashier's check. Three (3) or more returned checks within any twelve (12) month period shall constitute a material default under this Agreement.

#### 5. Security Deposit

Upon execution of this Agreement, Tenant shall deposit with Landlord **\$0.00** (the "Security Deposit") as security for Tenant's faithful performance of the obligations of this Agreement. The Security Deposit is not a substitute for the last month's Rent and shall not be applied as such without Landlord's express written consent. Landlord may apply the Security Deposit toward unpaid Rent, physical damage to the Premises beyond ordinary wear and tear, and reasonable costs of cleaning or repair caused by Tenant or Tenant's guests.

Within 21 days after Tenant surrenders the Premises and provides Landlord a forwarding address, Landlord shall return the Security Deposit, less any lawfully deducted amounts, together with an itemized statement of any deductions.

**California Security Deposit Notice.** Pursuant to California Civil Code §1950.5, as amended by AB 12 (effective July 1, 2024), the Security Deposit for an unfurnished residential unit shall not exceed one (1) month's Rent. Landlord shall return the Security Deposit within twenty-one (21) days after Tenant has vacated the Premises and Landlord has an opportunity to inspect. If any portion of the Security Deposit is withheld, Landlord shall provide an itemized statement with receipts or invoices. Damage to the Premises caused by a person who committed domestic violence, sexual assault, or stalking against Tenant, where Tenant did not invite such person, shall not be chargeable to Tenant's Security Deposit.

## 6. Move-In Inspection

Prior to or within seventy-two (72) hours of Tenant taking possession of the Premises, Landlord and Tenant shall jointly complete a written move-in inspection report documenting the existing condition of the Premises, including any pre-existing damage item by item. Each Party shall sign and retain a copy. This report shall be the controlling evidence of the Premises' condition at the commencement of the tenancy and shall govern the determination of deposit deductions at the end of the tenancy.

## 7. Occupancy and Use

The Premises shall be occupied only by the Tenants listed in Section 1 and by such other persons as are expressly permitted by Landlord in writing, with total occupancy not to exceed 2 persons. Guests staying more than fourteen (14) consecutive days or thirty (30) total days in any calendar year shall be considered additional occupants and require Landlord's written consent.

No pets of any kind are permitted on the Premises without Landlord's prior written consent. Service and assistance animals lawfully required as a reasonable accommodation are not considered pets and are not subject to this restriction. No stray animals shall be fed or harbored in or about the Premises.

The Premises are designated non-smoking. Tenant and Tenant's guests shall not smoke tobacco, cannabis, or any other substance on the Premises or within twenty-five (25) feet of any entrance or window. Tenant and Tenant's household members shall not vape or use any electronic cigarette or similar device on the Premises or within twenty-five (25) feet of any entrance or window.

Tenant shall not assign this Agreement or sublet all or any part of the Premises without Landlord's prior written consent, which Landlord may withhold in its sole discretion except where prohibited by applicable law.

**Dangerous Materials.** Tenant shall not keep or permit to be kept on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the risk of fire on the Premises or that might be considered hazardous by a responsible insurance company, unless Tenant has obtained Landlord's prior written consent and provided proof of adequate insurance protection to Landlord.

**Crime and Drug-Free Premises.** Tenant and all occupants shall not engage in, facilitate, or permit any illegal activity, including the manufacture, sale, distribution, or use of controlled substances, on or near the Premises. Any conviction of an occupant for a criminal offense directly related to or occurring on the Premises shall constitute a material default of this Agreement.

**Extended Absence.** Tenant shall notify Landlord in writing before any anticipated absence from the Premises of seven (7) or more consecutive days. During any such absence, Tenant shall take all reasonable precautions to protect the Premises from damage, including, during cold weather months, maintaining the

heat at not less than fifty-five (55) degrees Fahrenheit and keeping windows closed to prevent pipe damage.

## **8. Utilities and Services**

Tenant shall be responsible for ordering and paying for all utilities and services used at the Premises, including (without limitation) electricity, natural gas, water, sewer, garbage, internet, and cable television, except as required by applicable law.

## **9. Maintenance and Condition**

Landlord shall maintain the Premises in a habitable condition and shall make all repairs reasonably necessary to comply with applicable building, housing, and health codes. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or Landlord's agent. A written repair request shall constitute Tenant's permission for Landlord or Landlord's agent to enter the Premises to perform such maintenance or repair, subject to reasonable scheduling.

Tenant shall keep the Premises clean and sanitary, shall not damage or permit damage to the Premises, shall dispose of garbage lawfully, and shall promptly notify Landlord in writing of any needed repairs, water intrusion, or conditions that may affect habitability.

Tenant may not perform alterations, repairs, or improvements to the Premises without Landlord's prior written consent. Any fixtures or improvements Tenant installs with consent shall, at Landlord's option, become the property of Landlord or be removed by Tenant at Tenant's cost upon surrender.

**Smoke and Carbon Monoxide Detectors.** Landlord shall install and maintain smoke detectors and, where required by law, carbon monoxide detectors in the Premises. Tenant shall test detectors monthly, replace batteries as needed, report any malfunction to Landlord in writing within twenty-four (24) hours of discovery, and shall not remove, disable, or tamper with any detector.

**Mold and Moisture Prevention.** Both Parties shall use reasonable efforts to maintain the Premises in a condition that prevents the accumulation of moisture and the growth of mold. Tenant shall promptly notify Landlord in writing of any moisture accumulation, water intrusion, or visible evidence of mold. Landlord shall promptly respond to any such written notices and take reasonable remedial action.

## **10. Access**

Landlord may enter the Premises, upon at least twenty-four (24) hours' advance notice to Tenant (or such other notice period as required by applicable law, including two (2) days' notice in Arizona), to inspect, make repairs, supply agreed services, show the Premises to prospective tenants or buyers, or exercise any other right reserved to Landlord under law or this Agreement. In emergencies, Landlord may enter without notice.

## 11. Insurance and Indemnification

Landlord's insurance does not cover Tenant's personal property. Tenant's personal property, including furniture, clothing, electronics, and other belongings, is not insured by Landlord against damage or loss from any cause, including fire, theft, water damage, or natural disaster. Tenant is solely responsible for obtaining renters insurance to protect Tenant's personal property and personal liability, and Landlord is not liable for any such loss or damage.

To the extent permitted by applicable law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, that Landlord may suffer or incur in connection with Tenant's possession, use, or misuse of the Premises, except to the extent caused by Landlord's own negligent acts or omissions.

## 12. Default

Each of the following constitutes a default under this Agreement: (a) failure to pay Rent when due; (b) material breach of any other provision of this Agreement; (c) providing materially false information in Tenant's rental application; or (d) any act or omission that constitutes a ground for eviction under applicable law. Upon default, Landlord may, after giving any notice required by law, terminate this Agreement and pursue all remedies available at law or in equity.

Tenant acknowledges that the rental application submitted to Landlord was relied upon by Landlord in entering into this Agreement. Any material misrepresentation or omission in such application shall constitute a default hereunder.

## 13. Military Service — SCRA Early Termination

Notwithstanding any other provision of this Agreement, a Tenant who is a member of the United States Armed Forces, National Guard, or Reserves and who receives deployment orders, permanent change of station orders, or is called to active duty for a period of not less than ninety (90) days may terminate this Agreement by delivering written notice to Landlord accompanied by a copy of the official military orders. Such termination shall be effective thirty (30) days after the next Rent due date following delivery of the notice, as required by the Servicemembers Civil Relief Act, 50 U.S.C. §3955.

## 14. Required Disclosures

**Lead-Based Paint Disclosure.** Pursuant to 42 U.S.C. §4852d and 40 C.F.R. Part 745, housing constructed before 1978 may contain lead-based paint. Landlord has provided Tenant with: (1) the EPA-approved lead hazard information pamphlet ("Protect Your Family from Lead in Your Home"); and (2) all records and reports in Landlord's possession regarding lead-based paint or lead-based paint hazards at the Premises. Tenant and Landlord shall each sign the acknowledgment block below this section confirming receipt of the above-referenced materials.

### ***Lead-Based Paint Acknowledgment***

*Landlord confirms disclosure of known lead-based paint information and provision of the required pamphlet.*

*Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_*

*Tenant acknowledges receipt of the lead hazard pamphlet and any lead-based paint records disclosed above.*

*Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_*

**California Sex Offender Registry Notice (Cal. Civ. Code §2079.10a).** 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](http://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 he or she resides.

**California Rent Increase Limitation and Just Cause Notice (Cal. Civ. Code §§1947.12, 1946.2).**

**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.**

## **15. Termination**

Upon any termination of this Agreement, Tenant shall (a) surrender the Premises in the same condition as received, ordinary wear and tear excepted, (b) return all keys, access devices, and remotes, and (c) provide Landlord a forwarding address for delivery of any Security Deposit refund and other communications.

## **16. Community Property Notice**

The Premises are located in a community-property jurisdiction. If any Tenant is married, that Tenant's spouse is presumed to have an interest in the lease of the Premises and should be listed as a Tenant or provide written consent. Landlord's reliance on this Agreement shall not be impaired by any omission of a non-signing spouse from this Section 16.

## **17. Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in the state and county where the Premises are located.

## 18. General Provisions

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located, without regard to its conflict-of-laws rules.

**Entire Agreement.** This Agreement constitutes the Entire Agreement of the parties and supersedes all prior and contemporaneous understandings, whether written or oral, regarding its subject matter.

**Amendments.** This Agreement may only be amended by a writing signed by both Parties.

**Severability.** If any provision of this Agreement is held unenforceable, the remainder shall continue in full force and effect.

**Successors.** This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

**Joint and Several Liability.** If more than one person signs this Agreement as Tenant, each Tenant shall be jointly and severally liable for all obligations of Tenant.

**Quiet Enjoyment.** Landlord covenants that, so long as Tenant is not in default under this Agreement, Tenant shall have peaceful and quiet enjoyment of the Premises free from any lawful claims by Landlord or by any person claiming through or under Landlord.

**Subordination of Lease.** This Agreement is subordinate to any mortgage or deed of trust that now exists, or may be given later by Landlord, with respect to the Premises or the property of which the Premises form a part.

**Mechanic's Liens.** Neither Tenant nor anyone claiming through Tenant shall have the right to file any mechanic's lien or other lien against the Premises. Tenant shall give actual advance notice to any contractors, subcontractors, or suppliers that such liens will not be valid, and shall take all additional steps necessary to keep the Premises free from any lien arising from work done by or for Tenant.

**Time is of the Essence.** All deadlines and time periods set forth in this Agreement are of the essence.

**Attorney Fees.** In any action to enforce this Agreement or recover damages for its breach, the prevailing Party shall be entitled to recover from the other Party its reasonable attorney fees and court costs, to the extent permitted by applicable law.

**Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right. A waiver of a particular breach shall not constitute a waiver of any subsequent breach.

**Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one agreement. Electronic and digital

signatures shall be deemed original signatures for all purposes.

**Notices.** All notices under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) certified U.S. mail, return receipt requested; or (c) nationally recognized overnight courier, to the addresses below. Delivery by email to the addresses below shall also constitute valid notice. Notice is effective upon personal delivery, one (1) business day after deposit with an overnight courier, three (3) business days after mailing, or upon confirmed email delivery.

*Landlord: [LANDLORD NAME], [LANDLORD ADDRESS]*

*Tenant: [TENANT 1], [PROPERTY ADDRESS]; email: [TENANT EMAIL]*

## Signatures

The Parties have executed this Agreement on the Effective Date set forth above. Tenant acknowledges receiving a fully executed copy of this Agreement signed by both Tenant and Landlord.

### Landlord

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Tenant — Primary Signer

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE