

□ **Sample Forms, Letters, and Attachments:**

Letter requesting repairs.

Letter stating intent to withhold rent

Letter stating intent to repair and deduct

Request for return of security deposit

Request for return of personal property

Sample rental agreement

Sample checklist for condition of property – moving in and moving out

General Denial

Unlawful Detainer Answer

RESIDENTIAL RENTAL AGREEMENT

Los Angeles, California

January ____, _____

_____ (“Landlord”), and
_____ (“Tenant(s)”) by this Agreement enter into a Residential Month to Month Rental Agreement (the “Agreement”) of the Premises described below subject to the terms and conditions contained in this Agreement:

- 1. **PROPERTY:** Landlord rents to tenant(s) and tenant(s) hires from Landlord the “Property” described as: _____
Unit Number: _____
- 2. **TERM:** The rental term shall begin on _____ and shall continue from month to month until legally terminated.
- 3. **RENT:**
 - 1) Tenant agrees to pay rent as follows.
 - a) \$ _____ per month, payable in advance, due from Tenant on the _____ day of each month.
 - b) From _____ until such time that all the Property Repairs set forth in Exhibit “A” hereto are completed to the reasonable satisfaction of the Parties there will be a rent reduction of _____% from the original monthly rental amount. The reduced monthly rental amount now due is \$ _____.
 - c) Upon the completion of the Property Repairs set forth in Exhibit “A” hereto and after the proper 30 day notice, the regular monthly installment of rent shall revert to the original rental amount of \$ _____.
- 4. **LATE CHARGE:** If any installment of rent due from Tenant is not received by Landlord within 10 calendar days after date due, tenant shall pay to Landlord an additional sum of \$ _____ as a late charge.
- 5. **PAYMENT:** The rent shall be paid by Personal Check, Certified Bank Check, Money Order, or Cashiers Check to:

The rent payment is to be made payable to: _____.
The Landlord shall give a receipt to tenant immediately after payment is made.

6. **SECURITY DEPOSIT:**

_____ Landlord will not charge Tenant any security deposit herein.

_____ Tenant shall pay \$ _____ as a refundable security deposit.

UTILITIES:

_____ Landlord agrees to pay for all utility services of the premises.

_____ Landlord agrees to pay for all utility services except _____.

7. **PETS:** No animal, bird or pet shall be kept on or about the premises without Landlord's prior written consent.

8. **USE:** Tenant shall not disturb, annoy, endanger or interfere with other Tenants of the building or neighbors, nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

9. **MAINTENANCE:**

a) Tenant shall properly use and operate all furniture, furnishings and appliances, electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits, excluding ordinary wear and tear.

b) Tenant shall notify Landlord and pay for all repairs or replacements caused by Tenant or Tenant's invitees' negligence or misuse.

c) Landlord agrees to:

- 1) Regularly clean all common areas of the premises;
- 2) Maintain the common areas and facilities in a safe condition;
- 3) Arrange for collection and removal of trash and garbage;
- 4) Maintain all equipment and appliances in safe and working order;
- 5) Make necessary repairs with reasonable promptness;
- 6) Maintain exterior lighting in good working order;
- 7) Provide extermination services, as necessary; and
- 8) Maintain grounds and shrubs.

10. **INSURANCE:** Landlord shall maintain required and reasonable property, indemnity, and liability insurance for the premises.

14. **ENTRY:** Upon not less than 24 hours written notice, Tenant shall make the premises available during normal business hours to Landlord, authorized agent or representative, for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or supply necessary or agreed services. In an emergency, Landlord, authorized agent or representative may enter the premises, at any time, without prior permission from Tenant.

15. **POSSESSION:** If Tenant abandons or vacates the premises, Landlord may terminate this agreement and regain lawful possession.

16. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

17. **NOTICE:** Notice to Landlord may be served upon Landlord at:

18. **COUNTEPARTS:** This agreement may be executed in counterparts, each executed counterpart deemed an original.

19. **ACKNOWLEDGMENT:** The undersigned have read the foregoing prior to execution and acknowledge receipt of a copy.

Landlord : _____

By: _____

Date Signed: _____

Tenant: _____
(sign name) (print name)

Date Signed: _____

(sign name) (print name)

Date Signed: _____

_____, 1999/2000

Dear Landlord/Manager:

You have threatened to lock me out of my apartment/house. I believe that I have a lawful right of tenancy and am subject to eviction only by Court order.

Tenants may only be evicted according to applicable provisions of the California Code of Civil Procedure and the California Civil Code. These require a landlord to give a tenant notice, and then, upon the tenant's failure to comply with the lawful demand in the notice, file a complaint for unlawful detainer.

Only after an adverse judgment is entered against a tenant by the Court for possession of the unit does a Marshal or Sheriff with a Court order have the right to evict that tenant for the landowner. Only after gaining lawful possession of the rental property may you change the lock or remove my property.

Any unlawful lockout is punishable as a crime under California Penal Code Section 418.00. I may be able to sue you for a minimum of \$250.00 or up to \$100.00 per day of the violation plus additional damages under Civ. Code Sec. 789.3. This is a serious matter.

You might want to contact your attorney as soon as possible concerning your rights and responsibilities as a landlord.

Sincerely yours,

Tenant at : _____

SAMPLE LETTER DEMANDING RETURN OF DEPOSIT

Date: _____

Mr./Ms.: _____

Address: _____

City: _____

RE: DEMAND FOR RETURN OF SECURITY DEPOSIT

Dear Mr./Ms. _____:

On _____, 199____, I moved into _____
_____. When I moved in I paid \$ _____ in deposits. I did / did not receive
a receipt. A copy is / is not attached.

I vacated the premises on _____, 199___. I have not received a refund of my
security deposit. California law, Civil Code §1950.5, says that a landlord must return security
deposits within three weeks after the tenant moves. The only lawful deductions that can be made
from the deposit are those needed to pay for any rent owed, unless the rent was waived; for
cleaning; and for repairs, not including damage caused by the ordinary wear and tear of the
property.

When I left my home/apartment, it was clean and in good repair. Therefore, under the law I am
entitled to a full refund of my deposit. I am now making a demand for the return of my security
deposit. If I do not receive my money within 10 days, I will regard your keeping my deposit as bad
faith and will pursue my right to sue you for the deposit and also for \$600 in punitive damages (bad
faith damages) as allowed by law.

The prompt return of my deposit will make court action unnecessary. Please mail the deposit to
me at the address provided below.

Sincerely,

Name: _____

Address: _____

City: _____

CHECKLIST OF APARTMENT / HOUSE CONDITIONS – MOVING IN

Check the line where there are problems

Bedroom	BR 1	BR 2	BR 3	Bathroom:	Ba 1	Ba 2
<input type="checkbox"/> Plaster from ceiling falling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Floor broken/warped	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Floors broken or warped	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Walls cracked	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Walls cracked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Falling plaster from ceiling	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Peeling paint on walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower defective	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Windows cracked/broken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bathtub/sinks cracked	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Window frame broken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Faucets leak	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electric wiring exposed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Carpet torn/stained	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Light fixtures/outlets defective	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Counters cracked	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Carpet torn/ stained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mirrors cracked/broken	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Closet doors broken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Medicine cabinet broken	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Mirrors cracked/broken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilets defective	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilet seat broken	<input type="checkbox"/>	<input type="checkbox"/>
				Light fixtures defective	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen				Shower curtain torn	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Floor tiles / linoleum broken				Other	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pipes leaking						
<input type="checkbox"/> Ceiling leaks						

For Rest of Apartment

<input type="checkbox"/> Plaster from ceiling falling	<input type="checkbox"/> Doorbell does not work
<input type="checkbox"/> Drain stopped up	<input type="checkbox"/> Roaches <input type="checkbox"/> Mice <input type="checkbox"/> Rats
<input type="checkbox"/> Faucets don't work	<input type="checkbox"/> Carpets torn/stained
<input type="checkbox"/> Window broken	<input type="checkbox"/> No hot water <input type="checkbox"/> No cold water
<input type="checkbox"/> Window frame broken	<input type="checkbox"/> No heat <input type="checkbox"/> Inadequate heat
<input type="checkbox"/> Light fixtures/outlets defective	<input type="checkbox"/> Unit needs painting <input type="checkbox"/> Paint peeling
<input type="checkbox"/> Electric wiring exposed	<input type="checkbox"/> Cracks in walls/ceilings <input type="checkbox"/> Plaster falling
<input type="checkbox"/> Refrigerator defective	<input type="checkbox"/> Front door broken <input type="checkbox"/> Frame broken
<input type="checkbox"/> Stove/oven defective	<input type="checkbox"/> Locks broken <input type="checkbox"/> No lock
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

CHECKLIST OF APARTMENT / HOUSE CONDITIONS – MOVING OUT

Check the line where there are problems – Place a “T” if problems caused by Tenant, a “W” if problems caused by normal wear and tear, and an “O” if problems caused by someone other than the Tenant but not because of normal wear and tear.

Bedroom	BR 1	BR 2	BR 3	Bathroom:	Ba 1	Ba 2
<input type="checkbox"/> Plaster from ceiling falling	___	___	___	Floor broken/warped	___	___
<input type="checkbox"/> Floors broken or warped	___	___	___	Walls cracked	___	___
<input type="checkbox"/> Walls cracked	___	___	___	Falling plaster from ceiling	___	___
<input type="checkbox"/> Peeling paint on walls	___	___	___	Shower defective	___	___
<input type="checkbox"/> Windows cracked/broken	___	___	___	Bathtub/sinks cracked	___	___
<input type="checkbox"/> Window frame broken	___	___	___	Faucets leak	___	___
<input type="checkbox"/> Electric wiring exposed	___	___	___	Carpet torn/stained	___	___
<input type="checkbox"/> Light fixtures/outlets defective	___	___	___	Counters cracked	___	___
<input type="checkbox"/> Carpet torn/ stained	___	___	___	Mirrors cracked/broken	___	___
<input type="checkbox"/> Closet doors broken	___	___	___	Medicine cabinet broken	___	___
<input type="checkbox"/> Mirrors cracked/broken	___	___	___	Toilets defective	___	___
<input type="checkbox"/> Other	___	___	___	Toilet seat broken	___	___
				Light fixtures defective	___	___
				Shower curtain torn	___	___
				Other	___	___
Kitchen						
<input type="checkbox"/> Floor tiles / linoleum broken						
<input type="checkbox"/> Pipes leaking						
<input type="checkbox"/> Ceiling leaks						
<input type="checkbox"/> Plaster from ceiling falling						
<input type="checkbox"/> Drain stopped up						
<input type="checkbox"/> Faucets don't work						
<input type="checkbox"/> Window broken water						
<input type="checkbox"/> Window frame broken Inadequate heat						
<input type="checkbox"/> Light fixtures/outlets defective peeling						
<input type="checkbox"/> Electric wiring exposed falling						
For Rest of Apartment						
				<input type="checkbox"/> Doorbell does not work		
				<input type="checkbox"/> Roaches	<input type="checkbox"/> Mice	<input type="checkbox"/> Rats
				<input type="checkbox"/> Carpets torn/stained		
				<input type="checkbox"/> No hot water	<input type="checkbox"/> No cold	
				<input type="checkbox"/> No heat		
				<input type="checkbox"/> Unit needs painting	<input type="checkbox"/> Paint	
				<input type="checkbox"/> Cracks in walls/ceilings	<input type="checkbox"/> Plaster	

Refrigerator defective
broken

Stove/oven defective

Other:

Front door broken

Locks broken

Other:

Frame

No lock

Interest on security deposits

If you live in a rent stabilized unit in the City of West Hollywood, you are entitled to receive interest on the security deposit your landlord is holding. The money includes last month's rent deposit, cleaning deposit, pet deposit, key deposit, etc. The interest rate varies. Call the City of West Hollywood Rent Stabilization office or get this information from their web page at <http://www.co.west-hollywood.ca.us.rsd/secdep97.html>