

**Residential Tenancy Agreement**  
**THIS LEASE (the "Lease") dated this**

**BETWEEN:**

**Property Experts**

Address: P.O. Box 3407, San Leandro, CA 94578  
Telephone: 510 544-9055  
(the "Landlord")

**- AND -**

---

**Print Name**

**SS Number**

---

**Print Name**

**SS Number**

(collectively and individually the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

**Leased Premises**

1. The Landlord agrees to rent to the Tenant the house municipally described as \_\_\_\_\_, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Premises without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Premises for longer than one week without the prior written consent of the Landlord.
4. The Tenants are allowed to have pet if, the Pet Verification Form has been completed and approved by Property Experts.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
6. The Premises are provided to the Tenant without any furnishings.
7. The Tenant agrees and acknowledges that the Premises have been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Premises nor permit any guests or visitors to smoke \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ Premises.

### **Term**

8. The term of the Lease commences at 12:00 noon on \_\_\_\_\_ and ends at 12:00 noon on \_\_\_\_\_.
9. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant the notice required under the Act.

### **Rent**

10. Subject to the provisions of this Lease, the rent for the Premises is \$\_\_\_\_\_ **per month**, which includes any charge for the Parking (collectively the 'Rent').
11. The Tenant will pay the Rent on or before the First of each and every month of the term of this Lease to the Landlord at **PO Box 3407, San Leandro, CA 94578**, or at such other place as the Landlord may later designate.
12. The Tenant will be charged an additional amount of **10% Late fee after the 5th day of each month. Returned checks require \$35 fee** for any Rent that is received after the latter of the due date and the expiration of any grace period under \_\_\_\_\_ the \_\_\_\_\_ Act, \_\_\_\_\_ if \_\_\_\_\_ any.

### **Security Deposit**

13. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$\_\_\_\_\_ (the 'Security Deposit').
14. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
15. During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
- i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

16. The Tenant may not use the Security Deposit as payment for the Rent.

### **Quiet Enjoyment**

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Inspections**

18. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the Act.

### **Tenant Improvements**

19. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

#### **Utilities and Other Charges**

20. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, garbage, lawn, internet and cable.

#### **Governing Law**

21. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **Severability**

22. If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

#### **Care and Use of Premises**

23. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
24. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
25. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other Residents.
26. The Tenant will keep the Premises reasonably clean.
27. The Tenant will not engage in any illegal trade or activity on or about the Premises.
28. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Landlord will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
30. The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
31. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

32. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

33. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

### **Lead Warning**

34. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.**

### **Megan's Law**

35. In accordance with Section 2079, California Civil Code, the Landlord hereby notifies the Tenant of the Tenant's right to access the State's database of registered sex offenders.

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

### **Address for Notice**

36. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address of the Tenant is the Premises during this tenancy.
  - b. The **phone number of the Tenant is \_\_\_\_\_**, and the **email address is \_\_\_\_\_**.
  - c. **the address of the Landlord is P.O. Box 3407, San Leandro, CA 94578**, both during this tenancy and after the Lease is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### **General Provisions**

- 37. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 38. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 39. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 40. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

**IN WITNESS WHEREOF** Robert Larkrith, Property Experts Representative,  
**and** \_\_\_\_\_ have duly affixed their signatures  
**on this** \_\_\_\_\_

\_\_\_\_\_  
 Robert Larkrith – Representative PE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Tenants acknowledge receiving a duplicate copy of this Lease signed by the Tenants and the Landlord on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_