

# ROOM RENTAL AGREEMENT

This is a legally binding agreement. It is intended to promote household harmony by clarifying the expectations and responsibilities of the homeowner or Principal Tenant (Landlords) and Tenant when they share the same home. The term "Landlord" refers to either homeowner or Principal Tenant. Landlord shall provide a copy of this executed (signed) document to the Tenant, as required by law.

## Rental Unit Located at:

\_\_\_\_\_

Address

## Parties

Owner/Principal Tenant (circle)

Tenant

\_\_\_\_\_

Name

\_\_\_\_\_

Name

## Terms

### Length of Agreement: Month-to-Month

Either party may cancel or change terms of this agreement upon thirty (30) days WRITTEN notice. The notice period may be lengthened or shortened by WRITTEN agreement, but no less than 7 days.

## Rent

\$ \_\_\_\_\_, is payable monthly on the \_\_\_\_\_ day of the month, to \_\_\_\_\_.

Rent  does /  does not include utilities. If it does not, utility bills will be apportioned as follows:

- Gas/Electricity: Tenant pays \_\_\_\_\_ % of monthly bill.
- Water/Garbage: Tenant pays \_\_\_\_\_ % of monthly bill.
- Phone: Tenant pays \_\_\_\_\_ % of monthly bill plus personal long distance calls.
- Other: \_\_\_\_\_ Tenant pays \_\_\_\_\_ % of monthly bill.

## Household Rules

Cleaning _____	Kitchen use _____
Overnight guests _____	Use of washer, dryer, appliances _____
Smoking _____	Use of common areas _____
Alcohol/drug use _____	Use of telephone _____
Studying/quiet hours _____	Sharing personal items _____
Music/TV _____	Bedroom assignment _____
Pets _____	Other _____

\_\_\_\_\_

Attach supplementary sheet for more detail or additional categories.

## Conflict Resolution

Each housemate will strive to develop mutual cooperation with all other housemates. Should disagreements arise, each shall try to resolve the dispute in good faith using clear communication. If disputes continue thereafter, the housemates agree to the following methods of conflict resolution:

- Decision by household consensus
- Decision by Principal Tenant
- Mediation by impartial third party
- Decision by Owner
- Decision by household majority vote

## Privacy

As required by law, the landlord may enter the tenant's room only for the following reasons: (a) in case of emergency; (b) to make necessary or agreed-upon repairs, decorations, or improvements, supply necessary or agreed-upon services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; (c) when the tenant has abandoned or surrendered the premises; or (d) pursuant to court order. The landlord must give the tenant WRITTEN twenty-four (24) hours notice of intent to enter and may enter only during normal business hours, excepting by necessity, cases (a) and (c) above.

## Deposits

Last month's rent:      paid on \_\_\_\_\_ amount \$ \_\_\_\_\_

Security deposit:      paid on \_\_\_\_\_ amount \$ \_\_\_\_\_

Other refundable deposit (e.g., telephone or utility deposit for payment of bills after tenant moves out) in the amount of \$ \_\_\_\_\_ was paid on \_\_\_\_\_ .

This "other" deposit is refundable within \_\_\_\_\_ days after tenant vacates the premises. If any portion of it is deducted, an accounting and verification of the reasonableness of the deduction will be provided.

The security deposit may be used for the purpose of repairing damage for which the tenant is responsible (beyond normal wear and tear), cleaning, or paying unpaid rent or utilities. The landlord and the tenant shall conduct a pre-move out inspection of the rental BEFORE the tenant moves out at which time the landlord shall inform the tenant of needed repairs and/or cleaning in WRITING. The tenant shall have the right to make any repairs identified at the pre-move out inspection at his or her expense before the move out date without deduction from the security deposit. Within three weeks after the tenant moves out, the landlord shall return the deposit to the tenant with accrued interest less any deductions, if any, the landlord is entitled to under this agreement. If any deductions are made, the landlord shall provide the tenant with a written itemized statement of expenses and receipts for cleaning or repairs for which deductions were made from the deposit.

This residence being in the County of Santa Cruz (with the exception of Scotts Valley), simple interest will be paid annually on the security deposit and/or last month's rent to the tenant, pursuant to current local ordinance.

## Other Agreements

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Fill out a) or b) as it applies to your situation

A) Principal Tenant  will  has provided tenant a copy of the Condition of Rental Property Checklist, completed when household first moved in.

B) Both landlord and tenant will complete attached Condition of Rental Property Checklist within three days of the move-in, available at: <http://housing.ucsc.edu/cro/pdf/condition-checklist.pdf>.

## Megan's Law

"Pursuant To Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site 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."

## Lead-Based Paint Disclosure

\_\_\_\_\_ Tenant(s) acknowledge(s) receipt of "Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards" from landlord/agent. (Required for homes built before 1978.) Available online at [http://www.epa.gov/lead/pubs/lesr\\_eng.pdf](http://www.epa.gov/lead/pubs/lesr_eng.pdf)

\_\_\_\_\_ Tenant(s) acknowledge(s) receipt of the pamphlet *Protect Your Family from Lead in Your Home*. (Required for homes built before 1978.) Landlords may call 1-800-424-LEAD or go to <http://www.epa.gov/lead/pubs/leadpdf.pdf> to obtain a copy of the pamphlet.

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Day) (Month) (Year)

\_\_\_\_\_  
Landlord (Print)

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature