

# Month-to-Month Residential Rental Agreement

## **Clause 1. Identification of Landlord and Tenant**

This Agreement is entered into between Tyler Paschal (Tenant) and CATHERINE O'BRIEN (Landlord). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

## **Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at #!% ANNA MARIA DR, ALTADENA CA (the premises), together with the following furnishings and appliances:

BED, DRESSER AND LINENS.

Rental of the premises also includes

ACCESS TO COMMON AREAS OF THE HOME, LAUNDRY AND KITCHEN.

## **Clause 3. Limits on Use and Occupancy**

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement. Occupancy by guests for more than ONE DAY is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## **Clause 4. Term of the Tenancy**

The rental will begin on \_\_\_\_\_, \_\_\_\_\_, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant THIRTY (30) days' written notice. Tenant may terminate the tenancy by giving the Landlord THIRTY (30) days' written notice.

## **Clause 5. Payment of Rent**

*Regular monthly rent*

Tenant will pay to Landlord a monthly rent of \$900.00 , payable in advance on the first day

of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise: **EVERY 30 DAYS FROM FIRST DAY OF OCCUPANCY. RENT IS PRORATED BY WEEK, NOT DAYS**

*Delivery of payment.*

Rent will be paid:

[    ] by mail, to \_\_\_\_\_

[ X ] in person, 315 ANNA MARIA DRIVE, ALTADENA CA 626 398-1958

*Form of payment.*

Landlord will accept payment in these forms:

[ X ] cash

[ X ] personal check made payable to: CATHERINE OBRIEN

[    ] certified funds or money order

[    ] credit card

[    ] bank debit

[    ] electronic funds transfer

#### **Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge as follows:

TWENTY FIVE DOLLARS. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

#### **Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$50.00.

## **Clause 8. Security Deposit**

On signing this Agreement, Tenant will pay to Landlord the sum of TWO HUNDRED (\$200.00) as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 DAYS after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

*[Optional clauses here, if any.]*

## **Clause 9. Utilities**

LANDLORD will pay all utility charges.

## **Clause 10. Prohibition of Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord. Neither shall Tenant sublet or rent any part of the premises for short-term stays of any duration, including but not limited to vacation rentals. Violating this clause is grounds for terminating the tenancy.

## **Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

## **Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any security alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new security alarm system.

### **Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

### **Clause 14. Pets**

No animal may be kept on the premises without Landlord's prior written consent, except animals needed by tenants who have a disability, as that term is understood by law, and \_\_\_\_\_, under the following conditions:  
\_\_\_\_\_.  
\_\_\_\_\_.

### **Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord will give Tenant 24 HOURS notice before entering.

### **Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for SEVEN (7) or more consecutive days. During such absence, Landlord may enter the premises at times

reasonably necessary to maintain the property and inspect for damage and needed repairs.

### **Clause 17. Possession of the Premises**

#### *a. Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

#### *b. Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

### **Clause 18. Tenant Rules and Regulations**

[ ] Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference. Tenant understands that serious or repeated violations of the rules may be grounds for termination. Landlord may change the rules and regulations without notice.

### **Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party [choose one: shall not/shall] recover reasonable attorney fees and court costs.

### **Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

[ ] Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

[ ] Other disclosures: \_\_\_\_\_

### **Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which

may be delivered to:

[ X ] The Landlord, at the following address: 315 ANNA MARIA DR, ALTADENA  
CALIFORNIA

[ ] The manager, at the following address: \_\_\_\_\_

[ ] The following person at the following address: \_\_\_\_\_

### **Clause 22. Additional Provisions**

Additional provisions are as follows:

NONREFUNDABLE \$75.00 CLEANING DEPOSIT DUE UPON OCCUPANCY

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### **Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

### **Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

### **Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing, signed by Landlord and Tenant.

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[ ] Date

Landlord or Landlord's Agent

Title

315 ANNA MARIA DRIVE

Street Address

ALTADENA CA 91001

626 398-1958<sup>[L]</sup><sub>[SEP]</sub>City, State, & Zip

Phone

OBRIEN315@GMAIL.COM<sup>[L]</sup><sub>[SEP]</sub>

Email

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Tenant

<sup>[L]</sup><sub>[SEP]</sub>Date

Phone

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Tenant

<sup>[L]</sup><sub>[SEP]</sub>Date

Phone

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Tenant

<sup>[L]</sup><sub>[SEP]</sub>Date

Phone