



RESIDENTIAL RENTAL AGREEMENT

Month-to-Month

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a leasing agent, property manager or landlord when renting a residential property on a month-to-month basis, to grant the tenancy and set the rent to be paid, identify who will pay which utilities, and allocate maintenance responsibilities between the landlord and tenant.

DATE: _____, 20_____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. This rental agreement is entered into by _____, as the Landlord,
and _____, as the Tenant(s),
 - 1.1 regarding residential real estate referred to as _____,
 - 1.2 including the following:
 - ☐ Garage/parking space # _____
 - ☐ Storage space # _____
 - ☐ Furnishings _____
 - 1.3 The following checked attachments are part of this agreement:
 - ☐ Rent control disclosures
 - ☐ House/Building rules
 - ☐ Condition/Inventory of Furnishings Addendum [See **RPI** Form 561]
 - ☐ Lead-Based Paint Disclosure [See **RPI** Form 557]
 - ☐ Brokerage Fee Addendum [See **RPI** Form 273]
 - ☐ _____

- ☐ Credit Application [See **RPI** Form 553]
- ☐ Condition of Premises Addendum [See **RPI** Form 560]

AGREEMENT:

2. DEPOSIT:

- 2.1 Landlord acknowledges receipt of \$ _____ as a security deposit.
- 2.2 The deposit is security for the diligent performance of Tenant's obligations, including payment of rent, repair of damages, reasonable repair and cleaning of premises on termination, and any loss, damages or excess wear and tear on furnishings provided to Tenant.
- 2.3 No interest will be paid on the deposit and Landlord may place the deposit with their own funds, except where controlled by law.
- 2.4 Within 21 days after Tenant vacates, Landlord to furnish Tenant with a security deposit statement itemizing any deductions, with a refund of the remaining amount.

3. TERM OF RENTAL AGREEMENT:

- 3.1 This rental will begin on _____, 20_____, and continue on a month-to-month basis.
- 3.2 Tenant may terminate this agreement on 30 days' written notice. Landlord may terminate this agreement on 30 days' written notice if Tenant occupied the property for less than one year, or 60 days' written notice if Tenant occupied the property for one year or more. [See **RPI** Forms 569-1, 571, and 572]

4. RENT:

- 4.1 Tenant to pay, in advance, \$ _____ rent monthly, on the _____ day of each month.
- 4.2 Rent to be paid by:

a. ☐ cash, ☐ check, or ☐ cashier's check, made payable to Landlord or their agent and delivered to:

(Name) _____

(Address) _____

(Phone/Email) _____

Personal delivery of rent to be accepted at Landlord's address during the hours of _____ to _____ of the following days: _____.

b. ☐ credit card # _____ / _____ / _____ issued by _____,
which Landlord is authorized to charge each month for rent due.

c. ☐ deposit into account number _____ at _____

(Financial Institution) _____

(Address) _____

d. ☐ _____.

4.3 Tenant to pay a charge of ☐ \$ _____, or ☐ _____ % of the delinquent rent payment, as an additional amount of rent, due on demand, in the event rent is not received within ☐ five days, or ☐ _____, after the due date.

4.4 If any rent or other amount due Landlord is not received within five days after its due date, interest will thereafter accrue on the amount at 18% per annum until paid. On receipt of any past due amount, Landlord to promptly make a written demand for payment of the accrued interest which will be payable within 30 days of the demand.

4.5 Tenant to pay a charge of \$ _____ as an additional amount of rent, due on demand, for each rent check returned for insufficient funds or stop payment, in which event Tenant to pay rent when due for each of the three following months by cash or cashier's check.

5. POSSESSION:

5.1 Tenant will not be liable for any rent until the date possession is delivered.

5.2 If Landlord is unable to deliver possession, Landlord will not be liable for any damage, nor will this agreement terminate.

5.3 Tenant may terminate this agreement if Landlord fails to deliver possession within five days of commencement.

5.4 Only the above-named Tenant(s) are to occupy the premises along with the following individuals:

5.5 Tenant will not assign this agreement or sublet, or have boarders or lodgers.

5.6 Tenant(s) will have no more than _____ guests staying the greater of no more than 10 consecutive days or 20 days in a year.

5.7 Tenant agrees the premises, fixtures, appliances, furnishings and smoke and carbon monoxide detectors are in satisfactory and sanitary condition, except as noted in an addendum. [See **RPI** Form 561]

5.8 Landlord to make any necessary repairs as soon as possible after notification by Tenant. If Landlord does not timely make necessary repairs, Tenant may have the repairs made and deduct the cost, not to exceed one month's rent.

6. TENANT AGREES:

6.1 To comply with all building rules and regulations and later amendments or modifications.

6.2 To pay for the following utilities and services: _____

a. Landlord to provide and pay for: _____.

6.3 To keep the premises clean, well ventilated, free of mold contaminating moisture buildup and sanitary.

a. Tenant acknowledges receipt of the Information on Dampness and Mold for Renters in California booklet. [See **RPI** Form 564-1 and 564-2]

b. Tenant to promptly notify Landlord of unabated moisture buildup in the premises for prevention of mold contamination.

c. Tenant to properly dispose of all garbage and waste.

6.4 To routinely check and properly maintain smoke and carbon monoxide detectors.

6.5 To properly operate all electrical, gas and plumbing fixtures and pipes, and keep them clean and sanitary.

6.6 ☐ Yard maintenance included in Tenant obligations.

6.7 To make the premises available on 24 hours' notice for entry by Landlord to make necessary repairs, alterations or services, or to exhibit the premises to prospective purchasers, tenants, employees or contractors.

a. In case of emergency or Tenant's abandonment of premises, Landlord may enter the premises at any time.

6.8 Not to disturb, annoy, endanger or interfere with other occupants of the building or neighboring buildings.

6.9 Not to use the premises for any unlawful purpose, violate any government ordinance, or create a nuisance.

6.10 Not to destroy, damage or remove any part of the premises, equipment or fixtures or commit waste, or permit any person to do so.

6.11 Not to keep pets or a waterbed on the premises without Landlord's written consent.

a. See attached ☐ Pet Addendum [See **RPI** Form 563], ☐ Waterbed Addendum. [See **RPI** Form 564]

6.12 Not to make any repairs, alterations or additions to the premises without Landlord's written consent.

a. Any repairs or alterations become part of the premises.

I agree to let on the terms stated above.

Date: _____, 20____

Landlord: _____

Signature: _____

Landord's Broker: _____

Broker's DRE #: _____

is the broker for: ☐ Landord
☐ both Tenant and Landlord (dual agent)

Landord's Agent: _____

Agent's DRE #: _____

is ☐ Landord's agent (salesperson or broker-associate)
☐ both Tenant's and Landlord's agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to occupy on the terms stated above.

Date: _____, 20____

Tenant: _____

Signature: _____

Tenant: _____

Signature: _____

Tenant's Broker: _____

Broker's DRE #: _____

is the broker for: ☐ Tenant
☐ both Tenant and Landlord (dual agent)

Tenant's Agent: _____

Agent's DRE #: _____

is ☐ Tenant's agent (salesperson or broker-associate)
☐ both Tenant's and Landlord's agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____