

# RESIDENTIAL LEASE AGREEMENT

This RESIDENTIAL LEASE AGREEMENT, entered at Los Angeles, California, by and between:

**Trojan Terrace Apartments** herein called "Owner", for the premises designated above, and **Syed Hasan** herein called "Resident". Owner hereby leases to Resident and Resident leases from Owner those Premises described as Unit #115, located at **2632 Ellendale Place Los Angeles CA 90007**. The Term of this Lease shall be 4 months commencing the **02/01/2021** and terminating the **05/31/2021**. Resident shall pay to Owner the rental of **\$ 1,175.00** per month in advance of or on the first day of each month until the total rental for the full term of this Lease is fully paid.

## **FURTHER, Resident AGREES THAT:**

**1. USE OF PREMISES:** Said Premises shall not be used for any commercial enterprises and shall be occupied for residential purposes only by the following named person(s) only:

**Syed Hasan**

The Premises shall not be occupied by any person other than the person or persons designated above. Additional occupancy by visitation shall be limited to (7) seven consecutive days per guest and limited to not more than (1) one guest per bedroom of the Premises at any one time.

**2. SECURITY DEPOSIT:** Resident shall deposit with Owner a Security Deposit the amount of **\$0.00**. Owner shall hold the Security Deposit to secure Resident's faithful compliance with all the terms and conditions of this agreement and Owner's rules and regulations. The Security Deposit shall not be deemed rent for any rental month nor shall it constitute a limit of Owner's damages in the event of any default by Resident. Owner may at any time use as part or all of the Security Deposit to remedy Resident's default in the payment of rent or to repair damages caused by Resident or Resident's guests, including damage to common areas or parking areas. If any part of the Security Deposit is utilized during the term of tenancy, Resident agrees to reinstate the Security Deposit as required by Owner upon five (5) days written notice. Upon termination of the tenancy, Owner may withhold from the Security Deposit any reasonable amount to repair the Premises, its appurtenances and furnishings, to adequately clean premises, and to compensate Owner for any physical damages to Premises, unpaid rent or liquidated damages. If the Security Deposit is insufficient for such purpose, Resident shall pay to Owner upon demand an amount equal to such deficiency or Owner may proceed in any manner provided by law to collect the amount of deficiency from Resident. Within 21 days of the Resident vacating the Premises, Owner shall furnish Resident a written statement indicating any amounts deducted from the security deposit and returning the balance to the Resident. If Resident fails to furnish a forwarding address to Owner, then Owner shall send statement and any security deposit refund to the leased Premises. Resident's acceptance of a refund of all or a portion of the Security Deposit shall constitute a full and final release of Owner from any and all claims of Resident of any nature whatsoever.

**3. NO SUBLET:** Resident shall not assign or sublet said Premises nor any part thereof without Owner's prior written consent. A request for assignment or sublet must be made on Owner's form and include such information as Owner may reasonably request and payment of a non-refundable assignment request fee, as specified on the Owner's form. Other conditions of assignment required are contained in Owner's form. Sublet or assignment may or may not be approved at Owner's sole discretion.

**4. LATE CHARGES:** Resident will pay the rent due in advance of or on the first (1<sup>st</sup>) day of each month. Should Resident fail to pay all rent due in full by 5:00 PM on the third (3<sup>rd</sup>) day of the month, Resident agrees to pay a late charge of fifty (50) dollars. The late charge is deemed to be additional rent due under this Agreement for the rental month in which the late charge is incurred and not as a penalty. The late charge is to be considered as liquidated damages because Owner's damages (extra bookkeeping, billing, collections and banking) are extremely difficult or impracticable to compute.

**5. DISHONORED CHECKS:** Should Resident tender to Owner a check which for any reason is not paid by the bank upon which it is drawn, Resident shall immediately pay to Owner the amount described in paragraph 4 above as dishonored check charge. Dishonored check reimbursement by Resident shall be tendered in the form of a money order or cashier's check only. Any Resident who submits a check which is dishonored may be required at Owner's option to make all future payment by cashier's check or money order.

**6. PARKING:** In the event Resident is granted a license to use a parking space in the designated parking area(s) of Owner's real property, Resident shall pay **\$0.00** monthly as additional rent for each rental month during which Resident has been granted a license to use such parking space. Resident agrees to park in assigned space only and shall not use such parking space or any other common area on the Premises to make vehicle repairs, oil changes, paint, or to wash any vehicle. Resident shall use such rented space exclusively to park the assigned vehicle. Resident is responsible for oil leaks and other vehicle discharges for which Resident shall be charged for cleaning if deemed necessary by Owner. Parking spaces must be used by operating, currently licensed vehicles only. Vehicles in violation of the parking requirements may be removed by the Owner without notice. Owner retains the right to revoke the license to use or refuse use of parking facilities to anyone at any time, and the right to assign or reassign parking spaces in its sole discretion. Resident must provide a valid vehicle license number for the vehicle for which resident is granted the license to use a parking space. Failure to provide a valid vehicle license number constitutes an automatic revocation of the license to use the parking space.

**7. DEFAULT:** Failure by Resident to pay rent and other charges when due or to comply with any and all of the terms and conditions of this Lease and of Owner's rules and regulations shall be deemed a default by Resident. Upon the expiration of three (3) days following Owner's service of written notice upon Resident demanding that Resident pay rent or quit or cure default or quit pursuant to C.C.P. Sec. 1161 and 1162, this Agreement shall, at Owner's option, be terminated providing Resident has failed to comply with Owner's demand.

Upon termination as a result of default by Resident, Owner shall have and Resident expressly grants to Owner, the right to enter and take possession of the Premises, exclude Resident there from, and store for 30 days, then sell Resident's surrendered personal property located therein.

**8. WAIVER OF BREACH AND PARTIAL INVALIDITY:** The waiver by Owner of any breach or Owner's failure to require Resident's strict compliance with the terms and conditions of this Agreement or to exercise any right provided herein shall not be deemed to be a continuing waiver or waiver of any subsequent breach. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of the Agreement.

**9. UTILITIES:** Resident shall be responsible for payment of all costs of all utilities and/or services supplied to the Premises, excluding water and trash removal, beginning on Resident's commencement of tenancy and ending on Resident's termination of tenancy. Should Resident fail to properly arrange personal responsibility for payment of utilities and/or services as referenced above, Owner retains the right to have such utilities and/or services terminated, and Resident agrees that Owner may exercise such right without notice. Additionally, Resident shall pay to Owner all costs incurred by Owner as a result of Resident's failure to adequately pay for utilities and/or services referenced above. Resident agrees not to use any utility or service supplied to the Premises by the Owner in a wasteful or uncontrolled manner.

**10. PLUMBING STOPPAGES:** Resident shall be responsible for the clearance of all drain stoppages in all sinks, toilets, shower stalls and bathtubs located within the Premises. Resident shall also be responsible for repair or replacement of the garbage disposal where the cause has been the result of bones, grease, pits, or any other item which normally causes blockage of the mechanism. Only plumbing contractors who are (a) licensed by the State of California for plumbing work and (b) approved by the Owner shall be qualified to clear stoppages. Resident's responsibility to clear stoppages includes direct payment to any qualified plumbing contractor. Owner shall be responsible for the clearance of main line drain stoppages only.

**11. PETS:** Resident shall not keep or permit to be kept in or about Premises any dog, cat, bird or animal of any kind without prior written approval.

**12. NO SMOKING:** No smoking of any substance is allowed in the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Resident is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Resident is in breach of this Agreement; (iii) Resident, guests, and all others may be required to leave the Premises; and (iv) Resident acknowledges that in order to remove odor caused by smoking, Owner may need to replace carpet and drapes and paint the entire Premises regardless of when these items were last cleaned and replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

**13. DUTY TO MAINTAIN PREMISES:**

- A. Resident shall keep Premises in clean and sanitary condition; dispose of all rubbish, garbage and waste in a clean and sanitary manner; properly use all electrical, gas and plumbing fixtures; not deface, damage or remove any part of the structure of the Premises or its appurtenances or allow any other person to do so. Resident shall not keep any item or permit any acts to be done on the Premises which would cause an increase in Owner's insurance rate, endanger the Premises, or violate any law or governmental ordinance.
- B. Resident will not add or change any lock, locking device, bolt or latch, or install any aerial, satellite dish, lighting fixture, or other equipment of any kind which requires the use of fastening devices such as screws, bolts or nails anywhere in or about the Premises. Additionally, Resident will not allow or cause to be made any alterations, repairs, decorations, or additions to the Premises. Decorations include floor covering, painting, wall papering, or adhesive poster or walls.
- C. Resident shall be responsible for the removal from the Premises of any discarded item of size or nature not acceptable to Owner's contracted rubbish hauler, including but not limited to, furniture, appliances, and Christmas trees.
- D. Resident shall immediately notify Owner should any plumbing, electrical, mechanical or other equipment or part of the Premises become damaged, faulty or in disrepair.
- E. Resident agrees to pay for all minor repairs.
- F. The Premises is equipped with properly functioning smoke detectors and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detector(s) in the dwelling unit at least once each month for proper function and to notify Owner immediately of any problems or defects. Resident agrees not to interfere with their normal function or disable any detectors in any manner. Resident is required to replace the smoke and carbon monoxide detector(s) if necessary and notify the Owner.

**14. COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Resident shall comply with all rules and regulations as adopted from time to time by Owner. Resident shall not:

- A. Violate any law, statute or ordinance of the applicable city, county, state or federal government, or permit the commission or any such violation in or about the Premises.
- B. Commit or permit the commission of any waste or nuisance nor in any way annoy or molest any other residents or occupants.

- C. Conduct himself, and/or allow other persons on the Premises with his consent, to conduct themselves in a manner which unreasonably disturbs neighbors or constitutes a breach of the peace.
- D. Allow persons whose names do not appear as tenants in this Agreement to reside in the unit, except as provided in paragraph 1 above.
- E. Use or permit the Premises to be used for any unlawful purposes whatsoever.
- F. **Engage in or permit any family members, occupants, guests or visitors to commit any violation of the law including manufacture, storage, possession, use, or sale of narcotics, drugs or other controlled substances or on adjacent to the premises.** Conviction of a Resident for illegal drug activity on or adjacent to the Premises during the tenancy shall be a per se violation of this covenant. Violation of this covenant may also be shown by the arrest of a Resident on or adjacent to the Premises for illegal drug activity, or by the observations of Owner and/or by other tenants and/or the police, which may establish that Resident is involved in illegal drug activities. **A breach of this covenant shall be non-curable and will subject Resident to eviction upon receipt of lawful notice.**
- G. Allow unsupervised minors to remain outside the unit on the Premises or in the common areas during the hours of lawful curfew (10:00 p.m. to sunrise).
- H. Commit or permit to exist a nuisance or otherwise unreasonably interfere with the comfort, safety or quiet enjoyment of any other residents. The term "nuisance" includes, but is not limited to, an activity that results in complaints of noise from any source (including T.V., stereo, radio or musical instruments), repeated foot traffic to and from the unit door, use of barricades or fortification, loitering of Resident's visitors outside the unit, in stairways of common areas, the sighting of weapons in the possession of Resident or visitors outside the unit, a valid police raid upon the unit or repeated police response to the unit, or the marking by Resident or Resident's visitors of any surface with spray paint or marking pen.

**15. RIGHT OF ENTRY AND INSPECTION:** Owner or Owner's Agents by themselves or with others, may enter, inspect and/or repair the Premises at any time in case of emergency or suspected abandonment. Owner shall give 24 hours advance notice and may enter for the purpose of showing the Premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. Owner is permitted to make all alterations, repairs and maintenance that in Owner's judgement is necessary to perform. In addition, Owner has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that Resident temporarily vacate the unit, then Resident shall vacate for this temporary period upon being served with written notice by Owner. Resident agrees that in such event, Resident will be solely compensated by a corresponding reduction in rent for those many days that Resident was temporarily displaced. No other compensation shall be offered to the Resident. Pursuant to paragraph 20B, Resident to obtain Renter's Insurance to cover any relocation costs. If the work to be performed requires the cooperation of the Resident to perform certain tasks, then Resident shall perform those tasks upon receiving 24 hours written notice by Owner. (Example: removing food items from cabinets so that unit may be sprayed for pests or following written instructions of a pest control company).

**16. ROOF ACCESS AND STORAGE AREAS:** Resident shall not enter upon any portion of the roof of the premises or any portion of any roof in or about the real property where the Premises are located. Resident shall not enter any storage room, boiler room or other equipment room in or about Owner's real property unless such room is designated by Owner for resident use.

**17. CONDITION OF PREMISES:** Resident has, at the execution of this Lease, examined the Premises in its entirety (including but not limited to furnishings, fixtures, appliances, equipment, carpets, drapes, linoleum, windows, doors, plumbing facilities, telephone and television connections, hot and cold water supply, walls, ceilings and all other appurtenances) and accepts same "as is" and acknowledges that same are in good, clean and sanitary condition and repair. Resident shall care for the Premises, its contents and appurtenances for the duration of the tenancy, and upon termination of the tenancy, Resident shall return the Premises to Owner in as good condition and repair as when received, reasonable wear and tear excepted. Tears, burns, markings or holes of any kind in carpeting, drapes, furniture, walls or ceiling do not constitute reasonable wear and tear.

**18. NOTICE OF TERMINATION/CHANGE OF TERMS:** Upon expiration of the fixed term of this Lease as set forth above, tenancy may be terminated upon the expiration of 30 days following the service of written notice by Resident upon Owner or by Owner upon Resident; however, if resident has resided in the premises for more than 365 continuously, Owner will give a minimum of 60 days written notice to terminate tenancy. Resident shall be held liable for rent payments and compliance with all terms and conditions of this Lease agreement for a full 30 days beyond the service of this notice upon Owner of Resident's intent to vacate. Terms and conditions of this Lease agreement may be changed by Owner unless otherwise provided under California law.

**19. HOLDOVER:** Owner may elect upon termination of this Lease to continue the tenancy of Resident month to month, and all provisions and conditions of this Agreement shall continue in effect under such month to month tenancy.

**20A. OWNER NON-RESPONSIBILITY:** Owner shall not be liable to Resident nor to insure Resident for any personal injury, property damage, other damages or any inconvenience suffered by Resident as a result of the acts of any other person or animal, any criminal act or activity, war, riot, strike, insurrection, orders of public authorities, fire, flood, act of God, or any other cause beyond Owner's control. No right of storage is granted to Resident by this agreement. Owner shall not be liable for vehicles or their contents which are damaged at or stolen from Owner's real property where Premises are located. Owner shall not be liable for any damage or loss caused by or resulting from the use of the Premises, structure, gates, parking areas, security system, facilities, storage lockers, or pool by

Resident. Owner shall not be liable for damage to Resident or to any Resident's personal property as a result of plumbing, rain, water, sewage, gas, steam or other pipe leaks, or the seepage, bursting, leaking or running of any pipe, tank, wash stand, water closet, waste pipe, roof, skylight, vent, duct, bathtub or shower in, above, under or about the Premises. Owner makes no warranty, express or implied, as to the effectiveness, continued operation or current operational status of any security system or lock provided by Owner.

**20B. INSURANCE:** Resident must maintain Renter's Insurance to cover any losses sustained to Resident's personal property, vehicle, or expenses relating to the necessity to relocate or any other losses. This does not waive Owner's duty to prevent personal injury or property damage where that duty is imposed by law, however, Resident's failure to maintain said policy shall be a complete waiver of Resident's rights to seek damages against Owner for above stated losses.

**21. ATTORNEY'S FEES:** In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the Premises, the prevailing party shall recover from the other party reasonable attorney fees not to exceed \$500. The sum of the \$500 shall not be exceeded regardless of additional fees incurred prior to or subsequent to being declared a prevailing party. It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their right to have any matter settled by a jury trial.

**22. DESIGNATION OF PARTIES:** The term "Owner" as used in this agreement includes owner(s) of the real property and resident managers, agents and employees of the Owner(s) of the real property. The term "Resident" as used in this agreement includes those persons designated as such regardless of number or gender.

**23. JOINT AND SEVERAL RESPONSIBILITY:** Each Resident of the Premises rented pursuant to this Agreement shall have joint and several liability for all terms and conditions herein including, but not limited to, the payment of rent.

**24. MEGAN'S LAW DATABASE DISCLOSURE:** PURSUANT TO SECTION 290.46 OF THE PENAL CODE, information about specified registered sex offenders is made available to the public via an Internet Website 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. Your signature below certifies you read and understand this Notice.

**25. ABANDONMENT:** It shall be deemed a reasonable belief by the Owner that an abandonment of the Premises has occurred where the, within the meaning of Civil Code Section 1951.2, where rent has been unpaid for 14 consecutive days and the Resident has been absent from unit for 14 consecutive days. In that event, Owner may serve written notice pursuant to Civil Code Section 1951.2. Resident's failure to respond to said notice in 18 day shall allow Owner to reclaim the Premises.

**26. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

#### OWNER/AGENT DISCLOSURE (Initial)

Owner's initials (below) mean Owner has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and Owner has no reports or records pertaining to lead-based paint and /or lead-based paint hazards in or on the Premises, and Renter's initial (below) indicate that Renter has received a copy of a "Protect Your Family from Lead in Your Home", and that Renter shall notify Owner promptly in writing of any deteriorating and/or peeling paint.

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Renter's Initials

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Owner's Initials

**27. MOLD:** The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the Premises in a manner that prevents the occurrence of an infestation of mold in the Premises. Resident also agrees to immediately report to the Owner/Agent any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

**28. NOTICES:** All notices to the Resident shall be deemed served upon mailing by first class mail, addressed to the Resident, at the subject Premises or upon personal delivery to the Premises whether or not Resident is actually present at the time of said delivery. All notices to Owner/Authorized Person shall be served by first class mailing or personal service effected upon any of the following:

Susan Zolla, General Partner's Representative  
2525 Ocean Park Blvd., Ste. #216  
Santa Monica, CA 90405  
Phone: (424) 226-9525  
Fax: (310) 399-7303  
[Susan@horizonbuildings.com](mailto:Susan@horizonbuildings.com)

Helen Plopino, Property Manager  
2525 Ocean Park Blvd., Ste. #216  
Santa Monica, CA 90405  
Phone: (424) 226-9522  
Fax: (310) 399-7303  
[Helen@horizonbuildings.com](mailto:Helen@horizonbuildings.com)

**29. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Resident shall: (i) give Owner all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Owner, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Owner in the same condition as referenced in paragraph 16; (v) remove all debris; (vi) give written notice to Owner of Resident's forwarding address.

B. All alterations/improvements made by or caused to be made by Resident, with or without Owner's consent, become the property of Owner upon termination. Owner may charge Resident for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy, or before the end of a lease, Resident has the right to request that an inspection of the Premises take place prior to termination of the lease or rental. If Resident requests such an inspection, Resident shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of the Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Resident's expense. Repairs may be performed by Resident or through others, who have adequate insurance and licenses and are approved by the Owner. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Resident shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Resident and the date of such Repairs; and (c) provide copies of receipts and statements to Owner prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure 1161(2), (3), or (4).

**30. ENTIRE AGREEMENT:** The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Resident represents that Resident has relied solely on Resident's judgement in entering into this agreement. Resident acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. Resident acknowledges that Resident has read and understood this agreement and have been furnished a duplicate original.

**IN WITNESS WHEREOF**, the parties have executed this Residential Lease Agreement on the following date:

**RESIDENTS**

**MANAGER**

*Syed Hasan*

Sign	Date	Sign	Date
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Sign	Date
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Sign	Date
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Sign	Date
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Sign	Date
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Addendum(s) incorporated with this Residential Lease Agreement are below.