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Los Angeles Residential Lease Agreement — Free

RESIDENTIAL LEASE AGREEMENT (State of California / City of Los Angeles)

This Residential Lease Agreement ("Lease") is made on [Date] between:

Landlord: [Landlord name], [Landlord address] ("Landlord")
Tenant(s): [Tenant name(s)] ("Tenant")

1. PREMISES. Landlord leases to Tenant the residential premises at [Rental address, unit], Los Angeles, CA [ZIP] ("Premises"), for residential use only.

2. TERM. The lease term begins on [Start date] and ends on [End date], unless renewed or ended as allowed by law.

3. RENT. Tenant shall pay rent of $[Monthly rent] per month, due on the [e.g., 1st] of each month, payable to [Payee] at [Payment method or address]. If the Premises is subject to the City of Los Angeles Rent Stabilization Ordinance (LAMC Ch. XV) or the LA County Rent Stabilization and Tenant Protections Ordinance, any future rent increase is capped and must follow the notice periods those ordinances require; if neither applies, the statewide cap under Civil Code §1947.12 (Cal. Tenant Protection Act, AB 1482) — the lesser of 5% plus local CPI or 10% in any 12-month period — may still apply unless the Premises is exempt (e.g., most single-family homes not owned by a REIT/corporation, or buildings under 15 years old).

4. LATE RENT. California has no statutory grace period or fee cap for residential rent; a late fee is enforceable only if it is a reasonable, good-faith estimate of Landlord's actual costs from late payment (Civil Code §1671) — courts have found fees above roughly 5–6% of monthly rent difficult to defend. Late fee: $[Late fee amount] (must reflect Landlord's actual anticipated costs, not a penalty). This late fee is separate from, and does not shorten, the 3-day notice to pay rent or quit required before any eviction filing (Code of Civ. Proc. §1161).

5. SECURITY DEPOSIT. Tenant shall pay a security deposit of $[Security deposit]. Under Civil Code §1950.5 as amended by AB 12 (effective July 1, 2024), the deposit — combined with any pet deposit, key deposit, or advance rent other than the first month — may not exceed one month's rent, whether or not the unit is furnished. (A landlord who is a natural person or an all-natural-person LLC owning no more than 2 rental properties totaling no more than 4 units may charge up to two months' rent, except this smaller exception does not apply if Tenant is an active-duty military service member — then the one-month cap always applies.) The deposit will be returned within 21 days after move-out with an itemized statement of any lawful deductions and copies of receipts/invoices (Civil Code §1950.5(g)–(h)). If Landlord conducted a pre-move-out inspection, both the inspection and the final move-out condition must be documented with time-stamped

photographs (Civil Code §1950.5(f), added by AB 2801).

6. UTILITIES. Tenant is responsible for: [Utilities paid by tenant, e.g., electric, gas]. Landlord is responsible for: [Utilities paid by landlord, e.g., water, trash].

7. OCCUPANTS. The Premises shall be occupied only by: [Names of all occupants].

8. PETS. Pets are: [allowed or not allowed; if allowed, list any conditions]. Any pet deposit counts toward, and does not add to, the one-month security deposit cap in Section 5.

9. CONDITION & MAINTENANCE. Tenant will keep the Premises clean and safe and will not disturb neighbors. Landlord will maintain the Premises in a condition fit for human occupancy, keeping it substantially free of the defects listed in Civil Code §1941.1 (effective weatherproofing, working plumbing/gas/heating/electrical, no infestation, clean common areas, etc.), consistent with the implied warranty of habitability (Civil Code §1941).

10. LANDLORD ENTRY. Landlord may enter only for the purposes listed in Civil Code §1954 (repairs, showings, inspections, agreed services, or emergencies) and must give at least 24 hours' written notice — presumed reasonable under the statute — stating the date, approximate time, and purpose, delivered personally, left with a resident, or posted at the entry door. Entry must generally occur during normal business hours. These entry rules cannot be waived by this Lease.

11. SUBLET / ASSIGNMENT. Unless Landlord's written consent is required elsewhere in this Lease, Tenant has a default right to sublet or assign under Civil Code §1995.210. Where consent is required and this Lease sets no standard, Landlord's consent may not be unreasonably withheld (Civil Code §1995.260); an unreasonable refusal can expose Landlord to damages or let Tenant terminate (Civil Code §1995.310). Tenant must request consent in writing before subletting: [ ] Sublet requires Landlord's prior written consent [ ] Sublet permitted without additional consent.

12. REQUIRED CALIFORNIA & LOS ANGELES DISCLOSURES & RIDERS — attach/complete all that apply:
[ ] Megan's Law disclosure (required in every CA lease, Civil Code §2079.10a) — verbatim text: "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. 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 the offender resides."
[ ] Bed bug disclosure and reporting procedure (required in every CA lease, Civil Code §1954.603, AB 551)
[ ] Lead-based paint disclosure (buildings built before 1978, 42 U.S.C. §4852d)
[ ] Mold disclosure, if Landlord is aware of mold (Health & Safety Code §26147)
[ ] Methamphetamine contamination disclosure, if applicable (Health & Safety Code §25400.28)
[ ] Move-in / move-out photo documentation (AB 2801, Civil Code §1950.5(f))
[ ] LA Rent Stabilization Ordinance (RSO) or LA County RSTPO notice (rent-stabilized units)

[ ] Application-fee receipt/refund notice (Civil Code §1950.6, capped application screening fee)

13. JUST CAUSE / TERMINATION. Once Tenant has occupied the Premises 12 months (or all co-tenants combined have occupied it 24 months), termination or non-renewal generally requires a just cause reason under Civil Code §1946.2 (AB 1482), unless the Premises is exempt or is subject to a local just-cause ordinance (e.g., LA's Just Cause Ordinance or the LA County RSTPO) that may impose additional protections and relocation-assistance duties.

14. GOVERNING LAW. This Lease is governed by the laws of the State of California and, where applicable, the City/County of Los Angeles. If any part is unenforceable, the rest remains in effect.

The parties agree to the terms above.

Landlord: _____ Date: _____
[Landlord name]

Tenant: _____ Date: _____
[Tenant name(s)]