

CALIFORNIA RESIDENTIAL LEASE AGREEMENT

COMPREHENSIVE CLIENT INTAKE

Purpose. Use this intake to provide the facts and business terms needed to prepare a California residential lease or rental agreement. Answer every applicable question. Write “N/A” when a question does not apply. Do not leave material terms blank.

Important. LDA Document Services is not a law firm and cannot provide legal advice, select legal strategies, or determine your rights. You make all substantive decisions. Matters involving rent control, just-cause rules, subsidized housing, unusual ownership, existing disputes, or local ordinances may require attorney review.

Client / Requesting Party	Full legal name
Phone	Best number
Email	Email address
Date Submitted	MM/DD/YYYY
Requested Completion Date	MM/DD/YYYY
Property City / County	City and California county

1. Requested Document and Transaction Type

- ☐ Fixed-term lease
☐ Month-to-month rental agreement
☐ Renewal or extension of an existing tenancy
☐ Replacement agreement for current tenants
☐ Room rental / owner-occupied property
☐ Sublease (requires review of master lease)
☐ Other: _____

Desired Start Date	MM/DD/YYYY
Desired End Date	MM/DD/YYYY or “month-to-month”
Possession / Key Date	MM/DD/YYYY and time, if different
Existing Tenancy?	Yes / No. If yes, attach current agreement and all addenda.

2. Property Owner and Authorized Management

Owner's Full Legal Name	Individual, trust, LLC, corporation, partnership, etc.
Ownership Capacity	Example: trustee of the Smith Family Trust dated...; manager of ABC LLC
Owner Mailing Address	Street, city, state, ZIP
Owner Phone / Email	Contact information

Property Manager / Agent	Full legal name and company, if any
Manager Address	Street, city, state, ZIP
Manager Phone / Email	Contact information
Authorized for Legal Notices	Name, physical address, and phone number
Authorized for Rent Collection	Name and payment address / platform

- ☐ Owner is the person signing the agreement.
- ☐ An authorized agent or property manager will sign. Attach written authority if available.
- ☐ Property is held in a trust or business entity. Attach vesting document or entity information.

3. Rental Property Identification

Street Address	Including unit number
City / ZIP	California city and ZIP
County	County where property is located
Property Type	House / apartment / condo / duplex / ADU / room / other
Year Built	Approximate year if exact year is unknown
Bedrooms / Bathrooms	Number of each
Furnished?	No / Partially / Fully; attach inventory if furnished
HOA / Community	Name, if applicable
Parking	Garage, carport, assigned spaces, permits, street parking
Storage	Location, identifier, restrictions
Outdoor Areas	Yard, patio, balcony, pool, spa, common areas

Areas included in the tenancy and areas excluded from tenant use:

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4. Local-Law and Coverage Screening

These questions identify situations in which the lease may need special notices, addenda, local forms, or attorney review.

Is the property located in a city or county with local rent stabilization, rent control, eviction-control, relocation-assistance, or tenant-protection rules? ☐ Yes ☐ No ☐ Unknown

Is the unit subject to the California Tenant Protection Act (state rent cap / just-cause law)? ☐ Yes ☐ No ☐ Unknown

Does the owner claim an exemption from the California Tenant Protection Act? ☐ Yes ☐ No ☐ Unknown

Is the property a separately transferable single-family home or condominium? ☐ Yes ☐ No

Is the owner a natural person, qualifying trust, qualifying LLC, or qualifying corporation for any claimed exemption? ☐ Yes ☐ No ☐ Unknown

Is the property subsidized, deed-restricted, tax-credit, Section 8, or otherwise subject to an affordable-housing program? ☐ Yes ☐ No

Is the property on tribal land, federal land, a mobilehome park, residential hotel, assisted-living facility, or other special housing? ☐ Yes ☐ No

Will the owner live on the property during the tenancy? ☐ Yes ☐ No

Is this a single lodger in the owner's residence? ☐ Yes ☐ No

Are any tenants already occupying the property? ☐ Yes ☐ No

Is there any pending dispute, notice, eviction, code issue, unpaid rent, or security-deposit dispute? ☐ Yes ☐ No

Explain every "Yes," "Unknown," or claimed exemption. Identify the city and attach existing notices, agreements, and local forms:

5. Tenants and Other Occupants

List every adult who will sign as a tenant. Use full legal names exactly as they should appear in the agreement.

Full Legal Name	Phone	Email	Adult?	Will Sign?

List all minors and all other approved occupants who will not sign as tenants.

Full Name	Age (if minor)	Relationship	Approved Occupant Only?

Occupancy Limit	Maximum number of residents
Guests	Desired guest limits and approval rules
Changes in Occupancy	Approval requirements for additions or substitutions

6. Rent and Payment Terms

Monthly Rent	\$
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First Month Due	\$ and due date
Prorated Rent	\$; period covered; calculation method
Regular Due Date	Example: first day of each month
Grace Period	None or number of calendar days
Payment Recipient	Name / entity
Payment Address	Physical or mailing address
Electronic Method	Portal, ACH, Zelle, etc.; identify non-electronic option
In-Person Hours	Days, times, and location, if applicable
Returned Payment Fee	Requested amount; subject to California law
Late Charge	Requested amount/formula; attorney review may be appropriate
Rent Concessions	Free rent, reduced rent, move-in credit, conditional discount
Future Rent Changes	Only as allowed by law and required notice

Special rent-payment instructions, concessions, or conditions:

7. Security Deposit and Move-In Funds

California limits residential security deposits and treats refundable charges imposed at the beginning of a tenancy as security, regardless of label. The applicable limit may depend on ownership and statutory exceptions.

Security Deposit	\$
Pet Deposit	\$ (include in total security)
Key / Remote Deposit	\$ (include if refundable)
Other Refundable Deposit	\$ and purpose
Total Security	\$ total of all refundable security
Method Received	Check / ACH / card / cash / other
Return Method	Digital if received digitally, unless parties agree otherwise
Holding Deposit	Amount, date, and written terms, if any
Total Move-In Funds	\$ and itemized calculation

Itemize all money due before possession and identify which amounts are refundable or nonrefundable:

8. Utilities, Services, and Appliances

Identify who pays each item and how any shared or allocated charge is calculated.

Utility / Service	Owner Pays	Tenant Pays	Allocation / Provider / Notes
Electricity	☐	☐	
Gas	☐	☐	
Water	☐	☐	
Sewer	☐	☐	
Trash / Recycling	☐	☐	
Internet	☐	☐	
Cable / Satellite	☐	☐	
Landscaping	☐	☐	
Pool / Spa	☐	☐	
Pest Control	☐	☐	
Other	☐	☐	

Are any utilities measured by a shared meter? ☐ Yes ☐ No ☐ Unknown

Will the tenant be billed through a ratio utility billing system or other allocation method? ☐ Yes ☐ No

Describe shared meters, submeters, allocation formulas, billing fees, and common-area use:

Appliances and equipment supplied by owner:

- ☐ Refrigerator
- ☐ Stove / oven
- ☐ Microwave
- ☐ Dishwasher
- ☐ Washer
- ☐ Dryer
- ☐ HVAC
- ☐ Water heater
- ☐ Garbage disposal
- ☐ Other: _____

For tenancies beginning on or after January 1, 2026: Will tenant provide their own stove and/or refrigerator by mutual agreement? ☐ Yes ☐ No

Identify appliance ownership, condition, maintenance responsibility, and any tenant-supplied appliances:

9. Pets, Assistance Animals, and Animals on the Property

Pets allowed? ☐ No ☐ Yes, subject to written approval and pet addendum

Number / Type	Species, breed, color, age
Weight / Size	Actual or approximate
Pet Rent	\$ per month, if any

Additional Security	\$; include within lawful deposit limit
Restrictions	Number, size, areas, waste, noise, insurance, licensing

Do not classify a service animal or assistance animal as a pet. Requests involving disability-related animals should be handled under applicable fair-housing requirements and should not be decided through this intake.

10. Smoking, Cannabis, and Conduct Rules

Smoking policy: ☐ Prohibited everywhere ☐ Allowed only in designated area ☐ Other

Cannabis smoking/vaping policy: ☐ Prohibited ☐ Same as smoking policy ☐ Other

Cultivation of cannabis: ☐ Prohibited ☐ Other: _____

Prohibited Locations	Unit, balcony, patio, yard, garage, common areas
Quiet Hours	Times and days
Noise / Nuisance Rules	Desired rules
Illegal Activity	Any additional property-specific terms
Community Rules	HOA or building rules to attach

11. Parking, Vehicles, Storage, and Access Devices

Assigned Parking	Space numbers and location
Garage	Included? exclusive/shared? storage allowed?
Vehicle Limits	Number, type, registration, operability
Guest Parking	Rules and permits
EV Charging	Existing charger, installation requests, electricity billing
Storage Areas	Location and restrictions
Keys / Remotes	Number supplied and replacement charge
Gate / Alarm Codes	Access procedures; avoid placing active codes in final intake copy

12. Maintenance, Repairs, Yard, and Alterations

Repair Contact	Name, phone, email, emergency number
Notice Method	Portal / email / phone / written notice
Yard Care	Owner / tenant / vendor; tasks and schedule
Pool / Spa Care	Owner / tenant / vendor
HVAC Filters	Who replaces and frequency
Light Bulbs / Batteries	Responsibility

Pest Control	Responsibility and existing service
Tenant Alterations	Painting, mounting, satellite, fixtures, locks
Water Furniture / Aquariums	Allowed? size and insurance conditions
Move-In Repairs	Work promised and completion dates

Known maintenance issues, promised repairs, or condition concerns to address before move-in:

13. Insurance and Liability Preferences

Require renter's insurance? ☐ Yes ☐ No

Minimum Liability Limit	\$
Interested Party	Name/address for policy notices, if requested
Coverage Deadline	Before possession / within ___ days
Special Risks	Pool, trampoline, fireplace, waterbed, business use, etc.

14. Use of Premises, Business Activity, Assignment, and Subletting

Use limited to private residential purposes? ☐ Yes ☐ No

Home-based work allowed if lawful and non-disruptive? ☐ Yes ☐ No ☐ With written approval

Short-term rentals / vacation rentals prohibited? ☐ Yes ☐ No

Assignment or subletting permitted only with prior written consent? ☐ Yes ☐ No

Tenant may list the address as a business address? ☐ Yes ☐ No ☐ With written approval

Describe any approved business use, childcare, tutoring, client visits, inventory, or special use:

15. Entry, Showing, and Communication Preferences

Routine Entry Contact	Tenant phone/email for notices
Entry Notice Delivery	Personal delivery / posting / email if lawful and agreed / other
Preferred Time Window	Subject to applicable law
Sale / Re-Rental Showings	Special procedures, lockbox, scheduling
Electronic Notices	Which communications may be sent electronically
Emergency Contact	Tenant emergency contact name and number

16. Mandatory and Conditional Disclosure Screening

Check each item carefully. A “Yes” answer may require a statutory notice, addendum, report, pamphlet, or specific lease language.

Topic	Question	Yes	No	Details / Documents
Pre-1978 construction	Was the property built before 1978? Lead-based paint disclosure and federal pamphlet may be required.	☐	☐	
Bed bugs	Is there any known current infestation, suspected infestation, treatment history, or required bed-bug notice? Do not offer a unit known to have an active infestation.	☐	☐	
Flood hazard	Does the owner have actual knowledge the property is in a special flood hazard area or area of potential flooding? Flood-hazard disclosure may be required.	☐	☐	
Mold	Is there visible mold, known mold history, water intrusion, or a condition that may expose occupants to mold? Disclose known conditions as required and address habitability.	☐	☐	
Death at property	Has a death occurred in the unit within the prior three years? California has specific disclosure rules and exceptions.	☐	☐	
Methamphetamine / fentanyl contamination	Has a health officer issued a contamination or remediation order? Attach all orders and clearances.	☐	☐	
Former military ordnance site	Is the property within one mile of a closed military base where explosives or ammunition were used? Written notice may be required if known.	☐	☐	
Demolition	Has the owner applied for a demolition permit? Special pre-rental notice may be required.	☐	☐	
Condominium conversion	Is a conversion pending or contemplated? Special notices may apply.	☐	☐	
Pest-control treatment	Is the property under a periodic pest-control contract or scheduled treatment? Provide required pest-control notices.	☐	☐	
Shared utilities	Does the unit share a meter or utility account with another unit or common area? Written allocation disclosure is important and may be required.	☐	☐	
Prop. 65 exposure	Are there known listed chemical exposures or applicable warning obligations? Assess property/business-specific warning duties.	☐	☐	

Topic	Question	Yes	No	Details / Documents
Megan's Law	Every California residential agreement should include the required notice. Include statutory language.	☐	☐	
Tenant Protection Act	Is a TPA notice or exemption notice required? Include the correct statutory notice, not a generic statement.	☐	☐	
Local disclosures	Does the city/county require local rent-control, tenant-rights, smoking, recycling, flood, seismic, or other forms? Attach current local forms.	☐	☐	
Language translation	Were lease terms negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean? A written translation may be required before signing.	☐	☐	
Known code violations	Are there unresolved citations, notices, substandard conditions, or use/occupancy restrictions? Attach notices and obtain attorney review.	☐	☐	
Natural hazard / disaster impact	Has the property been affected by wildfire, smoke, ash, debris, flood, landslide, or other disaster? Disclose known conditions and remediation status.	☐	☐	

17. Furnishings and Move-In Condition

A move-in condition checklist will be completed and signed. ☐ Yes ☐ No

Move-in photographs / video will be taken and retained. ☐ Yes ☐ No

A separate furniture and personal-property inventory is attached. ☐ Yes ☐ No ☐ N/A

List known defects, stains, damage, missing items, or conditions accepted at move-in:

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18. Special Provisions Requested by Client

State the business term you want included. Do not copy clauses from another lease unless you understand and approve them. Unusual or punitive provisions may require attorney review.

Special provisions:

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19. Documents to Provide

- ☐ Current lease, addenda, notices, and amendments (if any)
- ☐ Owner/entity/trust information showing the correct signing party
- ☐ Property management agreement or written signing authority (if applicable)

- ☐ HOA rules, parking rules, community handbook, and move-in requirements
- ☐ Lead-based paint reports or records for pre-1978 property
- ☐ Bed-bug, pest-control, mold, flood, contamination, code, or remediation records
- ☐ Local city or county disclosure forms and exemption notices
- ☐ Utility bills or allocation formula for shared utilities
- ☐ Furniture/appliance inventory and move-in condition report
- ☐ Pet information and proposed pet rules
- ☐ Any written promises made to the tenant
- ☐ Any other document referenced in the agreement

20. Client Decisions and Acknowledgment

I confirm that the information supplied in this intake is complete and accurate to the best of my knowledge. I understand that I am responsible for selecting the terms of the lease and for determining whether the property is subject to state or local rent-control, just-cause, registration, licensing, relocation, affordability, or disclosure requirements. I understand that LDA Document Services may prepare documents only at my direction and does not provide legal advice or represent me in a dispute. I will seek advice from a California attorney when legal judgment, interpretation, negotiation, or strategy is required.

Client Signature	_____
Printed Name	_____
Date	_____

Internal Preparation Checklist (Office Use Only)

- ☐ Confirm exact owner / lessor name and signing capacity
- ☐ Confirm all adult tenants and approved occupants
- ☐ Confirm fixed term versus periodic tenancy
- ☐ Calculate and verify total move-in funds and security deposit
- ☐ Run state Tenant Protection Act coverage / exemption screen
- ☐ Run city and county local-law screen
- ☐ Confirm required manager / notice / rent-payment information
- ☐ Include Megan's Law notice
- ☐ Include bed-bug notice
- ☐ Include lead disclosure and pamphlet if pre-1978
- ☐ Include flood disclosure if triggered
- ☐ Include TPA notice or exemption notice if applicable
- ☐ Include smoking-location disclosure / policy
- ☐ Address shared utilities and allocation method
- ☐ Attach HOA / community rules and all referenced addenda
- ☐ Confirm translation requirement
- ☐ Flag attorney-review issues
- ☐ Proofread all dates, dollar amounts, names, and cross-references
- ☐ Provide complete signing set and exact copy to each party

Research Notes for Form Maintenance

Prepared with reference to: California Department of Real Estate, California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities (2026 Edition); California Civil Code provisions governing rental agreements and security deposits; California Courts Self-Help landlord-tenant materials; and U.S. EPA lead-disclosure guidance. State and local law changes frequently. Review the intake and all lease forms before each use.