

The Law Firm of Dennis P. Block & Associates

## Residential Lease Agreement

LANDLORD \_\_\_\_\_

TENANT(S) \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

**1. RENTAL AMOUNT:** Commencing \_\_\_\_\_ TENANT agrees to pay LANDLORD the sum of \$\_\_\_\_\_ per month in advance on the \_\_\_\_\_ day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location \_\_\_\_\_.  
Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

(Check If Applicable) A prorated share of rent in the sum of \$\_\_\_\_\_ is being paid to cover the period from \_\_\_\_\_ to \_\_\_\_\_.

**2. TERM:** The premises are leased on the following lease term: (please check one item only)  
\_\_\_\_\_ month to month (OR) \_\_\_\_\_ until \_\_\_\_\_.

**3. SECURITY DEPOSITS:** TENANT shall deposit with landlord the sum of \$\_\_\_\_\_ as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises.

**4. INITIAL PAYMENT:** TENANT shall pay the first month rent of \$\_\_\_\_\_ and the security deposit in the amount of \$\_\_\_\_\_ for a total of \$\_\_\_\_\_. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

**5. OCCUPANTS:** The premises are rented for residential purposes only and shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

\_\_\_\_\_  
If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

**6. SUBLETTING OR ASSIGNING:** TENANT agrees not to assign or sublet the premises, or any part

thereof, without first obtaining written permission from LANDLORD.

**7. UTILITIES:** TENANT shall pay for all utilities and/or services supplied to the premises with the following exception \_\_\_\_\_.

**8. PARKING:** TENANT \_\_\_ is not \_\_\_ is (check one) assigned a parking space. If assigned a parking space it shall be designated as space # \_\_\_\_\_. TENANT may only park a vehicle that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

**9. CONDITION OF PREMISES:** TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S , or TENANT'S invitee, misuse or negligence. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

**10. ALTERATIONS:** TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public. TENANT shall not store any object on the property outside of the unit.

**11. LATE CHARGE/BAD CHECKS:** The parties agree that it would be impractical or extremely difficult to fix the actual damage incurred by the LANDLORD if the TENANT fails to pay the rent timely. An administrative cost, which is related to collecting and accounting for the late payment, will be assessed at the rate of \$3.00 per day for no more than 20 days from the date the late fee began. The late charge will commence the day after the rent is due. The parties further agree that the acceptance of this provision will be conclusive evidence, in any legal proceeding, that calculating actual damage would be impractical and extremely difficult to fix. Furthermore, the late fee assessed above, is conclusive evidence in any legal proceeding that it is a reasonable administrative cost. If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$25 for each check that is returned to LANDLORD because the check has been dishonored. A fee of \$50 will be incurred each time a the Landlord is required to serve a 3 Day Notice To Pay The Rent due to the Tenant's failure to pay rent timely.

**12. NOISE AND DISRUPTIVE ACTIVITIES:** TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited. This is a completely no-smoking building. Smoking is prohibited in the unit or the common areas of the property.

**13. LANDLORD'S RIGHT OF ENTRY:** LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. No other compensation shall be offered to the TENANT. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE- removing food items from cabinets so that the unit may be sprayed for pests)

**14. REPAIRS BY LANDLORD:** Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within in the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2. TENANT shall be responsible for any fines or inspection fees imposed by a governmental office as a result of TENANT failing to notify the LANDLORD in writing of a deficiency with the premises.

**15. PETS:** No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent.

**16. FURNISHINGS:** No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit. TENANT shall not have any musical instruments on the premises.

**17. INSURANCE:** TENANT must maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a

complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

**18. TERMINATION OF LEASE/RENTAL AGREEMENT:** If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice.

**19. NON-CURABLE BREACH OF RENTAL AGREEMENT:** It shall be considered a non-curable breach of this rental agreement, within the meaning of Code of Civil Procedure 1161 subsection 3, if tenant has not paid the rent when due, three times in any 12 month period. No notice of these delinquencies need be served on the tenant. Smoking of any substance by the tenant or an invitee shall also be considered a non-curable breach of this rental agreement.

**20. POSSESSION:** If premises cannot be delivered to TENANT on the agreed date due to loss, total or partial destruction of the premises, or failure of previous TENANT to vacate, either party may terminate this agreement upon written notice to the other party at their last known address. It is acknowledged that either party shall have no liability to each other except that all sums paid to LANDLORD will be immediately refunded to TENANT.

**21. ABANDONMENT:** It shall be deemed a reasonable belief by the LANDLORD that an abandonment of the premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the TENANT has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve written notice pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of said notice in 18 days, the premises shall be deemed abandoned.

**22. WAIVER:** LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. It is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

**23. VALIDITY/SEVERABILITY:** If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforcement of any other provision of this agreement.

**24. ATTORNEY FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees not to exceed \$500. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

**25. 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. Any such arbitration shall be held and conducted in the county in which the premises are located before three arbitrators, who shall be selected as follows: The claimant and respondent shall each select one arbitrator. The two selected arbitrators will then select a third arbitrator, and the three arbitrators shall constitute the panel. The provisions of the American Arbitration Association rules shall apply and govern such arbitration, subject, however, to the following: (a) Any demand for arbitration shall be made in writing and must be made within 180 days after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would have been barred by the applicable statute of limitations. (b) The arbitrators' jurisdiction extends to all punitive damages claims and call actions. (c) Each party shall bear their own respective fees and cost relative to the arbitration process, and attorneys' fees, if awarded shall not exceed \$500.00. (d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process must be advanced prior to the selection of the arbitration panel and shall be borne equally by all parties. (e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law.

**26. NOTICES:** All notices to the tenant shall be deemed served upon mailing by first class mail, addressed to the tenant, at the subject premises or upon personal delivery to the premises whether or not TENANT is actually present at the time of said delivery. All notices to the landlord shall be served by mailing first class mail or by personal delivery to the manager's apartment or to:

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**27. PERSONAL PROPERTY OF TENANT:** Once TENANT vacates the premises, all personal property left in the unit shall be stored by the LANDLORD for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

**28. ADDITIONAL RENT:** All items owed under this lease shall be deemed additional rent.

**29. APPLICATION:** All statements in TENANT'S application must be true or this will constitute a non curable material breach of this lease. TENANT must complete an updated application, including a census as to the occupants in the unit, upon 7-days written request of the LANDLORD.

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

#### **LANDLORDS Disclosure**

LANDLORD has no knowledge of lead-based paint and/or lead-based paint hazards in the premises. LANDLORD has no reports or records pertaining to lead -based paint and/or lead-based paint hazards in the premises.

#### **TENANTS Acknowledgment**

TENANT has received the pamphlet Protect Your Family From Lead In Your Home. TENANT agrees

to promptly notify LANDLORD in writing of any deteriorated and/or peeling paint.

**31. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

**32. Additional terms**\_\_\_\_\_ (See attachment) Note attachment must be sign by all parties to be valid.

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.

Date\_\_\_\_\_

XX\_\_\_\_\_LANDLORD/AGENT

XX\_\_\_\_\_TENANT

XX\_\_\_\_\_TENANT

**No representation is made as to the legal validity of adequacy of this agreement. If you desire, consult with an attorney.**

**THE LAW FIRM OF DENNIS. P. BLOCK AND ASSOCIATES**

**1 800 77-EVICT (38428)**

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