CertRent

Sublease agreement (LA)

LOS ANGELES / CALIFORNIA SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made on [DATE] between:

SUBLESSOR (Original Tenant): [SUBLESSOR NAME]
SUBTENANT (Sublessee): [SUBTENANT NAME]

covering the premises located at:
[UNIT / APT NO.], [STREET ADDRESS], Los Angeles, California [ZIP] (the "Premises").

1. MASTER LEASE
The Sublessor is the tenant under a lease dated [MASTER LEASE DATE] with [LANDLORD / OWNER NAME] (the "Landlord") for the Premises (the "Master Lease"). A copy of the Master Lease is attached and incorporated into this Sublease. The Subtenant acknowledges receiving and reviewing it.

2. LANDLORD CONSENT (California has no automatic statutory sublet right)
Unlike some states, California gives residential tenants no general statutory right to sublet. Whether the Sublessor may sublet at all, and whether Landlord consent is required, is controlled entirely by the Master Lease. This Sublease is effective only if subletting is permitted by the Master Lease and, where the Master Lease requires it, only upon the Landlord's prior written consent (attached as Exhibit A). Subletting or assigning the Premises in violation of a no-subletting clause is an enumerated at-fault "just cause" ground for eviction of the Sublessor under Cal. Civil Code Section 1946.2(b)(1) (tied to Cal. Code of Civil Procedure Section 1161(4)), and, where the Premises are within the City of Los Angeles Rent Stabilization Ordinance, under L.A. Municipal Code Section 151.09. If Landlord consent is required and is refused, this Sublease is void and all sums paid by the Subtenant are refunded within [X] days.

3. TERM
The sublease term begins on [START DATE] and ends on [END DATE], and may not extend beyond the expiration of the Master Lease. This Sublease is for a term of 30 days or more; the parties acknowledge that renting the Premises for fewer than 30 days can trigger the City of Los Angeles Home-Sharing Ordinance (short-term rental registration, generally limited to a host's primary residence) and is not covered by this Agreement. Upon the end date the Subtenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted.

4. RENT
The Subtenant shall pay the Sublessor rent of $[MONTHLY RENT] per month, due on the [DAY] day of each month, payable to [SUBLESSOR NAME] by [PAYMENT METHOD]. If the Premises are subject to the City of Los

Angeles Rent Stabilization Ordinance (RSO), the County Rent Stabilization and Tenant Protections Ordinance (RSTPO), or the statewide rent cap under Cal. Civil Code Section 1947.12 (AB 1482), the Subtenant's rent may not exceed the amount the Sublessor is legally responsible for paying the Landlord; the Sublessor may not profit by charging the Subtenant more than the Sublessor's own legally regulated rent (L.A. Municipal Code Section 151.09).

5. SECURITY DEPOSIT

The Subtenant shall pay a security deposit of $[DEPOSIT AMOUNT], which may not exceed one (1) month's rent under California law (Cal. Civil Code Section 1950.5, as amended by AB 12). The deposit shall be returned within 21 days after the Subtenant surrenders the Premises, together with an itemized statement of any lawful deductions and, where required, supporting photo documentation (Cal. Civil Code Section 1950.5; AB 2801). Bad-faith retention of the deposit can expose the person holding it to damages of up to twice the deposit amount, in addition to actual damages.

6. RENT-CONTROL DISCLOSURE — COSTA-HAWKINS (READ BEFORE SIGNING)

If the Premises are subject to rent stabilization, the Sublessor discloses that under the Costa-Hawkins Rental Housing Act (Cal. Civil Code Section 1954.53(d)), the Landlord may be entitled to reset the rent to market rate once every original tenant who signed the Master Lease has permanently vacated the Premises. The Sublessor represents that the Sublessor [WILL / WILL NOT] remain a permanent occupant of record of the Premises during the sublease term. The Subtenant acknowledges that this Sublease does not transfer any rent-regulated tenancy rights to the Subtenant.

7. USE AND COMPLIANCE WITH MASTER LEASE

The Subtenant shall use the Premises only as a private residence and shall observe and perform every term, covenant, and obligation of the Master Lease as if the Subtenant were the tenant, including rules on occupancy, pets, alterations, noise, and payment of utilities as set out in the Master Lease. Any act or omission by the Subtenant that would be a default under the Master Lease is a default under this Sublease.

8. SUBLESSOR REMAINS LIABLE

This Sublease does not release the Sublessor from the Master Lease. The Sublessor remains fully liable to the Landlord for the rent and for all obligations under the Master Lease during the sublease term. The Subtenant acquires no rights against the Landlord beyond occupancy for the sublease term and does not become a party to the Master Lease.

9. FURNISHINGS

The Premises are sublet [FURNISHED / UNFURNISHED]. A separate inventory of any furnishings is attached where applicable.

10. SCREENING / APPLICATION FEE (IF ANY)

If the Sublessor runs a credit or background check on the Subtenant, any fee charged may not exceed the

actual cost of the check, up to the statutory cap under Cal. Civil Code Section 1950.6, and the Subtenant is entitled to a receipt and, on request, a copy of the report.

11. NO SELF-HELP EVICTION

Neither party may force the other out by changing locks, removing doors or windows, shutting off utilities, or removing belongings. Only a court judgment and the sheriff may remove a tenant or subtenant in California. Violating this rule is an illegal "self-help" eviction under Cal. Civil Code Section 789.3, exposing the violator to actual damages, a penalty of up to $100 per day, and the other party's attorney's fees.

12. FAIR HOUSING

The Subtenant may not be refused or treated differently because of a lawful source of income, including a Section 8 or other housing voucher (Cal. Gov. Code Section 12955), or because of immigration or citizenship status (Cal. Civil Code Section 1940.3).

13. REQUIRED DISCLOSURES

Required disclosures — including the federal lead-paint disclosure (pre-1978 buildings), the California bed bug information notice (Cal. Civil Code Section 1954.603), a mold/habitability disclosure where applicable, and a copy of the Master Lease's rent-stabilization rider if the unit is RSO/RSTPO-covered — are attached and delivered to the Subtenant.

14. ENTIRE AGREEMENT

This Sublease, together with the attached Master Lease, Landlord consent (if applicable), and disclosures, is the entire agreement between the parties and may be changed only in a writing signed by both parties.

SIGNATURES

Sublessor: _____ Date: _____

Printed name: [SUBLESSOR NAME]

Subtenant: _____ Date: _____

Printed name: [SUBTENANT NAME]

LANDLORD CONSENT (attach if required by the Master Lease)

The undersigned Landlord consents to this Sublease.

Landlord: _____ Date: _____

Printed name: [LANDLORD / OWNER NAME]