

Month-to-month rental agreement (CA/LA)

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CALIFORNIA MONTH-TO-MONTH RENTAL AGREEMENT

This Month-to-Month Rental Agreement ("Agreement") is made on [DATE] between:

LANDLORD: [LANDLORD FULL NAME], with address at [LANDLORD MAILING ADDRESS] ("Landlord").

TENANT(S): [TENANT FULL NAME(S)] ("Tenant").

1. PREMISES

Landlord rents to Tenant the residential premises located at [UNIT/APT NUMBER], [PROPERTY STREET ADDRESS], [CITY], California [ZIP CODE] (the "Premises"), for use as a private residence only.

2. TERM

This Agreement begins on [START DATE] and continues on a MONTH-TO-MONTH basis. Each rental period runs one calendar month. The tenancy renews automatically each month until terminated as provided in Section 6.

3. RENT

Tenant shall pay rent of \$[MONTHLY RENT AMOUNT] per month, due on the [DUE DAY, e.g., 1st] day of each month, payable to Landlord at [PAYMENT ADDRESS OR METHOD].

4. LATE FEE

If rent is not received by [GRACE PERIOD, e.g., the 4th day] after the due date, Tenant shall pay a late fee of \$[LATE FEE AMOUNT]. Unlike New York, California has no statutory late-fee cap, but the fee must be a reasonable, good-faith estimate of Landlord's actual costs from the late payment rather than a penalty (Civil Code §1671); an excessive flat fee can be struck down by a court.

5. SECURITY DEPOSIT

Tenant shall pay a security deposit of \$[SECURITY DEPOSIT AMOUNT]. Under AB 12 (Civil Code §1950.5), most landlords may charge no more than one (1) month's rent as a security deposit; a narrow exception lets certain small landlords (no more than two rental properties, no more than four total units, held in an individual's or family trust's name) charge up to two months' rent — [LANDLORD TO CONFIRM WHICH CAP APPLIES]. Landlord shall return the deposit, with an itemized statement of any deductions and supporting documentation for deductions over \$125, within twenty-one (21) calendar days after Tenant vacates the Premises (Civil Code §1950.5(g)).

6. TERMINATION AND RENT INCREASES (WRITTEN NOTICE REQUIRED)

Either party may end this month-to-month tenancy by giving proper written notice. Under California Civil Code Section 1946.1, the required landlord notice depends on how long the Tenant has occupied the Premises:

- (a) Less than one (1) year of occupancy: at least THIRTY (30) days' written notice;
- (b) One (1) year or more of occupancy: at least SIXTY (60) days' written notice.

A Tenant terminating the tenancy must give notice at least as long as the rental period (normally 30 days).

If the Premises is covered by the Los Angeles Rent Stabilization Ordinance (RSO), the LA County Rent Stabilization and Tenant Protections Ordinance (RSTPO), or the statewide Tenant Protection Act (AB 1482, Civil Code §§1946.2, 1947.12), Landlord may also need a stated "just cause" to end the tenancy and, for certain no-fault terminations, must pay relocation assistance — [LANDLORD TO CONFIRM COVERAGE STATUS BEFORE SERVING NOTICE].

Before raising the rent, Landlord must give at least THIRTY (30) days' written notice if the increase (combined with any increase in the preceding 12 months) is 10% or less, or at least NINETY (90) days' written notice if it exceeds 10% (Civil Code §827). If the Premises is subject to the statewide Tenant Protection Act, annual rent increases are additionally capped at 5% plus the regional CPI, up to a maximum of 10% in any 12-month period (Civil Code §1947.12); RSO/RSTPO-covered units in Los Angeles are subject to their own, typically lower, annual caps instead.

7. UTILITIES

Tenant is responsible for the following utilities and services: [LIST TENANT-PAID UTILITIES, e.g., electricity, gas, internet]. Landlord is responsible for: [LIST LANDLORD-PAID UTILITIES, e.g., water, trash].

8. USE OF PREMISES

Tenant shall use the Premises lawfully and as a residence only. Tenant shall not disturb neighbors, engage in illegal activity, or exceed reasonable occupancy. [PET POLICY / SMOKING POLICY, if any].

9. REPAIRS, MAINTENANCE, AND LANDLORD ENTRY

Landlord shall maintain the Premises in a habitable condition as required by California's implied warranty of habitability (Civil Code §§1941, 1941.1) and keep all systems in good repair. Tenant shall keep the Premises clean, promptly report needed repairs to Landlord at [LANDLORD CONTACT], and pay for damage beyond normal wear and tear. Landlord may enter the Premises only for proper purposes (repairs, inspection, showing the unit, etc.) after giving reasonable notice, presumed to be at least twenty-four (24) hours, except in an emergency (Civil Code §1954).

10. REQUIRED CALIFORNIA DISCLOSURES AND RIDERS — attach all that apply:

- ☐ Lead-based paint disclosure (buildings built before 1978, federal law)
- ☐ Bed bug disclosure and history (Civil Code §1954.603)
- ☐ Mold disclosure, if Landlord is aware of mold (Health & Safety Code §26147)
- ☐ Death in the unit within the last three years, if asked (Civil Code §1710.2)
- ☐ Registered sex offender database ("Megan's Law") notice (Business & Professions Code §11916.7)
- ☐ Flood risk / FEMA flood zone disclosure, if applicable
- ☐ Smoke detector and carbon monoxide detector compliance statement
- ☐ Local rent-registration or rider (LA RSO / LA County RSTPO), where the unit is covered

11. GOVERNING LAW

This Agreement is governed by the laws of the State of California and, where applicable, the ordinances of the City or County of Los Angeles. If any part of this Agreement is found unenforceable, the remainder stays in effect.

12. ENTIRE AGREEMENT

This document is the entire agreement between the parties and may be changed only in a writing signed by both parties.

SIGNATURES

LANDLORD: _____ DATE: _____

[LANDLORD FULL NAME]

TENANT: _____ DATE: _____

[TENANT FULL NAME]

TENANT: _____ DATE: _____

[TENANT FULL NAME, if any]

Template, not legal advice. Termination notice periods are set by Civil Code §1946.1 (30/60 days by tenure); rent-increase notice and caps are set by Civil Code §827 and the statewide Tenant Protection Act (AB 1482, Civil Code §1947.12); the security deposit cap is set by AB 12 (Civil Code §1950.5). Los Angeles units may also be subject to the RSO, RSTPO, and the Just Cause Ordinance. IMPORTANT: this specific document has not yet been reviewed by a licensed California attorney — do not rely on it, sign it, or send it to a tenant until it has been reviewed by a California-licensed attorney, especially to confirm whether the unit is covered by LA's RSO/RSTPO or the statewide Tenant Protection Act.