

## RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT between **L. Nelson Properties, Inc.** ("Landlord") and <<List of Resident Names >> ("Resident") is effective when fully executed by all parties. The Owner's obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Landlord rents to Resident and Resident rents from Landlord, for residential use only, the premises located at:
  - a. <<PROPERTY ADDRESS: UnitAddr>>, <<PropCity>>, California <<PropZip>> ("Premises")
2. **TERM:** The term of this Agreement begins on <<Lease From DATE>> and ends on <<Lease To DATE>>, at which time this Lease shall terminate without further notice. Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the premises. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Landlord of a written 30-day notice of termination. Except as prohibited by law, the month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Landlord may terminate the tenancy by service upon the Resident of a written 30- day notice.
3. **RENT:** Rent is due in advance on the 1st day of each and every month, at \$<<Base Rent>> per month.  
<<ConcessionYN1>> (if checked): **RENT CONCESSIONS:** Resident is granted a \$<<ConcessionAmount1>> per month reduction in the monthly Base Rent for the period from <<Conc From DATE>> to <<Conc To DATE>>. The monthly rent identified above is the amount due before application of the rent concession.
  - a. **PRORATED RENT.** In the event, the tenancy does not start on the 1<sup>st</sup> day of the month, Resident is to pay prorated rent from move-in date until the last day of the month prior to taking possession. Rent for any partial month shall be prorated at the amount of 1/30th of the monthly rent per day.
  - b. **PAYMENTS.** Payment may be made:
    - i) Electronically via RENTcafe at <<Property URL>> or by
    - ii) Personal Check, Cashier's Check or Money Order payable to <<Community Name>> and mailed or delivered to:  
950 Tower Lane, Suite 900, Foster City, CA 94404
4. **SECURITY DEPOSIT:** Resident shall deposit with Landlord, as a security deposit, the sum of \$<<SecDep Charged>> within 3 days after signing this Agreement or prior to taking possession, whichever is sooner.
  - a. Resident shall not use the security deposit to pay any month's rent. Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:
    - i) defaults in the payment of rent,
    - ii) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
    - iii) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
    - iv) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.
  - b. Within 21 calendar days after Resident has vacated the premises Landlord shall furnish Resident a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit, and shall return any remaining portion of the security deposit to the Resident. Any

remaining portion of the security deposit shall be returned in the form of a single check made payable to all Residents listed above.

5. **UTILITIES:** Resident shall pay for all unit utilities, services and charges, if any, made payable by or based upon occupancy of Resident, except: **no exceptions**. Resident shall have the unit gas and/or electric connected at all times during the tenancy. **Disconnection of utilities due to non-payment is a material breach of this Agreement**. Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Landlord.
6. **LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the 5<sup>th</sup> of the month, there will be a late charge of **\$100.00** assessed. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Landlord for the amount of the check and a service charge of **\$25.00**
7. **RENTAL UNIT AVAILABILITY:** In the event the unit is not available on the move-in date due to a prior Resident holding over, or other cause not within the control of Landlord, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.
8. **OCCUPANTS:** Premises shall be occupied only by the Residents specified above and the following named person(s): **Other occupants/minors listed here**
9. **GUEST(S):** Except as otherwise provided by prior written agreement, any person who is not listed as an Occupant on this Agreement is a Guest. A Guest may not stay on the premises for more than **10 consecutive days**, or a total of **25 days in a 12-month period**. At the discretion of Landlord, Guest(s) who overstay this limit may be required to go through the application process, and if approved, may be required to sign a Rental/Lease Agreement. A guest who has not signed a Rental/Lease Agreement is not a "tenant who has lawfully occupied the premises" for the purpose of Civil Code 1946.2 and is not a "tenant" for the purpose of Civil Code Section 1947.12. Resident is responsible for any violation of this Rental/Lease Agreement by Resident's Guests.
10. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Landlord, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. Resident is prohibited from offering all or part of the premises for short-term rental, such as through AirBNB, VRBO or other such sites. Any person who is not named as an Occupant in this Agreement or Resident who signed this Agreement, who occupies any portion of the dwelling unit, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is not a Guest. This constitutes attempted subletting or assignment under this Agreement, and is, at the election of Landlord, irremediable breach of this Agreement and cause for immediate termination.
11. **AGENT FOR SERVICE OF NOTICES AND PROCESS:** The agent for service of any notices and for service of process is: Maria Morgan-Butcher, L. Nelson Properties, Inc. 950 Tower Lane, Suite 900, Foster City, CA 94404
12. **RENTERS INSURANCE:** Resident's personal property is not insured by Landlord. Landlord recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Landlord which is now in effect or becomes effective during the term of this Agreement. Resident is encouraged but not required to obtain renters insurance.

13. **KEYS:** Resident has received the sets of keys for the premises noted below. If needed, additional keys may be requested from the Landlord; and, Resident will be charged. There may be a charge. Keys to the premises are the exclusive property of Landlord. All keys must be returned to Landlord when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned. In the event that any keys to the premises or the building are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Landlord, as required for the security of the Premises, the Building, and Building occupants. This may include the costs of re-keying the entire Building if Landlord, at Landlord’s sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out of the Premises. If Landlord is required to assist any Resident in gaining entry to the Premises, Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Landlord and Landlord may require Resident to contract with a professional locksmith.

Keys Issued:	Access Control Devices (if applicable):
# of Entry Keys	# of Garage Opener(s)
# of Mail Key(s)	# of Gate Remote(s)
Mailbox #:	# of Assigned Gate Code
# of Pool Key(s)	

14. **PARKING:**

- a. **ASSIGNED PARKING:** <<GX>> (if checked) This agreement does provide for one <<**PARKING TYPE**>> marked as <<# / **letter**>>. Only one passenger vehicle or motorcycle may be parked in each space. Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking space may not be used for storage without prior written permission. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking. Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. Only currently registered and operational vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws are subject to tow.
- b. **ADDITIONAL PARKING:** This property does not have guest or unassigned parking. Resident may not park a motor vehicle or motorcycle anywhere on the premises other than the assigned parking space, if any. **Vehicles parked in unauthorized areas or in another resident’s space may be towed away at the vehicle owner’s expense.**

15. **STORAGE:** No storage outside of the Resident’s unit is authorized, permitted, or provided under this Agreement unless a separate storage addendum is attached. Resident agrees to keep personal property inside Resident’s unit unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall not store gasoline, cleaning solvent or other flammable liquids in the unit.

16. **LANDSCAPING:** Resident [ ] is [x] is not responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping. Resident shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional.

17. **SMOKING OF ANY SUBSTANCE, INCLUDING MARIJUANA, IS PROHIBITED EVERYWHERE ON THE PREMISES, INCLUDING IN INDIVIDUAL UNITS AND INTERIOR AND EXTERIOR COMMON AREAS.** Smoking includes the use of e-cigarettes or vaping. The term “smoke” includes vapor from ecigarettes or other vaping devices. Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify

Landlord in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Landlord's adoption of this policy, does not make the Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Landlord shall take reasonable steps to enforce this provision. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice. Landlord and Resident agree that the other residents of the property are the third-party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Landlord has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of this Agreement and grounds for Landlord's immediate termination of this Agreement.

18. **PROHIBITIONS:** Without Landlord's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") shall be kept or allowed in or about the premises. Resident shall not engage in any of the actions or conduct related to marijuana, that are otherwise permitted under Health and Safety Code 11362.1, on the premises. This includes growing and use of marijuana in any form.
19. **LARGE APPLIANCES:** Resident shall not move or remove any large appliances provided by Landlord without prior written consent of the Landlord. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, generators or other large appliances not provided by the Landlord, without prior written consent of the Landlord. Resident may operate a generator in emergency situations, provided that (1) all manufacturer safety procedures are followed, including operating the generator in an outside space and (2) the generator does not create a nuisance (noise or other) for other residents.
20. **REPAIRS AND ALTERATIONS:** Resident shall make a written request to Landlord regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Landlord's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without Landlord's prior written consent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Landlord any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanic's lien recordation or proceeding caused by Resident.
21. **UNLAWFUL ACTIVITIES:** Resident, Occupants and any guest or other persons under the Resident's control shall not:
  - a. engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
  - b. engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises or property.
  - c. permit the dwelling unit or property to be used by any person for, or to facilitate, criminal activity, including drug-related criminal activity, engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
  - d. engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the premises or property.

- e. engage in any criminal activity on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
- f. use the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- g. A single violation of any of these provisions shall be deemed a serious and material violation of this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

**22. PETS: <<Pets\_YN>>** if checked Landlord consents to Resident keeping the pet(s) described here:

Pet Name	Type	Description
----------	------	-------------

PET RENT: <<PX>> (If checked) \$<<Pet Rent Amount>>

- a. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep said Pet on the premises by giving Resident thirty (30) days notice in writing.
- b. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.
- c. Resident agrees that Pet will not be permitted outside Resident's unit unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited.
- d. Pet must be spayed or neutered.
- e. Domestic rodents, reptiles and amphibians, or birds, if allowed, must remain caged at all times.
- f. Pet shall not be fed directly on the flooring/carpeting in the unit.
- g. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
- h. Resident shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by Pet shall immediately be cleaned up by Resident. Resident must provide and maintain an appropriate litter box, if applicable.
- i. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, the pet will be either put in a kennel/crate or removed from the premises.
- j. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with Pet, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Pet.
- k. Resident shall deposit with Owner/Agent an additional security deposit. Owner does not require Resident to carry renter's insurance to cover damages caused by Pet.

**23. ENTRY AND COOPERATION:** California law allows Landlord or their employee(s) to enter the premises for certain purposes, generally during normal business hours. The Landlord will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law.

**The Resident's refusal to allow the owner to enter the residential real property is a material breach of this Agreement and California law and is cause for termination as provided herein and by law.**

If the premises or the building is required by any government agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Landlord so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

**24. CARE, CLEANING AND MAINTENANCE:** Except as prohibited by law, Resident agrees:

- a. to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in trash containers or bins;
- b. to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- c. to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
- d. that all rooms on the premises and all appliances and fixtures on the premises must be able to be used for their intended purpose(s);
- e. not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
- f. to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes;
- g. to promptly advise Landlord of any items requiring repair, such as locks or light switches, smoke detectors, appliances, heating and air conditioning (if provided) systems. Resident shall notify the Landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices. Resident shall make repair requests as soon after the defect is noted as is practical;
- h. to keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room on the premises.
- i. to maintain the unit in a manner that allows necessary access through each room and to all doors and windows, does not inhibit necessary airflow, does not act as a potential haven for pests and mold growth, does not create a fire hazard, and allows rooms to be used for their intended purposes.
- j. to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits;
- k. to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy;
- l. to pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.

**25. MOLD PREVENTION:** Resident agrees to:

- a. keep the premises maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow.
- b. to regularly allow air to circulate in the apartment.
- c. to immediately notify the Landlord of
  - i) any leaks, moisture problems, and/or mold growth;
  - ii) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and
  - iii) any significant mold growth on surfaces inside the premises.
- d. to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning and to report to the Landlord any non-working fan;
- e. to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit;
- f. to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (mold can grow on damp surfaces within 24 to 48 hours);
- g. to keep the unit free of dirt and debris that can harbor mold.

- 26. PLUMBING:** Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Landlord for these costs on demand.
- 27. USE OF PREMISES:** The premises shall be used as a dwelling for residential purposes only and for no other purpose. No retail, commercial, or professional use of the premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Landlord is obtained in advance of such proposed use. As a condition for granting such permission, Landlord may require that Resident obtain liability insurance for the benefit of Landlord.
- 28. QUIET ENJOYMENT, WASTE AND NUISANCE:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Resident is also responsible for compliance with any local noise ordinances.
- 29. SMOKE DETECTION DEVICE:** The premises are equipped with a smoke detection device(s), which was tested and found operable by the Landlord. Landlord shall have a right to enter the premises to check and maintain the device as provided by law. Resident shall:
- be responsible for performing the manufacturer's recommended test of the device weekly;
  - inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
  - not disable, disconnect or remove the detector.
- 30. CARBON MONOXIDE DETECTION DEVICE:** If the premises are equipped with a carbon monoxide detection device(s), the devices have been tested and found operable by the Landlord. Landlord shall have a right to enter the premises to check and maintain the device as provided by law. Resident shall:
- be responsible for performing the manufacturer's recommended test of the device weekly;
  - inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
  - not disable, disconnect or remove the detector.
- 31. FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Landlord, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident. In the event that Landlord has already paid fines or costs levied against Landlord as of the date Resident is notified of the levy against Landlord, Resident shall, within five (5) days of Landlord's written demand therefore, reimburse Landlord for the entire sum paid. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident.
- 32. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Landlord for liability arising prior to the return of possession to the Landlord for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees.

- 33. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Landlord presents to Resident Form CA-160 - Resident's Certification of Terms - Estoppel Certification, or other similar form, Resident agrees to execute and deliver the form acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Landlord, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the form as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.
- 34. DESTRUCTION OF OR DAMAGE TO THE PREMISES:** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following will apply:
- a. If the premises are totally destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Landlord, specifying the termination date.
  - b. If the premises are only partially damaged, or are temporarily uninhabitable, as determined by Landlord, Landlord will use due diligence to begin the process to repair such damage and restore the premises as soon as possible. If only part of the premises cannot be used, there will be a proportionate rent discount until the premises are repaired, to be determined solely by Landlord.
- 35. 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](http://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 he or she resides.
- 36. HAZARD NOTICE:** Pursuant to Government Code Section 8589.45, Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caoes.ca.gov/>. The Landlord's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. The Landlord is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.
- a.  (if checked) The property is located in a special flood hazard area or an area of potential flooding
- 37. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$1,000.00 plus court costs.
- 38. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Landlord (including a collection agency) to obtain Resident's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 39. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Landlord of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.

- 40. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 41. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
- 42. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California Civil Code Section 1951.2 and 1951.4. Damages Landlord "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 43. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
- 44. ADDENDA:** Resident(s) acknowledge receipt of the following applicable addenda, copies of which are attached hereto and are incorporated as part of this Agreement.
- a. Asbestos Addendum
  - b. Bedbug Addendum
  - c. Grilling Addendum
  - d. Lead-Based Paint Addendum
  - e. Pest Control Notice Addendum
  - f. Political Signs
  - g. Proposition 65 Warning Addendum
  - h. Satellite Dish and Antenna Addendum
  - i. Spare the Air Addendum
  - j. Water Conservation Addendum



**ASBESTOS ADDENDUM**

This document is an Addendum and is part of the Lease Agreement <<Today>>.

THIS PROPERTY **MAY** CONTAIN ASBESTOS.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to:
  - a. piercing the surface of the ceiling by drilling or any other method;
  - b. hanging plants, mobiles, or other objects from the ceiling;
  - c. attaching any fixtures to the ceiling;
  - d. allowing any objects to come in contact with the ceiling;
  - e. permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling;
  - f. painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures;
  - g. undertaking any activity which results in building vibration that may cause damage to the ceiling.
  - h. Resident shall notify Landlord immediately in writing
    - i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or
    - ii) upon the occurrence of any of the events described in Paragraph 1 above

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
_____	_____	_____	_____
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
_____	_____		
<i>Date</i>	<<LeaseeName4>>		

## BED BUG ADDENDUM

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

The Landlord has inspected the unit prior to lease and knows of no bedbug infestation. Resident agrees not to bring onto the property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at [www.stopbedbugs.org](http://www.stopbedbugs.org) and the information below.

### 1. Information about Bed Bugs:

- a. Bed bug appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- b. Life cycle and reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- c. Bed bugs can survive for months without feeding.
- d. Bed bug bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- e. Common signs and symptoms of a possible bed bug infestation:
  - i) Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
  - ii) Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - iii) Very heavily infested areas may have a characteristically sweet odor.
  - iv) Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- f. For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
  - i) <http://www2.epa.gov/bedbugs>
  - ii) <http://www.pestworld.org/all-things-bed-bugs/>

### 2. Report Suspected Bed Bug Infestations As Soon as Possible

- a. Prompt reporting: If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- b. Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- c. If you suspect a bed bug infestation, or have other maintenance needs, please complete an online maintenance request.
- d. Cooperation with Pest Control
  - i) Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
  - ii) Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for any

Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.

- iii) The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- iv) Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- v) If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- vi) Residents who are not able to fulfill their unit preparation responsibilities shall notify the Landlord at least one business day prior to the scheduled pest control operator visit for inspection or treatment.
- vii) A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

**3. Prevention Recommendations**

- a. Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- b. Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- c. Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.
- d. Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- e. Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
- f. Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____ <i>Date</i>	_____ <<TenantFirstLast>>	_____ <i>Date</i>	_____ <<LeaseeName1>>
_____ <i>Date</i>	_____ <<LeaseeName2>>	_____ <i>Date</i>	_____ <<LeaseeName3>>
_____ <i>Date</i>	_____ <<LeaseeName4>>		

## GRILLING ADDENDUM

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

1. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no charcoal burners or other open flame cooking devices, or liquefied petroleum gas fueled cooking devices (hereinafter "grill") shall be allowed in or about the premises.
2. If allowed by law and the unit has an exclusive use yard, the Owner/Agent consents to Resident keeping and operating a propane or natural gas fueled grill.
3. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep and operate said grill on the premises by giving Resident thirty (30) days notice in writing.
4. Resident agrees to comply with all applicable ordinances, regulations and laws governing grills and storage of combustibles.
5. Resident agrees that the grill will be used only in the unit's exclusive use yard.
6. Resident agrees to maintain and operate the grill in a safe manner. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:
  - a. Follow manufacturers' directions for safe operation, storage, and maintenance of your grill. If the manual is missing, contact the manufacturer for a replacement or check the company's web site for an online copy.
  - b. Check to see that the grill is in good working order. For gas grills, be sure that all gas lines and valves are intact. Ensure that the grill is stable and will not tip over.
  - c. Set up the grill in a safe place. Choose a firm, level surface at least 10 feet away from walls, siding, and deck rails; overhangs, eaves, and awnings; shrubs and branches; and furniture and other combustibles.
  - d. Only use gas and charcoal grills outdoors. When burned, gas and charcoal produce deadly carbon monoxide, an odorless, colorless gas that can kill in a matter of minutes. Never use a grill indoors, or in a garage, even if the door is open. Carbon monoxide can enter the apartment and injure or kill the people inside very quickly.
  - e. Have a fire extinguisher (ABC type) or a bucket of water handy in case of a fire.
  - f. Have a spray bottle of water ready to control flare-ups.
  - g. Have access to a phone in case of emergencies.
  - h. Start the grill properly, using only approved methods. Before lighting a gas grill, open the cover.
  - i. Stay by the grill while it is in use and while it is still hot.
  - j. If Resident smells gas while cooking: Turn off the grill. Move away from the grill. Keep everyone away. Do not move, use, or light the grill until it has been inspected and repaired.
  - k. Use appropriate grilling tools. Choose long-handled heat-resistant cooking tools and heat-resistant mitts.
  - l. Keep people away from the grill, especially children.
  - m. Do not attempt to move a grill that is in use.
  - n. Clean the grill after use, removing food fragments, sauces and marinades, and accumulated fat or grease. All these increase the risk of flare-ups and fires.

7. Resident agrees to use the following special precautions for gas grills (if applicable): Before using the grill:
  - a. Check the hose or tubes for leaks, cracks, brittleness, holes, and kinks. Make sure there are no sharp bends in the hose or tubing. Using a pipe cleaner or wire, clear any blockages caused by dirt, insects, etc.
  - b. Check the connections between the tank, hoses or tubes, and the burner, to ensure that they have been connected properly and completely.
  - c. Check for gas leaks. Before using the gas grill, and especially after attaching the propane tank, apply soapy water to the hose and connections; any leaks will be made evident by the escaping bubbles. Never use a match or lighter to look for a gas leak! If you can smell gas, then there is a gas leak.
  - d. If the grill has a gas leak, do not use it. Contact a qualified technician for repairs before using the grill.
  - e. Test the spark igniter. Every time you activate the igniter, it should make a spark to create a flame and ignite the gas.
  - f. Do not attempt to repair the grill yourself. If the tank valves or connections are leaking, broken, or malfunctioning, do not attempt to repair them; contact a qualified technician or discard the unit.
  - g. Protect the gas tubes and hoses from hot surfaces, grease, and bumps.
  - h. Store propane gas cylinders safely: store them in an upright position; be sure that they are stored away from heat, spark, and flame; and secure them against access, theft, or tampering.
  - i. Do not store gas cylinders inside buildings or garages. If you store your gas grill indoors when it is not in use, disconnect the gas cylinder and leave it outside.
  - j. Do not store filled gas cylinders in a vehicle which might become hot. Heat will raise the pressure inside the tank, increasing the risk of leaks through the relief valve.
  - k. Keep flammable and combustible materials away from the grill and gas tanks.
8. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with grill, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with grill.
9. Resident shall deposit with Owner/Agent an additional security deposit of \$0.00
10. Owner/Agent does not require Resident to carry renter's insurance to cover damages caused by use and/or storage of the grill.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
_____	_____	_____	_____
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
_____	_____		
<i>Date</i>	<<LeaseeName4>>		

**LEAD WARNING INFORMATION**

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

The Residence was built prior to 1978. Housing built before 1978 may contain lead-based paint. Lead from lead-based paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

We have no knowledge of lead-based paint and/or lead-based paint hazards in the Residence or Property. There are no available reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Residence or Property. Your signature on this Agreement is your acknowledgment that you have been provided a copy of the pamphlet Protect Your Family From Lead In Your Home.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
_____	_____	_____	_____
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
_____	_____		
<i>Date</i>	<<LeaseeName4>>		

**PEST CONTROL NOTICE:**

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

California law requires that an Landlord of a residential dwelling unit provide each new Resident a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed.

The premises you are renting, or the common areas of the building are not covered by such a contract for regular pest control service

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____ <i>Date</i>	_____ <<TenantFirstLast>>	_____ <i>Date</i>	_____ <<LeaseeName1>>
_____ <i>Date</i>	_____ <<LeaseeName2>>	_____ <i>Date</i>	_____ <<LeaseeName3>>
_____ <i>Date</i>	_____ <<LeaseeName4>>		

**POLITICAL SIGNS**

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

California law allows residents to post “political signs”, subject to certain limitations. A “political sign” is one that relates to any of the following: a) an election or legislative vote, including an election of a candidate to public office. b) The initiative, referendum, or recall process. c) Issues that are before a public commission, public board, or elected local body for a vote. Resident may only post, display or install political signs:

- a. in the window or door of the premises leased by Resident in a multi-family dwelling or in the case of a single-family home, from the yard, window, door, balcony, or outside wall of the premises leased by the Resident that are no more than 6 square feet in size.
- b. without causing any damage to or alteration of the premises such as drilling holes; nailing into outside walls, door frames, windowsills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes. Resident is strictly liable for any damages or injury as a result of such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).
- c. that are not posted or displayed in violation of any local, state, or federal law; or in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6. Resident shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance
- d. in accordance with the following time limit: If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.

A breach of this provision by the Resident shall be deemed a material breach of this Agreement and grounds for termination of the Agreement by the Landlord.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
_____	_____	_____	_____
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
_____	_____		
<i>Date</i>	<<LeaseeName4>>		

## PROPOSITION 65 WARNING NOTICE

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

Pursuant to California Health & Safety Code 25249.5 and 25249.6, Landlord provides this warning notice to all tenants and adult occupants of the premises.

1. **Chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.**
  - a Lead-based Paint WARNING: Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - b Plastic and Vinyl Items – Di(2-ethylhexyl)phthalate WARNING: Plastic and vinyl items, such as flooring, miniblinds, wallpaper, cables and coatings on wires, on this property can expose you to di(2-ethylhexyl)phthalate which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - c Miniblinds containing Lead WARNING: Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - d Wood, Gas and Other Combustion Sources – Benzene and Carbon Monoxide WARNING: Fireplaces, firepits, grills and barbecues, gas stoves, gas heaters or other “fossil fuel” burning heaters or appliances [attached garages] on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm and to benzene, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - e Pesticide -Resmethrin WARNING: Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - f Swimming Pools/Spa – Chloroform from Chlorine WARNING: Chlorine used as a pool or spa disinfectant on this property can expose you to chloroform, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
  - g Secondhand Tobacco Smoke WARNING: Cigarettes and cigars smoked on this property can expose you to tobacco smoke which is known to the State of California to cause cancer and birth defects or other reproductive harm.

Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to: [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

2. **Chemicals known to the State of California to Cause Birth Defects or other Reproductive Harm.**
  - a Fungicides containing Myclobutanil WARNING: Fungicides used on this property can expose you myclobutanil, which is known to the State of California to cause birth defects or other reproductive harm.
  - b Fungicides containing Triforine WARNING: Fungicides used on this property can expose you triforine, which is known to the State of California to cause birth defects or other reproductive harm.

- c Pesticides containing Arsenic Trioxide WARNING: Pesticides used on this property can expose you to arsenic trioxide, which is known to the State of California to cause birth defects or other reproductive harm.

Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to: [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

3. **Chemicals known to the State of California to Cause Cancer**

- a Building Materials Building Materials – Formaldehyde WARNING: Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer.
- b Ceiling Ceiling Coatings and other Asbestos-Containing Materials WARNING: Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer.
- c Swimming Pools Swimming Pools - Bromoform from Bromine WARNING: Bromine used as a pool or spa disinfectant on this property can expose you to Bromoform, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
- d Herbicides containing Herbicides containing Glyphosate WARNING: Herbicides used on this property can expose you to Glyphosate, which is known to the State of California to cause cancer and birth defects or other reproductive harm.
- e Marijuana Smoke Marijuana Smoke WARNING: Marijuana cigarettes, joints or bongs used on this property can expose you to marijuana smoke which is known to the State of California to cause cancer. For additional information go to [www.P65Warnings.ca.gov/apartment](http://www.P65Warnings.ca.gov/apartment)The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to: [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
<i>Date</i>	<<LeaseeName4>>		

## SATELLITE DISHES

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

Resident agrees to comply with all of the following restrictions with respect to any satellite dish installed at the premises:

1. Size: A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals;
2. Location: A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Landlord is not required to provide alternate locations if allowable locations are not suitable;
3. Safety and Non-Interference: Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Landlord's telecommunication systems and may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle;
4. Outside Installation: If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing) or (3) any other method approved by Landlord. No other methods are allowed. Landlord may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
5. Signal Transmission from Outside Installation: If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Landlord;
6. Installation and Workmanship: For safety purposes, Resident must obtain Landlord's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment;
7. Maintenance: Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Landlord may temporarily remove any satellite dish or antenna if necessary, to make repairs to the building;

- 8. Removal and Damages: Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment;
- 9. When Resident may begin Installation: Resident may start installation of a satellite dish or antenna only after Resident has: provided Landlord with written evidence of the liability insurance required by this Agreement, if applicable and received Landlord's written approval of the installation materials and the person or company who will do the installation.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<i>Date</i>	<i>&lt;&lt;TenantFirstLast&gt;&gt;</i>	<i>Date</i>	<i>&lt;&lt;LeaseeName1&gt;&gt;</i>
<i>Date</i>	<i>&lt;&lt;LeaseeName2&gt;&gt;</i>	<i>Date</i>	<i>&lt;&lt;LeaseeName3&gt;&gt;</i>
<i>Date</i>	<i>&lt;&lt;LeaseeName4&gt;&gt;</i>		

**SPARE THE AIR ALERTS**

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

Many Air Districts have enacted "Spare the Air" programs, which prohibit certain activities, which may include burning wood, pellets, or manufactured fire logs when a "Spare the Air" Alert is issued. A map of California Air Districts, with links to local information is available at:

<http://www.arb.ca.gov/capcoa/dismap.htm>. Resident agrees that Landlord may provide Resident's name and address to the regional Air District for the purpose of notifications and enforcement of the Spare the Air program. Nothing herein is deemed to be authorization of or consent by Landlord to burn anything that is not authorized by this Agreement. Resident shall

1. obtain information about the restrictions specific to the District in which the premises are located.
2. ensure that Resident is aware of "Spare the Air" days
3. comply with all "Spare the Air" restrictions. (d) be responsible for any "Spare the Air" fines or other costs occasioned by "Spare the Air" violations on the premises while the Resident is in possession whether levied against Landlord or the Resident

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____	_____	_____	_____
<i>Date</i>	<<TenantFirstLast>>	<i>Date</i>	<<LeaseeName1>>
_____	_____	_____	_____
<i>Date</i>	<<LeaseeName2>>	<i>Date</i>	<<LeaseeName3>>
_____	_____		
<i>Date</i>	<<LeaseeName4>>		

## WATER CONSERVATION

This document is an Addendum and is part of the Lease Agreement dated <<Today>>.

The State Water Resources Control Board prohibits all Californians from: washing down driveways and sidewalks; watering of outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated. Many local water boards also have restrictions. Local information is available at: <http://droughtresponse.acwa.com/agencies>. Landlord may provide Resident's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions. Nothing herein is deemed to be authorization of or consent by Landlord to water usage not otherwise authorized by this Agreement. Resident shall ensure that he/she is aware of and complies with local and state water use water use restrictions and promptly pay any fines or other costs occasioned by water usage violations that attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises actions, including any fines or costs levied against the Landlord.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
<<TenantFirstLast>>

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
<<LeaseeName1>>

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
<<LeaseeName2>>

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
<<LeaseeName3>>

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
<<LeaseeName4>>

# CITY OF SAN JOSE

## APARTMENT RENT ORDINANCE

**Effective December 29, 2017 • Required Posting**

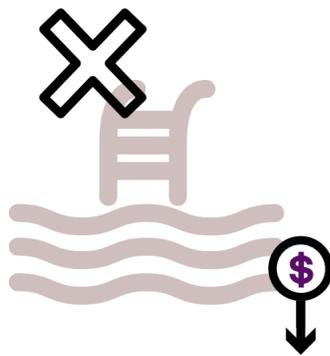
The City's Apartment Rent Ordinance (ARO) applies to your apartment, regulating allowed annual rent increases, fees and other items. The Landlord is also required to provide you with a City ARO summary or guidebook at initial rental. You can contact the Rent Stabilization Program at 408-975-4480 for more information or for the guidebook, or visit [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).



**BASE RENT CAN ONLY BE INCREASED BY 5% ANNUALLY.**

La renta solo puede aumentarse 5% al año.

Giá thuê chỉ có thể tăng 5% mỗi năm.



**RENT SHOULD BE ADJUSTED WHEN HOUSING SERVICES ARE REMOVED.**

La renta debe ajustarse cuando se eliminan los servicios de vivienda.

Tiền thuê phải điều chỉnh khi dịch vụ nhà cửa bị lấy đi.



**THERE ARE 12 JUST CAUSE REASONS A TENANT CAN BE EVICTED.**

Hay 12 razones justificadas por las cuales un inquilino puede ser desalojado.

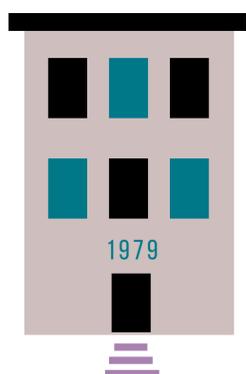
Người thuê nhà chỉ có thể bị trục xuất vì với 12 Lý Do Chính Đáng.

### ANUNCIO

La Ordenanza de alquiler de apartamentos (ARO) de la ciudad se aplica a su departamento, que regula los aumentos de alquileres anuales permitidos, las tarifas y otros artículos. El propietario también debe proporcionarle un resumen o guía de viaje de City ARO en el alquiler inicial. Puede comunicarse con el Programa de Estabilización de Rentas al 408-975-4480 para obtener más información o para la guía, o visite [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).

### THÔNG BÁO

Đạo Luật Thuê Chung Cư (ARO) áp dụng cho căn hộ quý vị. Đạo luật này điều chỉnh mức tăng tiền thuê hàng năm, chi phí, và những điều khác. Chủ Nhà cũng phải cung cấp cho quý vị bản tóm tắt hoặc sách hướng dẫn của ARO khi quý vị mới dọn vào trong căn hộ. Nếu có thắc mắc về quyền lợi của quý vị, xin vui lòng liên lạc văn phòng Chương Trình Ổn Định Tiền Thuê Nhà tại 408-975-4462 để có thêm thông tin hoặc yêu cầu sách hướng dẫn hoặc xem [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).



**Rent Stabilization Program  
City of San José Housing Department  
200 East Santa Clara St, 12th Floor  
San José, CA 95113 • 408-975-4480  
[www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) • [RSP@sanjoseca.gov](mailto:RSP@sanjoseca.gov)**

## Tenant Protection Ordinance

Effective January 18, 2019 • Required Posting

San José's Tenant Protection Ordinance applies to your apartment. Your landlord is required to post this notice of tenant rights in a common place in your building, or provide every tenant with a copy of this notice. You can contact the Housing Department at 408-975-4480 for more information or visit [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).

### "JUST CAUSE" PROTECTIONS



PROTECCIONES DE CAUSA JUSTA  
SỰ BẢO VỆ TỪ LÝ DO CHÍNH ĐÁNG  
正當迫遷的理由

**THERE ARE 13 ACCEPTABLE REASONS WHY A TENANT CAN BE EVICTED.**

Hay 13 causas justificadas por las cuales un inquilino puede ser desalojado.

Có 13 lý do chính đáng để yêu cầu người thuê nhà phải rời đi.

房東必須有「正當」理由才能採取迫遷行動，而這些正當迫遷理由有13個不同的情況。

1. Nonpayment of rent
2. Material or habitual violation of the lease
3. Damage to the apartment
4. Refusal to agree to similar or new rental agreement
5. Disorderly behavior or disturbing the peace
6. Refusing to grant access to the apartment when requested in accordance with law
7. Unapproved holdover subtenant
8. Criminal Activity
9. Substantial rehabilitation of the apartment
10. Removal of apartments from the rental market under the Ellis Act
11. Owner move-in
12. City code enforcement actions requiring a move-out
13. Conversion of an unpermitted apartment for permitted use

### IMMIGRATION STATUS



ESTADO DE INMIGRACIÓN  
TÌNH TRẠNG DI TRÚ  
移民身份

**RETALIATION, HARASSMENT, AND INTIMIDATION AGAINST TENANTS BASED ON THEIR IMMIGRATION STATUS IS PROHIBITED.**

Represalias, acoso y la intimidación contra los inquilinos basan en su estatus de inmigración está prohibido.

Nghiêm cấm sự trả thù, hiếp đáp, dọa dẫm người thuê nhà dựa trên tình trạng di trú của họ.

業主嚴禁因租客的移民身分對租客作出恐嚇、報復或騷擾。

**ANUNCIO (SPANISH):** La Ordenanza de Protección de Inquilinos de la Ciudad se aplica a su apartamento. Propietarios de apartamentos están obligados a publicar un aviso de los derechos del inquilino en un lugar común en el edificio, o proporcionar a cada inquilino con una copia de este aviso. Puede comunicarse con el Programa de Estabilización de Alquiler en 408-975-4480 para más información o para obtener la guía, o visitar [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).

**THÔNG BÁO (VIETNAMESE):** Đạo Luật Bảo Vệ Người Thuê Nhà của thành phố áp dụng cho căn hộ của quý vị. Chủ nhà phải đăng thông báo về quyền lợi của người thuê ở một không gian chung (nơi dễ nhìn thấy) trong tòa nhà, hoặc cung cấp cho mỗi người thuê một bản sao của thông báo này. Quý vị có thể liên lạc với Chương trình Ổn Định Giá Thuê theo số 408-975-4480 để biết thêm thông tin hoặc để yêu cầu một quyển sách hướng dẫn, hoặc truy cập [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent).

**注意 (CHINESE-TRADITIONAL):** 您的公寓是受聖何西市的“租客保護條例”保護的。您的房東必須在每棟公寓的公眾地方張貼租客權利通知，或把此通告提供給每位租客。您可以致電408-975-4480與市政府房屋租金穩定部聯繫，您亦可以參考此網頁[www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent)，以獲取更多租客權利的資料。

To learn more about your rights, contact the Housing Department at 408-975-4480.



# APARTMENT RENT ORDINANCE FACT SHEET

## ABOUT THE ORDINANCE

The Apartment Rent Ordinance (ARO) may be found in San José Municipal Code (SJMC) Chapter 17.23, Parts 1-9. The ARO covers most rental apartments built before September 7, 1979, limits rent increases to 5% once every 12 months, and allows landlords to receive a fair return. All ARO properties must post a City-approved notice indicating that the ARO applies to the units contained within the property and posted in a conspicuous location within each building that has one or more ARO units.

Covered Buildings Include (SJMC Section 17.23.167 (A)):	Buildings Not Covered Include:
<ul style="list-style-type: none"> <li>▪ Apartments, with three or more units, built or rented on or before September 7, 1979</li> <li>▪ Units with rent that is fully or partially paid for by a government subsidy (including Section 8), where the unit was built or rented on or before September 7, 1979</li> </ul>	<ul style="list-style-type: none"> <li>▪ Units built after September 7, 1979</li> <li>▪ Duplexes</li> <li>▪ Single-family Condominiums</li> <li>▪ Townhouses</li> <li>▪ Single-family homes</li> </ul>

The above is not a complete list of ARO covered and uncovered units. To see if your building is covered under the ARO, call 408-975-4480.

## ARO SUMMARY

The actual amount paid by the tenant at the commencement of tenancy is the “Initial Rent Rate.” Rent can be increased **ONLY** for the following reasons:

1. **Annual Allowable Rent Increase**  
A 5% annual increase is allowed under the ARO. A landlord may increase rent only once every 12 months provided that the tenant is given a written notice in accordance with Civil Code Section 827 (SJMC Section 17.23.310).
2. **Vacancy Decontrol**  
When a unit covered by the ARO is vacated as a result of a tenant voluntarily leaving or a for cause termination ( See FAQ on the City’s just cause eviction ordinance), the landlord may set the new initial rent for a new tenant at her/his discretion. (SJMC Section 17.23.300(A))
3. **Fair Return Rent Adjustment**  
The City may authorize a special fair return rent adjustment if the landlord demonstrates that their current year net operating income was lower than their base year net operating income adjusted for inflation. (SJMC Section 17.23.320(A))
4. **Specified Capital Improvement Adjustment (in addition to Rent)**  
The City may authorize a specific capital improvement pass through to tenants. A list of these improvements can be found in Appendix B of the Regulations. The improvement must have been completed within the 12 months prior to the petition being filed. These pass throughs are capped at 3% of rent. (SJMC Section 17.23.320(B))
5. **One-time Payments for New Additional Housing Services**  
A tenant may file a petition with their landlord for a one-time payment or increase in security deposit for providing a new service or a service that was expressly prohibited by a written rental agreement. (SJMC Section 17.23.320(C))
6. **Voucher Holders (Section 8)**  
Tenants with vouchers are covered by the ARO. However, rent increases are determined by program guidelines. (SJMC Section 17.23.310(D))

The ARO allows the Landlord to collect certain fees. The charges must be listed as a separate line item and are not rent:

Fees Allowed	Fees Not Allowed
<ul style="list-style-type: none"> <li>▪ <b>Replacement fees for key or security card:</b> Maximum charge is actual cost of replacement plus \$10. (SJMC Section 17.23.315(B)(1))</li> <li>▪ <b>Bounced check service fees:</b> Fee must comply with California Civil Code Section 1719(a)(1). (SJMC Section 17.23.315(B)(2))</li> <li>▪ <b>Late payment of rent fees:</b> No more than 5% of monthly rent. (SJMC Section 17.23.315(B)(3))</li> <li>▪ <b>Application screening fees:</b> Fee must comply with California Civil Code Section 1950.6(b). (SJMC Section 17.23.315(B)(4))</li> </ul>	<ul style="list-style-type: none"> <li>▪ Additional rent increase for tenant’s dependent child, foster child, spouse, domestic partner, parent, or minor in tenant’s care</li> <li>▪ Other monthly charges such as storage and/or pet rent.</li> </ul>



**Rent Stabilization Program**  
**City of San José Housing Department**  
**200 East Santa Clara St, 12th Floor, San José, CA 95113**  
**408-975-4480 • [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) • [RSP@sanjoseca.gov](mailto:RSP@sanjoseca.gov)**

## PETITION PROCESS

Landlords and Tenants may submit a petition to the Rent Stabilization Program office on the following grounds:

### Tenant (SJMC Section 17.23.350(A))

- **Improper Rent Increase or Improper Pass Through of a Charge**  
To allege a rent increase in violation of the ARO or to contest a fee or charge as an unauthorized or excessive pass-through.
- **Housing Service Reductions or Housing Code Violations**  
To request a reduction in Rent based on a reduction of Housing Services or a violation of the City's Housing Code.
- **Violation of ARO**  
To allege any other violation of the ARO.

### Landlord (SJMC Section 17.23.350(B), 17.23.315)

- **Fair Return**  
To request a rent increase in excess of the annual general increase to obtain a fair return.
- **Specified Capital Improvements**  
To request the ability to pass-through portion of the cost of a Specified Capital Improvement that is listed in Appendix B of the Regulations.

### Joint Petition (SJMC Section 17.23.350(C))

*Where a written lease expressly prohibits a desired service that is not considered a Basic Service Level as defined by the ARO Regulation Section 7.03.1, tenants may file a petition together with their Landlord requesting certain new or additional housing services. The landlord may request either a one-time fee, an increase in security deposit, or an increase in rent, depending on the type of new or additional Housing Service being requested. Below is a list of new or additional housing services and the corresponding fee:*

#### Requesting New or Additional Housing Services

- **Payment of a one-time fee:** Not to exceed 5% of the monthly rent or increased security deposit, in accordance with Civil Code Section 1950.5(ARO Regulations Section 10.01)
- **Increase rent up to 5% for Additional Tenant:** Increase does not apply where additional tenant is the Tenant's spouse, domestic partner, parent, dependent or foster child or minor child in Tenant's care. Such increases will terminate when additional occupant leaves. (ARO Regulations Section 10.02)
- **Parking space fee:** Fee cannot exceed \$50 a month (ARO Regulations Section 10.03)

## Rent Registry

The Rent Registry allows jurisdictions with rent-stabilization programs to collect data on rent-stabilized apartments, monitor changes in tenancy and rents, and track allowable rent increases.

- **Rent Registration:** The landlord shall, on an annual basis, complete and submit to the Director a registration for each Rent Stabilized Unit on a City Approved form, unless some other interval is specified by the City in the Apartment Rent Ordinance (SJMC Section 17.23.900(A)).
- **Failure to Register:** The landlord may not serve annual rent increases if they have not registered (SJMC Section 17.23.310(A) and may be subject to an administrative citation of \$500 per unregistered unit (SJMC Section 17.23.570(A)).

*Please note that this document is intended for informational purposes only, not legal advice. The fact sheet may be incomplete as it is a brief summary of the ARO. Please visit our website at [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) for the most up to date fact sheet and complete details of the ARO.*

# TENANT PROTECTION ORDINANCE FACT SHEET

## ABOUT THE ORDINANCE

The Tenant Protection Ordinance can be found in San José Municipal Code (SJMC) Chapter 17.23, Part 12, beginning with Section 17.23.1200. The Ordinance provides substantive requirements for evicting tenants for tenants living in certain “covered” apartments, as listed below. The Ordinance eliminates no-cause notices to vacate. Additionally, all terminations of tenancy must be based on at least one of the 13 just cause terminations listed in SJMC Section 17.23.1250(A) and described below. The Tenant Protection Ordinance went into effect June 16, 2017, and its protections are applied to all new and existing tenants.

## TYPES OF BUILDINGS THAT JUST CAUSE APPLIES TO

### Covered

- Rent Stabilized Units\*
- Rental Units in any Multiple Dwelling, except permitted hotels and motels
- Guest rooms in any Guesthouse
- Unpermitted Units\*\*

\* “Rent Stabilized Units” means Rental Units that are subject to rent stabilization under the City’s Apartment Rent Ordinance, which includes units in any Multiple Dwelling building and guesthouses built on or prior to September 7, 1979.

\*\* “Unpermitted dwellings” means a structure or parts of a structure that are being rented as a home, residence, or sleeping place, where the use is not authorized, permitted, or otherwise approved by the City.

## JUST CAUSE TERMINATIONS

All notices of terminations must be submitted to the Rent Stabilization Program online at [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent). Landlords must submit copies of any notices of termination to the City, including: 3-day notices, 30-60-90 day notices, and Summons & Complaints. With just cause protections, all notices of termination must be based on one of the reasons outlined in the Tenant Protection Ordinance (San José Municipal Code Section 17.23.1250):

### Just Cause Terminations

*Causes based on actions or inactions of the tenant*

#### 1. Nonpayment of Rent

Failure to pay Rent in accordance with the rental agreement.

#### 2. Material or Habitual Violation of the Tenancy

After a written notice to a tenant to cure a material violation of the lease, the tenant fails to cure such violation within a reasonable time after receiving notice; or, the tenant commits habitual violations of the rental agreement.

Certain violations can never be considered a material or habitual violation of the lease: 1) an obligation to surrender possession; 2) an obligation to limit occupancy when the additional tenant is: a) dependent/foster child; b) minor in tenant’s care; c) spouse; d) domestic partner; e) parent; so long as the total number of adult Tenants in the unit does not exceed the greater of either the maximum number of individuals authorize in the rental agreement or two adults per bedroom.

#### 3. Substantial Damage to the Apartment

The tenant, after written notice to cease and a reasonable time to cure, causes substantial damage beyond normal wear and tear to the Rental Unit, common area, or rental complex, and refuses, after written notice, to pay the reasonable costs of repairing such damage and to cease engaging in the conduct identified in the notice.

#### 4. Refusal to Agree to a Like or New Rental Agreement

The tenant refuses to agree to a new substantially identical rental agreement after the expiration of the prior rental agreement.

#### 5. Nuisance Behavior

After receiving a written notice to cease, the tenant continues to cause nuisance (including a violation of state or federal law) that destroys the peace or safety of the landlord or other tenants.

#### 6. Refusing Access to the Apartment

After receiving a written notice to cease and being given a reasonable time to fix the issue identified in the notice to cease, tenant continues to refuse the landlord reasonable access to the apartment, provided the landlord is complying with California Civil Code 1954

#### 7. Unapproved Holdover Subtenant

The subtenant who was not approved by the landlord and is holding over at the end of the term of rental agreement.

#### 8. Criminal Activity (Effective June 15, 2018)

Landlord may evict a Tenant Household if, after notice to remove, they fail to remove a Tenant and amend the lease (where necessary) within a reasonable time, by either: 1) filing a restraining order or providing evidence to the Landlord of similar steps being taken to remove the Violating Tenant; 2) removing the Violating Tenant from the household and providing written notice to the landlord that the Violating Tenant has been removed. A Violating Tenant shall mean an adult Tenant indicted by a grand jury or "held to answer" for a serious or violent felony, as defined under Penal Code Section 1192.7, committed during tenancy and within 1,000 feet of the premises. The past criminal history of a tenant prior to the tenancy is not a basis for eviction.



**Rent Stabilization Program**

**City of San José Housing Department**

**200 East Santa Clara St, 12th Floor, San José, CA 95113**

**408-975-4480 • [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) • [RSP@sanjoseca.gov](mailto:RSP@sanjoseca.gov)**

V5/31/2018

## No-Fault Just Cause Terminations

Relocation benefits must be paid when a tenant is being removed from an apartment for reasons 9-13 and also provide tenants a right to return to the unit in certain circumstances.

### 9. Substantial Rehabilitation of the Apartment

The landlord wishes to make substantial repairs to the building with the following circumstances:

- Landlord has permits.
- The repairs are necessary to bring the property into compliance with applicable laws affecting the health and safety of the tenants of the building.
- Cost of repairs is more than the amount that is equal to ten times the amount of monthly rent times the number of rental units work is performed on. For example, if monthly rent is \$1,000 and there are five rental units work has been performed on, the total cost of repairs must exceed \$50,000.
- Repairs will render the unit uninhabitable for a period exceeding 30 days.
- Landlord gives tenant advance notice that tenant may return to the apartment after repairs are completed and pay the same rent charged prior to the tenant vacating the unit or, if requested by the tenant, landlord must offer, if available, a comparable apartment at comparable rent.

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Base Relocation Assistance	\$6,925	\$8,400	\$10,353	\$12,414

### 10. Ellis Act Removal

Landlord removes the building permanently from the residential rental market under the Ellis Act. The required relocation assistance to the tenant household under the Ellis Act includes one or more of the following based on bedroom size:

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Base Relocation Assistance	\$6,925	\$8,400	\$10,353	\$12,414
Qualified Assistance Levels	\$2,770	\$3,360	\$ 4,141	\$ 4,966
Special Assistance	\$1,200	\$1,400	\$ 1,700	\$ 2,000

### 11. Owner Move-in

The owner wants to recover possession so that the owner or an authorized family member of the owner, including the spouse, domestic partner, parent(s), child or children, brother(s), sister(s), can move into the recovered apartment. However, the owner or authorized family member must live in the unit for at least 36 consecutive months starting within three months of vacancy. If the Rental Unit is for the Owner's family member, then the unit must be located in the same building as the Owner's principal resident and no other unit in the building is vacant. Please see required relocation assistance chart in #9.

### 12. Order to Vacate

Landlord wants to recover possession to comply with a court or governmental agency's order to vacate, order to comply, order to abate, or any other City enforcement action necessitating the vacating of the building which rental unit is located as the result of a violation of SJ Municipal Code or other provision of law. The required relocation assistance to the tenant household will include the cost of temporary housing, transportation costs, provision of furnishings if needed in the temporary housing, and storage of the tenant's belongings, until the tenant returns to apartment. Please see required relocation assistance chart in #9.

### 13. Vacation of Unpermitted Apartment

Landlord wants to end the unpermitted use. Please see required relocation assistance chart in #9.

## ANTI-RETALIATION INCLUDING IMMIGRATION STATUS

Landlords may not disclose or threaten to disclose tenants' immigration or citizenship status to authorities for the intent of retaliation (Effective June 15, 2018). A landlord may not:

- Threaten to bring an action to recover possession,
- Cause the tenant to quit the rental unit involuntarily,
- Serve any notice to quit or Notice of Termination,
- Reduce any housing services,
- Report or threaten to report the tenant, tenant household, or individuals the landlord knows to be associated with the tenant to the immigration authorities,
- Increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights.

Please note that this document is intended for informational purposes only, not legal advice. The fact sheet may be incomplete as it is a brief summary of the Tenant Protection Ordinance. Please visit our website at [www.sanjoseca.gov/rent](http://www.sanjoseca.gov/rent) for the most up to date fact sheet and complete details of the Tenant Protection Ordinance.