

Lease Agreement Checklist

A lease agreement checklist is a detailed document that outlines the essential elements, like rent terms, maintenance responsibilities, security deposits, and tenant rights. It serves as a guide to ensure that all critical aspects of a rental agreement are addressed and comply with legal requirements, helping both landlords and tenants avoid future conflicts or misunderstandings.

Rent Terms

- ☐ Specify rent amount, due date, and payment methods.
- ☐ Clarify late fees or penalties for missed payments.
- ☐ Detail any rent increases, including notice periods and permissible amounts.
- ☐ State whether utilities are included in the rent or billed separately.

Lease Duration

- ☐ Review recent pay stubs or W-2 forms for accuracy.
- ☐ Request bank statements showing regular deposits.
- ☐ Clarify the notice period required to end or renew the lease
- ☐ Include terms for lease termination, whether for cause or without cause.

Security Deposit

- ☐ Specify the maximum deposit amount allowed
- ☐ Clarify the conditions under which the deposit will be returned
- ☐ Outline any deductions that can be made from the deposit
- ☐ State whether interest will be paid on the deposit
- ☐ Mention how the deposit will be transferred in the case of property sale.

Landlord's Responsibilities

- ☐ Maintain the property in a habitable condition, addressing plumbing, heating, and electrical issues.
- ☐ Handle major repairs like roof leaks or structural damage.
- ☐ Ensure the property complies with local health and safety standards.
- ☐ Address pest infestations (unless otherwise agreed in the lease).

Tenant's Responsibilities

- ☐ Keep the property clean and well-maintained to prevent damage.
- ☐ Report maintenance issues promptly to the landlord.
- ☐ Take care of minor repairs such as replacing light bulbs or changing smoke detector batteries.

- ☐ Maintain the yard (if applicable) and follow any landscaping rules.

Shared Maintenance Responsibilities

- ☐ Clarify responsibilities for maintaining common areas
- ☐ Specify any additional cleaning fees for shared spaces.
- ☐ Determine who is responsible for snow removal, lawn care, etc.

Tenant Rights

- ☐ Right to a habitable living space
- ☐ Protection from unlawful eviction, including limitations on evictions without cause.
- ☐ Right to privacy, including reasonable notice before the landlord enters the unit.
- ☐ Protection against discrimination and retaliation under California law.

Tenant Obligations

- ☐ Pay rent on time and in full, following the agreed-upon method.
- ☐ Maintain the property in good condition, preventing damage beyond normal wear and tear.
- ☐ Not engage in illegal activities on the property.
- ☐ Follow pet policies, subletting rules, and other property guidelines.

Tenant's Right to Repair and Deduct

- ☐ Clarify the tenant's right to request repairs and deduct rent if repairs are not made in a timely manner.
- ☐ Specify conditions under which the tenant may use this right.
- ☐ State how and when the tenant can submit a repair request.

Property Maintenance

- ☐ Maintain the property in habitable condition, fixing structural problems and addressing health and safety issues.
- ☐ Ensure the property meets all local building codes and tenant protection laws.
- ☐ Provide necessary repairs to plumbing, electrical systems, and HVAC systems.

Timely Repairs

- ☐ Respond to repair requests promptly, particularly for issues affecting habitability.
- ☐ Make repairs within a reasonable timeframe, typically within 30 days of notice.

Landlord's Right to Entry

- ☐ Clearly outline the situations where the landlord may enter the property
- ☐ Specify the required notice period before non-emergency entry

- ☐ Include a clause stating that the original tenant is still responsible for the lease terms, even if subletting.

Compliance with Laws

- ☐ Ensure the property is free from health or safety violations and complies with California's habitability standards.
- ☐ Abide by the California Tenant Protection Act, including limits on rent increases and eviction protections.

Lease Renewal

- ☐ Specify whether the lease will automatically renew or if both parties must agree to a renewal.
- ☐ Include the process for renewing the lease, including notice periods and potential changes in rent.
- ☐ Specify how tenants or landlords can opt out of renewal

Termination Terms

- ☐ Clearly define the notice period required for terminating the lease
- ☐ Outline conditions for lease termination, including breach of terms or failure to pay rent.
- ☐ Include information on how and when the lease may end

Early Termination Clauses

- ☐ Include provisions for early termination, such as tenant job relocation or family emergency.
- ☐ Specify any penalties or conditions for early termination

Grounds for Eviction

- ☐ Outline valid reasons for eviction under California law
- ☐ Specify the process for eviction notices and the timeline for response.

Eviction Process

- ☐ Define the formal eviction procedure, including notices required and legal steps.
- ☐ Specify any actions that the tenant can take to remedy the situation
- ☐ Clarify any costs or legal fees associated with eviction.

Just Cause Eviction

- ☐ Specify that eviction may only occur for just cause after 12 months of tenancy, as required by California law.
- ☐ Include a list of acceptable reasons for eviction, such as failure to pay rent, violating lease terms, or causing substantial damage.

Pet Allowances

- ☐ Specify whether pets are allowed in the rental property.
- ☐ Define any restrictions on types of pets
- ☐ Outline any pet deposit or additional monthly pet rent requirements.

Tenant Responsibilities for Pets

- ☐ Ensure that tenants keep their pets under control and are responsible for any damage caused by pets.
- ☐ Require tenants to clean up after pets and maintain the cleanliness of the property.
- ☐ Include rules for pet behavior, such as noise limitations or leash requirements.

Service and Emotional Support Animals

- ☐ Ensure compliance with federal law, which requires landlords to allow service and emotional support animals, even in no-pet properties.
- ☐ Define what qualifies as a service animal and any necessary documentation.

Subletting Permission

- ☐ Specify whether subletting is permitted and under what conditions.

- ☐ Include a clause stating that the original tenant is still responsible for the lease terms, even if subletting.

Subtenant Requirements

- ☐ Outline the process for screening potential subtenants, including background checks or application forms.
- ☐ Define any restrictions on the subtenant's use of the property.

Liability for Subletting

- ☐ Specify whether the lease will automatically renew or if both parties must agree to a renewal.
- ☐ Include the process for renewing the lease, including notice periods and potential changes in rent.
- ☐ Specify how tenants or landlords can opt out of renewal

Tenant's Insurance

- ☐ Specify whether tenants are required to obtain renters' insurance.
- ☐ Include the required coverage amounts for personal property, liability, and potential damages.

Landlord's Insurance

- ☐ Ensure the landlord has appropriate property insurance to cover major damages.
- ☐ Clarify that landlord insurance does not cover tenant's personal belongings.

Landlord Entry

- ☐ Define acceptable reasons for landlord entry, such as repairs, inspections, or to show the property.
- ☐ Specify the required notice period (typically 24 hours) before entry.

Emergency Access

- ☐ Clarify situations where the landlord may enter the unit without notice

Tenant Privacy

- ☐ Ensure the tenant's right to privacy is respected, and entry is not excessive or unreasonable.