ACCESS ASSET MANAGEMENT

Our lease, in plain English

A section-by-section summary of our standard California lease (C.A.R. form RLMM) and the addenda that come with it. Summaries are a guide; the signed lease is what counts. The lease is signed in English. If you need an interpreter or translator, you choose and bring your own, and you both sign the C.A.R. Interpreter/Translator Agreement (form ITA). Our staff don't act as interpreters or translators. Numbers marked "standard default" are what our lease usually says; check your own lease for the exact terms.

1. Who lives there, and for how long

¶1 Property

This section names the home you are renting and the people allowed to live there. Anyone else is a guest, and guests cannot stay more than 14 days without our written OK (standard default; check your lease). It also lists any furniture or appliances included and notes that local rent or eviction rules may apply.

¶2 Term

Your lease starts on the start date on your lease. You get keys only after all move-in money is paid; if it is not paid, the owner can cancel the lease 2 days after a written Notice to Pay and refund what you paid. A month-to-month rental can be ended by you with at least 30 days' written notice. A fixed-term lease ends on the end date on your lease unless you renew, the law requires it to continue, or rent is accepted after it ends, which turns it into month-to-month.

¶24 Joint and Individual Obligations

If more than one person signs, each person is responsible for the whole lease, including all of the rent, even if they move out early.

¶25 Possession

If we cannot hand over the home on the start date, the start date moves back. If the delay is more than 5 days (standard default; check your lease), you can cancel in writing and get a full refund of rent and deposit. Your tenancy ends when you return all keys.

¶35 Representation

You promise your rental application is true. Every occupant 18 or older must apply, and you must tell us when someone in the home turns 18. We may check credit if you ask to change the lease, and missed payments may be reported to credit bureaus. The owner states they know of no foreclosure notices, missed loan payments or bankruptcy affecting the home.

2. Rent, fees and paying

¶3 Rent

You pay the monthly rent on your lease, in advance, on the 1st (standard default; check your lease), and it is late the next day. If you move in mid-month and paid a full first month, the second month is prorated at 1/30th of rent per day. The lease lists the ways you can pay. If a payment bounces or is stopped, you may have to pay by certified funds for a while (see Rules Addendum Section 1C, which replaces the cash rule here). Payments go toward the oldest balance first.

¶5 Move-In Costs Received/Due

This is a table showing your first month's rent, deposit and any other move-in charges, what has been paid, and what is still due. Move-in money can be paid by personal check, money order, cashier's check or electronic payment.

¶6 Late Charge; Returned Checks

If rent is not received within 5 calendar days after the due date (standard default; check your lease), you owe the late charge stated in your lease. A returned check costs $25 for the first one and $35 for each one after that. These fees are due with your next rent payment, and paying them does not excuse the late payment.

3. Security deposit

¶4 Security Deposit

You pay the security deposit stated in your lease. In most cases California caps it at one month's rent (see the Security Deposit Addendum). The deposit can cover unpaid rent, damage beyond normal wear and tear, cleaning to move-in condition, and missing items, but you cannot use it as your last month's rent. Within 21 days after you move out, we send an itemized statement with receipts and return what is left. The deposit is returned only after everyone on the lease has moved out and returned all keys, and a refund check is made out to all tenants on the lease. No interest is paid unless local law requires it. If we use part of it during your stay, you must top it back up within 5 days of written notice.

4. Utilities

¶9 Utilities

You pay for all utilities and services except the ones listed as paid by the owner or covered in the Utility Billing Addendum. If a utility has its own meter, you must put it in your name starting on move-in day. If a utility is shared or submetered, the Utility Billing Addendum (and the Water Submeter Addendum, if checked) explains how you are billed.

5. Move-in condition and appliances

¶10 Condition of Premises

You confirm you have looked at the home, including smoke and carbon monoxide alarms. We give you a move-in condition form, and you have 5 days to fill it out and return it (standard default; check your lease); if you do not return it, the form as written is treated as accurate. This form is very important at move-out, so note every problem and add photos.

¶11 Stove and Refrigerator

The home comes with a working stove and refrigerator that are not under recall. You may choose to bring your own refrigerator instead, and then you are responsible for keeping it working. You can later give 30 days' written notice to have the owner provide one.

6. Repairs and maintenance

¶12 Maintenance Use and Reporting

Keep the home clean and use everything properly. Replace burned-out light bulbs, and tell us in writing right away about any problem, including smoke or CO alarm issues. You pay for damage caused by you, your guests or pets, damage made worse because you did not report it, and drain clogs unless caused by bad plumbing or tree roots. The lease says who waters and maintains the yard and who pays for any regular pest service; if you do not do your share, we can hire it out and bill you.

¶18 Alterations; Repairs

Do not paint, change locks, put up satellite dishes or signs, or drill or nail into walls without written OK. Do not make repairs yourself and subtract the cost from rent; any amount you hold back counts as unpaid rent. Exceptions exist where the law allows them.

¶28 Temporary Relocation

If the home needs fumigation or certain repairs, you may need to leave for a short time and follow the prep instructions. Rent is credited for each day you must be out.

¶29 Damage to Premises

If fire, earthquake or another disaster that is not your fault makes the home unlivable, either side can end the lease in writing, and rent stops from the date of damage. If the lease continues, the owner repairs and rent is reduced fairly. If you or your guests caused the damage, only the owner can end the lease and rent is not reduced.

7. Pets, smoking and house rules

¶14 Animals

No animals without written permission, except as the law allows for service and support animals. Approved animals are covered by the Animal Terms and Conditions Addendum.

¶15 Smoking

No smoking of any substance in the home or common areas, unless the lease lists a specific exception. Smoking is a serious lease violation. You pay for smoke damage, which can include new carpet, drapes and paint, and that can reduce your deposit refund.

¶16 Rules/Regulations

You agree to follow the property rules (the Rules and Regulations Addendum and any posted rules). You and your guests may not disturb neighbors, break the law, or use or sell illegal drugs on the property.

¶17 Condominium; Planned Unit Development

If the home is in an HOA, you must follow the HOA rules. You repay any HOA fines caused by you or your guests, or they can come out of your deposit. You may need to pay HOA fees for things like gate or pool access.

¶31 Waterbeds/Portable Washers

Waterbeds need waterbed insurance, an extra deposit of half a month's rent, and a floor that can hold them. The lease may also ban portable dishwashers or washing machines.

¶13 Neighborhood Conditions

Check the neighborhood yourself before you sign: schools, crime, noise, internet service, traffic, and anything else that matters to you. We do not make promises about the area.

8. Parking, storage and keys

¶7 Parking
This section says whether parking comes with the home and whether it costs extra. Park only registered, working cars in your assigned space. Trailers, boats, campers, leaking vehicles, car repairs and storage in parking spaces are not allowed.

¶8 Storage
This section says whether a separate storage space is included and what it costs, if anything. Store only things you own. No flammable, hazardous, illegal or perishable items.

¶19 Keys; Locks
This section lists the keys, remotes and access devices you receive. If you re-key a lock, you must give us a copy right away. You pay to replace lost keys and devices (see Rules Addendum Section 4I for prices).

9. Entry, showings and photos

¶20 Entry
We may enter for repairs, inspections, services, or to show the home, and may take photos. We normally give 24 hours' written notice, or 48 hours for a pre-move-out inspection. No notice is needed in an emergency, if you agree at the time, or if the home has been abandoned. If the home is listed for sale, notice of a showing may be given orally for 120 days after a written notice.

¶21 Photographs and Internet Advertising
We may photograph or video the home to market it for rent or sale, and those images may end up online. Put away anything personal you do not want photographed.

¶22 Signs
You agree we may place For Sale or For Lease signs on the property.

10. Insurance

¶30 Insurance
The owner's insurance does not cover your belongings or car, so renter's insurance is strongly advised. You must follow any rules set by the owner's insurer. If the box in 30C is checked, you must carry liability insurance of at least the amount stated in your lease and name the owner and manager on the policy.

11. Moving out and leaving early

¶26 Tenant's Obligations Upon Vacating
When you move out, return all keys and remotes, remove all people and belongings, clean the home to its move-in condition, remove trash, and give us your forwarding address in writing. Any changes you made become the owner's, or you may be charged to undo them. You have the right to ask for an inspection before you move out so you can fix problems first and avoid deductions.

¶27 Breach of Contract; Early Termination
If you leave before the lease ends, you may owe rent until the home is re-rented (the owner must try to re-rent it), plus leasing commissions, advertising, cleaning and repairs beyond normal wear and tear. These amounts can be taken from your deposit.

¶23 Assignment; Subletting
You may not sublet, transfer the lease, or rent out rooms without our written OK. This includes Airbnb, VRBO and other short-term rentals unless the lease says otherwise. Breaking this rule is treated as a serious violation that cannot be fixed after the fact.

12. The legal fine print

¶32 Waiver
If we let one violation slide, that does not mean we waive the rule for the future.

¶33 Notice
This lists the addresses where official notices can be delivered to you and to us.

¶34 Tenant Estoppel Certificate
If the owner sells or refinances, you may be asked to sign a form confirming your lease terms. You must return it within 3 days, or it is treated as correct.

¶36 Mediation
Before going to court over a dispute, both sides agree to try mediation first and split its cost. Evictions, small claims and a few other matters are not covered. A party who skips mediation may lose the right to recover attorney fees.

¶37 Attorney Fees
In a court case about the lease, the winner can recover reasonable attorney fees and costs, capped at $1,000 (standard default; check your lease), unless they skipped mediation.

¶38 C.A.R. Form
When the lease names a C.A.R. form, a comparable form agreed to by both sides can be used instead.

¶39 Disclosures
You receive the state mold booklet, the Bed Bug Disclosure and the Flood Hazard Disclosure. You are told about the Megan's Law sex-offender website (www.meganslaw.ca.gov), which we do not check for you. The owner also discloses lead paint, meth, pest contracts, submeters, mold, asbestos, HOA, ordnance and recent deaths on the Rental Property Owner Disclosure.

¶40 Servicemembers Civil Relief Act
Active-duty military members have federal rights to end a lease early in certain cases, and those rights override anything else in the lease.

¶41 Time of Essence; Entire Contract; Changes
Deadlines in the lease matter. The signed lease and its addenda are the whole agreement; spoken promises do not count, and any change must be in writing. If one part is found invalid, the rest still applies.

¶42 Agency
This confirms which real estate brokers represent the owner and you, if any, and when their duties end.

¶43 Broker Compensation
This explains how any leasing brokers are paid. It usually does not change what you owe beyond the move-in costs in paragraph 5.

¶44 Notice of Right to Receive Foreign Language Translation
If your lease was negotiated mainly in Spanish, Chinese, Korean, Tagalog or Vietnamese, you have the right to a translated copy.

¶45 Receipt
If filled in on paragraph 5, the owner or broker confirms receipt of your move-in funds.

¶46 City, County or Other Local Requirements
Some cities and counties have extra rent or eviction rules. Any required local documents will be attached or provided.

¶47 Other Terms and Conditions
This lists the addenda that are part of your lease, such as the Bed Bug, Flood, Rent Cap and Just Cause, and Positive Rent Reporting forms, plus any others checked or written in. Every attached addendum is as binding as the lease itself.

¶48 Legally Authorized Signer
If someone signs for a company, trust or estate, they sign in that role, not personally, and must show proof of authority if asked.

¶49 Interpreter/Translator
If an interpreter helped explain the lease, the language is listed here and the Interpreter/Translator Agreement is attached.

¶50 Property Manager; Broker Limits
This shows who manages the home (the owner or a named management company). Brokers do not guarantee the home's condition and do not give legal or tax advice.

¶51 Tenant Signatures (and Guarantee)
You sign to accept the lease. If a co-signer (guarantor) signs, they promise to pay rent and other charges if you do not, and agree to any later lease changes.

¶52 Housing Provider Signatures
The owner or the owner's agent signs to accept the lease. A final, unnumbered block lists the real estate brokers, who are not parties to the lease.

Addenda and disclosures

Disclosure Regarding Real Estate Agency Relationship (AD)
Explains the duties a real estate agent owes to each side. It is required for leases longer than one year.

California Consumer Privacy Act Advisory (CCPA)
Your personal information will be shared with people involved in the rental, such as screening companies and listing sites. You can contact a business directly to use your privacy rights.

Buyer (or Tenant) Non-Agency Agreement (BNA)
The owner's broker works for the owner, not for you. You are free to hire your own agent.

Foreign Language Translation Notice (FLTN)
Same right as lease paragraph 44, printed in English, Spanish, Chinese, Korean, Tagalog and Vietnamese for you to sign.

Interpreter/Translator Agreement (ITA)
Used only when an interpreter helps you. It records who interpreted and that everyone relies on that interpretation.

Environmental Hazards booklet receipt
You confirm you received the state booklet on environmental hazards, earthquake safety, lead and mold.

Lead-Based Paint Disclosure (LPD)
For homes built before 1978, the owner tells you about any known lead paint and gives you the federal lead pamphlet. You confirm you received it.

Rental Property Owner Disclosure (RPOD)
The owner answers yes or no about lead paint, meth contamination, pest contracts, water submeters, mold, asbestos, HOA rules, nearby old military sites and any death in the home in the past 3 years.

Pest Control Disclosure and Addendum
Tells you whether a regular pest service is in place and who provides it. You must give access and prep for service, and we must give legal notice before applying any pesticide ourselves.

Utility Billing Disclosure and Utility Charge Addendum
A chart shows how each utility is billed: included in rent, flat fee, a share based on square footage, submeter, or the actual bill passed through without markup. Shared-meter charges can cost more than an account in your own name, and you can ask for the bills and math behind any charge. It also covers propane tank levels, solar billing, trash, and final billing at move-out.

Water Submeter Addendum (WSM)
If water is submetered, you get an estimated monthly bill, billing dates and a list of allowed charges. Report leaks; if they are not fixed within 21 days, your bill must be adjusted. You can ask the county sealer to test a meter you think is wrong.

Bed Bug Disclosure (BBD)
Explains how to spot bed bugs. You must report suspected bed bugs and cooperate with inspection and treatment, and we share inspection results within 2 business days.

Tenant Flood Hazard Disclosure (TFHD)
States whether the home is in a known flood area and points you to the state MyHazards website. The owner's insurance does not cover your belongings, so renter's and flood insurance are recommended.

Rent Cap and Just Cause Addendum (RCJC)
Explains California's limit on rent increases (5% plus inflation, never more than 10% a year) and the rule that after 12 months a landlord needs a legal reason to end your tenancy. If the home is exempt, a checked notice says so. For no-fault endings you get relocation help equal to one month's rent.

Fair Housing and Discrimination Advisory (FHDA)
Lists protected classes, such as race, disability, family status and source of income, and gives examples of illegal treatment. It also lists where to get help if you think you were treated unfairly.

Offer of Tenant Positive Rental Payment Reporting (TRPR)
You can ask to have on-time rent reported to a credit bureau to help build credit. It is optional, any fee is capped at $10 a month or actual cost, and you can opt out.

CDPH booklet, "Information on Dampness and Mold for Renters in California."
A state booklet explaining mold warning signs, health risks, and what to do if you see dampness or mold.

Lease/Rental Mold and Ventilation Addendum (LRM)
The home starts free of known mold. You agree to keep it dry and ventilated, use exhaust fans, clean small mildew spots, and report leaks or mold right away.

Water Heater and Smoke Alarm Statement of Compliance (WHSD)
A seller statement that the water heater is strapped and smoke alarms are installed as state law requires.

Water-Conserving Fixtures and Carbon Monoxide Detector Advisory (WCMD)
Explains state rules for low-flow toilets and faucets and for carbon monoxide detectors.

Keysafe/Lockbox Addendum (KLA)
If you agree, a lockbox can be used so agents can show the home. You can set showing terms, and agents and the MLS are not responsible for loss or theft.

Security Deposit Disclosure and Addendum (SDDA)
Since July 1, 2024, most deposits are capped at one month's rent. A small landlord (an individual who owns no more than two rentals with four units total) may charge up to two months, but never more than one month for active-duty service members.

Rules and Regulations Addendum
Our house rules, in 20 sections. Highlights: at least one no-fee way to pay (cashier's check); notices may be sent by email or portal; report problems within 24 hours; you replace filters and bulbs; key replacement and employee labor charges; pet and assistance animal rules; occupant and guest limits; quiet hours from 10 p.m. to 7 a.m.; fire safety and e-bike battery rules; no smoking or vaping; renewal timing; move-out cleaning; and rights for victims of abuse or violence.

Septic System and Private Wastewater Addendum
For homes on septic. Only toilet paper and normal waste go down the drains, and you must protect the tank and leach field. Instead of a sewer bill, you build up a capped share toward routine pumping, never more than the area's sewer rate for the months you lived there, and the owner pays the rest and all repairs.

Well Water System Addendum
For homes on a private well. Water taste, pressure and supply can vary. Do not tamper with the well or store chemicals within 50 feet of it, report water loss right away as an emergency, and the owner handles testing and repairs.

Solar Energy System Addendum
The solar system belongs to the owner or a solar company. Do not touch, cover or shade the panels, keep internet on if the system needs it for monitoring, and note that no one guarantees how much power it makes or what your bill will be.

Lake Front Property Addendum
The lake and any dock or beach are not part of your rental. Any use is at your own risk, you must follow lake rules and permits, and losing lake access does not reduce rent.

Pool, Hot Tub, and Spa Addendum (PHSA)
Safety rules: no diving, no swimming alone or impaired, and never leave children unattended. There is no lifeguard, and you take responsibility for unsafe use by your household and guests.

Animal Terms and Conditions Addendum (ATCA)
Lists each approved animal and whether it is a pet, service animal or support animal. Animals must be licensed, vaccinated, house-trained and cleaned up after. You pay for any animal damage, and pet permission can be withdrawn for cause.

Parking and Storage Disclosure (PSD)
Check that assigned parking and storage spaces actually fit your vehicles and belongings before you sign.

Addendum (ADM)
A blank page for any extra terms agreed for this specific lease.

Additional Signature Addendum (ASA)
Lets more than two tenants or other parties sign the same documents.