California Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent ($): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days ($, or 0): _____

4. Security deposit

Security deposit ($): _____

Within 21 days after the Tenant moves out, the Landlord returns the deposit with an itemized statement of any deductions for unpaid rent, cleaning and damage beyond ordinary wear. A deposit paid electronically is returned electronically unless both parties agree otherwise in writing. The deposit may not exceed one month's rent, or two months' rent when the Landlord owns no more than two residential rental properties with four or fewer units in total.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

A general form provided as a convenience by Signathing (AllContraX LLC), not legal advice, and not a claim that it complies with any law. Rules change and vary by state and city. Check the statute cited here, or ask a lawyer, before you rely on it. California clauses follow Cal. Civ. Code 1950.5, Cal. Civ. Code 1946.1, Cal. Civ. Code 1954, Cal. Civ. Code 1962 as read on 2026-10-23.

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives at least 24 hours' written notice before entering to inspect, repair or show the Premises, enters during normal business hours, and needs no notice in an emergency.

9. Ending the lease and default

The Tenant ends a month-to-month tenancy with at least 30 days' written notice. The Landlord gives at least 30 days, or 60 days once the Tenant has lived in the Premises a year or more. If rent is unpaid or a term is broken, the Landlord gives the written notice California law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- [ ] Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- [ ] Name, address and phone number of the person authorized to manage the Premises and receive legal notices (Civ. Code 1962)
- [ ] Statement of whether the Premises is subject to the Tenant Protection Act rent limits and just-cause eviction rules, or exempt (Civ. Code 1946.2)
- [ ] Bed bug information (Civ. Code 1954.603)
- [ ] Smoking policy for the Premises and any common areas (Civ. Code 1947.5)
- [ ] Megan's Law registry statement (Civ. Code 2079.10a)
- [ ] Flood hazard zone status, if the Premises is in one (Gov. Code 8589.45)
- [ ] Known mold above exposure limits (H&S Code 26147)
- [ ] Shared utility metering and how the bill is split, if any utility is shared (Civ. Code 1940.9)
- [ ] Pest control notice when a pest control company services the Premises (Civ. Code 1940.8)
- [ ] A death in the unit within the past three years, if asked or known (Civ. Code 1710.2)

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☐ All fees stated up front in the lease (SB 478)

Los Angeles, San Francisco, Oakland and other cities add their own notices and rent rules. Check the city before signing.

Signatures

Landlord

Signature	Date	Printed name

Tenant

Signature	Date	Printed name

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