

FORMS DESCRIPTION

The forms provided by AACSC are intended to comply with California law, and may not comply with rent control statutes applicable to your property. If your property is subject to rent control, be sure to consult qualified legal counsel and/or the applicable rent control law.

F0A – Forms Description: (rev. 10/20)

Detailed list of AACSC Forms and a brief description of their use.

A. TENANT SCREENING – These forms are used during tenant screening, before the tenancy begins and the rental agreement is signed.

F01 – Application to Rent: (rev. 9/16)

Should be given to anyone who is interested in renting a vacant unit. Every potential resident over the age of 18 should complete an application.

F02 – Pet Application: (rev. 9/16)

Should be given to anyone who wishes to bring a pet into the unit. Pet owners, whether potential resident or already living in the unit, should complete an individual application for each potential pet.

F03 – Receipt for Application Screening Fee: (rev. 2/21)

Once a completed application is turned in and you accept funds to screen the application of a prospective tenant, this completed form should be given to each applicant.
[California Civil Code section 1950.6] [California Civil Code section 1786.16].

F04 – Notice of Adverse Action to Rental Application: (rev. 2/21)

Once you have screened a prospect and determined that the individual does not qualify, deliver this notice to inform the prospect that their application has been rejected and of the number to contact for more information.
[California Civil Code section 1785.20]

F05 – Offer to Rent: (rev. 2/21)

Used to place a unit on “hold” for a qualified renter until the unit becomes available.

B. RENTAL AGREEMENTS – These forms are used to document the terms of the tenancy and should be signed by all adult occupants.

F11 – Standard Residential Rental Agreement: (rev. 5/21)

Used to document a month-to-month tenancy or a fixed term (i.e. 6 months, 9 months, 1 year, etc.)
[California Civil Code 1785.26(c)(2)] [California Civil Code 1950.5] [California Civil Code 1940.5]
[California Civil Code 1954] [California Civil Code 1946] [California Health & Safety Code section 25249.6]

C. RENTAL ATTACHMENTS (SUGGESTED) – These forms are suggested to accompany whichever rental agreement is used for each new tenancy (*along with a Lead Booklet*).

F20 – House Rules and Regulations: (rev. 2/21)

Addendum to Rental Agreement outlining rules of conduct and conditions for living on the premises.
[California Vehicle Code section 22658] [California Civil Code section 3479]

F21 – Policies Against Criminal Activity: (rev. 2/21)

Addendum to Rental Agreement establishing zero tolerance of any illegal activity on or near the premises.

F22 – Inventory Checklist: (rev. 2/21)

Addendum to Rental Agreement used to describe conditions of the unit at the time residents move into and out of the premises.

D. RENTAL ATTACHMENTS (OPTIONAL)

F30 – Guarantor (Co-Signor) Agreement: (rev. 2/21)

Agreement between the Landlord and a co-signor on behalf of a Resident who otherwise does not qualify to rent on their own credit. This Agreement becomes an addendum to the Rental Agreement. [California Code of Civil Procedure 1162]

F31 – Pool Rules and Regulations: (rev. 2/21)

Addendum to Rental Agreement outlining rules of conduct and conditions for use of pool.

F32 – Pet Addendum: (rev. 2/21)

Addendum to Rental Agreement outlining rules of conduct and conditions for allowed pet(s). [California Civil Code 1950.5.]

F33 – Satellite Dish and/or Antenna Addendum: (rev. 3/21)

Addendum to Rental Agreement outlining the rules and conditions of installation and maintenance of a satellite dish.

F34 – Waterbed and/or Liquid Filled Furniture Addendum: (rev. 2/21)

Addendum to Rental Agreement outlining the rules and conditions of installation and maintenance of liquid-filled furniture, including aquariums. [California Civil Code section 1940.5]

F35 – Garage Addendum: (rev. 2/21)

Addendum to Rental Agreement outlining the rules and conditions of use of garage or parking spaces assigned to Resident.

F36 – Addendum to Rental Agreement: (rev. 2/21)

Addendum to Rental Agreement used for additional terms not contained in the Agreement.

F37 – Bed Bug Addendum and Instructions: (rev. 2/21)

Addendum to Rental Agreement addressing situations related to bed bugs.

F38– Addendum for Smoke-Free Areas: (rev. 2/21)

Addendum to Rental Agreement addressing Smoke-Free Areas.

F39– Addendum for Renters’ Insurance: (2/21)

Addendum to Rental Agreement addressing Resident carrying personal coverage.

F40 – Flood Disclosure Addendum: (7/18)

For every lease or rental agreement for residential property the landlord must disclose whether their property is or is not located in a special flood zone hazard area.

F42 – Proposition 65 Warning Addendum (4/21)

Used to provide Proposition 65 notice to tenant(s)/occupant(s) in the rental agreement prior to establishing tenancy. Once the original tenants are named on the addendum landlords must serve an annual Proposition 65 notice to tenant(s)/occupant(s).

F46 – Notice Addendum – California Civil Code §1947.12 and §1946. (1/20)

The *Addendum Notice* functions similarly to the *AB1482 Notice* informing tenants that the rental property is subject to the just cause eviction requirements and rent caps. This addendum must be used with any tenancy starting or renewing on or after July 1, 2020. This Addendum must be signed by the landlord and all tenants to include this notice as part of the rental agreement.

F47 – Addendum for Properties Exempt from California Civil Code §1947.12 and §1946.2 (1/20)

The *Addendum Notice* informs tenants that the rental property is exempt from AB1482 rent caps and just cause requirements, but, must be included with any tenancy starting or renewing on or after July 1, 2020. This *Addendum* must be signed by the landlord and all tenants to provide this notice as part of the rental agreement.

F48 – Addendum for Owner Intent to Occupy (Properties Subject to California Civil Code §1947.12 and §1946.2) (1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. An owner’s intent to occupy the unit, including the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents, as authorized by law, is an allowed reason for termination. For a tenancy that starts or renews on or after July 1, 2020, the notification must be provided as an addendum to the lease or rental agreement otherwise an owner will not be allowed to use the owner move-in termination if the tenant does not agree. This addendum can be used to add the owner move-in provision to the lease or rental agreement.

F. NOTICES FOR USE DURING THE TENANCY

F50 – Notice of Change in Terms of Tenancy (Rent Increase): (rev. 8/20)

For properties exempt from state and local rent control, If this rent increase plus all rent increases during the prior 12 months has been increased by a cumulative amount over 10%, this rent increase notice will be effective in 90 days. Increase under 10% will be effective in 30 days.

[California Civil Code section 827] [Code of Civil Procedure 1013] [California Civil Code 1785.26(c)(2)]

F51 – Notice of Change in Terms of Tenancy (Other than Rent): (rev. 9/16)

Used to modify a month-to-month rental agreement any way other than rent. Takes affect thirty (30) days after service unless otherwise indicated by Landlord.

[California Civil Code section 827] [Code of Civil Procedure 1162] [California Civil Code 1785.26(c)(2)]

F51A – Notice of Change in Terms of Tenancy (Owner Move-in Provision): (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. An owner’s intent to occupy the unit, including the owner’s spouse, domestic partner, children, grandchildren, parent, or grandparents, as authorized by law, is an allowed reason for termination. For a tenancy that starts on renews on or after July 1, 2020, the notification must be provided as an addendum to the lease or rental agreement or otherwise an owner will not be able to use the owner move-in provision to the agreement.

F52 – Notice to Enter Dwelling Unit: (rev. 9/16)

Used to notify Resident of Landlord’s intent to enter their unit. Entrance is limited to reasons stated in notice and must be posted at least 24 hours in advance of entering.

[California Civil Code section 1954] [California Code of Civil Procedure section 1162]

F54 – Third Party Acknowledgement for Payment of Rent (12/19)

Use this form to accept third-party payments on behalf of the tenant while restricting the payer from creating a new tenancy. This form allow a single payment or all payments made associated with the above-identified premises so long as those premises are occupied by any of the current occupants

F54A – Deferred Payment Agreement Addendum (COVID-19) (new 4/20)

For use by landlords arranging repayment of deferred rents from tenant’s experiencing a loss of income directly attributable to COVID-19. This addendum records current and owed rents as well as assigning schedule for rent re-payment. Do **not** use this form with rental properties located in the City of Los Angeles. Tenant repayments in Los Angeles are arranged by HCIDLA.

F55 – Proposition 65 Annual Notice (12/19)

Used to provide Proposition 65 notice to tenant(s)/occupant(s) prior to establishing tenancy and to notify all tenant/occupants annually. This form can be included in the original rental agreement as well as being served to the tenant(s)/occupant(s) annually as required by Proposition 65 regulation.

F56 – Notice for Properties Subject to California Civil Code §1947.12 and §1946.2 (1/20)

Use this form to notify existing residents that the rental property is subject to AB1482 regulations or will be once the age of the certificate of occupancy exceeds 15 years. The notice informs the tenant of their rights under Civil Code Section 1946.2 (Just Cause Terminations) and 1947.12 (Rent Cap) components of AB1482.

F57 – Notice of Exemption From California Civil Code §1947.12 and §1946.2 (1/20)

Use this form to notify existing residents that the rental property is not subject to AB1482 regulations because it is separately alienable. This includes properties not limited to non-corporate single-family homes/condos/townhouse (residential real property that is alienable separate from the title to any other dwelling unit) are exempt from AB1482 if (1) the owner is not a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation and (2) the owner provides the tenant with a written notice of the exemption.

F58B – COVID-19 Tenant Questionnaire (4/20)

Tenants whose incomes are directly affected by the COVID-19 pandemic must provide proof of their inability to pay rent. The COVID-19 Tenant Questionnaire allows the landlord to record the way in which the households inability to pay is related to COVID-19 pandemic, when they experience this decrease in income, and whether they have applied for any government assistance, and if so how much.

F58E – Notice to Tenant Extension of COVID-19 Tenant Relief Act (March 1, 2020 through September 30, 2021 (7/21))

IF you have any tenant that has not paid rent who as of July 1, 2021 has not paid rent that was due on and after March 1, 2020, this NEW notice must be delivered to tenants even if you provided any notices required by previous legislation. This form is a requirement under the extension of the COVID-19 Tenant Relief Act, extending statewide eviction moratorium, and other tenant protections, through September 30, 2021.

F59 – Notice of Expiration of Fixed Term Lease & Renewal Offer (Properties Subject to California Civil Code §1947.12 and §1946.2) (3/20)

Use this form for 1) rental properties subject to California Civil Code §1947.12 and §1946.2 and 2) a fixed term agreement under which the lease expires at the end of the term. To execute another fixed term lease of similar duration, you can use this form to make that offer. Accepting rent from the Resident after the end of the lease will establish a month-to-month tenancy under the terms of the old lease agreement. This form includes the **Lease Renewal Addendum** used to renew the lease agreement and the **Notice of Resident(s) Non-Renewal of Lease** used by the resident to decline the Landlord's renewal offer.

G. FORMS FOR USE DURING SALE PROCESS – These forms should be used during the escrow period of any real estate transaction to ensure that the new owner has all Rental Agreements and records, and that the disposition of all security deposits is documented.

F60 – Resident's Certification of Terms - Estoppel Certificate: (rev. 9/16)

Used by a new Landlord to verify tenancies in the unit. Completed by the residents to verify amount of rent, names of occupants and to confirm other terms in their Rental Agreement, if any.
[California Code of Civil Procedure section 1162]

F61 – Transfer of Security Deposit: (rev. 9/16)

For use when you sell your rental property and wish to be released from any claims to the security deposit, either as a result of the deposit being transferred to new owner or returned to the Resident.
[California Civil Code section 1950.5]

H. EVICITION NOTICES – These forms are pre-eviction notices. An unlawful detainer action may be initiated after any notice expires and the Resident fails to comply.

F69 – Resident Payment Proposal: (new 9/16)

If Resident falls behind on their financial commitment (i.e., late rents, other fees, etc.) this form is an important agreement between the Resident and the Property manager – prior to filing the eviction. It confirms that there are no pending maintenance issues (i.e., describes the reason for not paying rent).

F70 – 3-Day Notice to Pay Rent or Quit: (rev. 1/20)

If Resident fails to pay rent when due, the Landlord may, on the following day, serve notice to request the rent be paid or the Resident vacate. Notice may only contain past due rent; no other charges may be included. After notice expires and Resident does not comply, Landlord may initiate an Unlawful Detainer action (Eviction) without serving any other notice.

[California Code of Civil Procedure section 1162]

[California Code of Civil Procedure section 1161(2)] [*California Civil Code* section 1785.26(c)(2)]

F70A – 3-Day Notice of Violation of Material Term of Lease or Rental Agreement – With Opportunity to Cure (Properties Subject to California Civil Code §1947.12 and §1946.2 (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. This notice is served on a resident who is in violation of one or more of the terms of the rental agreement and notifies the tenant that the violation must be cured within 3 days or the property surrendered. A breach of a material terms of the lease is an allowed reason for termination.

F70B – 3-Day Notice to Pay Rent or Quit (Monetary Breach) Payment due on or after October 1, 2021 through March 31, 2022 (10/21)

In accordance with the COVID-19 Rental Housing Recovery Act, the following 3-Day Notice to Pay Rent or Quit must be used for rent payments due on or after October 1, 2021 through March 31, 2022. If the tenancy has commenced on or after October 1, 2021, the landlord will not use this form for non-payment of rent, and instead use our standard 3-Day Notice to Pay Rent or Quit, Form 70

F71 – 3-Day Notice to Perform Conditions and/or Covenants or Quit: (rev. 9/16)

If Resident fails to comply with terms of the Rental Agreement, the Landlord may serve notice to request Resident comply or vacate the unit. After notice expires and Resident does not comply, Landlord may initiate an unlawful Detainer Action (Eviction) without serving any other notice.

[California Code of Civil Procedure section 1161(3)] [California Code of Civil Procedure section 1162]

F71A – 3-Day Notice of Violation of Material Terms of Lease or Rental Agreement – With Opportunity to Cure for MONETARY BREACH (Properties Subject to California Civil Code §1947.12 and §1946.2 (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. This notice is served when a Resident has failed to pay amounts other than rent is violation of a rental or lease agreement. This notice informs the resident that the amount(s) must be paid within 3 days or the property surrendered. A breach of a material term of the rental agreement or lease is an allowed reason for termination.

F71B – 3-Day Notice to Perform – Denial of Access (Properties Subject to California Civil Code §1947.12 and §1946.2) (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. This form is served to a resident who is refusing to allow the owner to enter the residential real property as authorized by law. This notice informs the residents that they must either cure the violation within three days. The tenant’s refusal to allow the owner to enter the residential real property as authorized by law is an allowed reason for termination.

F72 – 3-Day Notice to Quit: (rev. 9/16)

To be used only in the event of gross negligence or non-curable defaults of the Rental Agreement. Usually used when there is criminal activity of some sort. Be cautious when using this notice, as the Courts carefully scrutinize. ***It is suggested that you seek advice of an attorney before using.***
[California Code of Civil Procedure section 1161(4)] [California Code of Civil Procedure section 1162]

F72A– 3-Day Notice to Quit Without Opportunity to Cure – Termination for Breach of Covenants (Properties Subject to California Civil Code §1947.12 and §1946.2): (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. If your property is subject to California Civil Code §1947.12 and §1946.2 this form must be served after the resident has failed to comply with a prior three day notice to cure for a just cause that is a curable lease violation.

F73 – Notice to Terminate Tenancy: (rev. 9/16)

To be used only with month-to-month tenancy when Landlord wishes to terminate the tenancy. Generally, no reason or cause is required unless resident is under Rent Control or Sec. 8. If Resident fails to comply after notice period, Landlord may initiate an Unlawful Detainer action (Eviction) without Serving any other notice.
[California Civil Code section 1946] [California Civil Code section 1785.26(c)(2)] [California Code of Civil Procedure section 1162]

F73A – Notice to Terminate Tenancy – Sale of Property: (rev. 9/16)

To be used only with month-to-month tenancy when Landlord wishes to terminate the tenancy due to sale of property.
[California Civil Code section 1946.1(d)] [California Civil Code section 1785.26(c)(2)] [California Code of Civil Procedure section 1162]

F73B – Notice of Termination – Substantial Remodeling (Properties Subject to California Civil Code §1947.12 and §1946.2): (rev. 1/20)

For rental properties subject to Properties Subject to California Civil Code §1947.12 and §1946.2, use this notice to inform residents of landlords intent to substantially remodel the property cannot be reasonable accomplished in a safe manner with the tenant in place and requires tenant to vacate for at least 30-days. This notice will terminate tenancy at the expiration of at least sixty days.

F73C – Notice of Termination – Owner Intent to Occupy (Properties Subject to California Civil Code §1947.12 and §1946.2): (rev. 1/20)

Effective January 1, 2020 California Civil Code §1947.12 and §1946.2 will impose rent caps on most residential rental properties in California as well as “just cause” eviction requirements. This notice is served to allow the Landlord to regain possession from a Resident who is on a month-to-month tenancy or when a fixed term lease expires if it is the owner’s intent to occupy the unit, including the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents, as authorized by California Civil Code §1947.12 and §1946.2.

F73D – 15-Day Notice to Pay Rent or Quit & Tenant Declaration of COVID-19 Financial Distress (Protected Time Period, March 1, 2020 Through August 31, 2020): – Owner Intent to Occupy (Properties Subject to California Civil Code §1947.12 and §1946.2): (10/20)

On August 31, 2020, the California Legislature passed AB3088, which provides specific protections to renters who are unable to pay rent for one or more months between March 1, 2020 and January 31, 2021. Landlords/Agents must serve form F53C, AB3088 Informational Notice, prior to or concurrently with this 15-Day Notice to Pay Rent or Quit for the period between March 1, 2020 Through August 31, 2020.

F73E – 15-Day Notice to Pay Rent or Quit & Tenant Declaration (Transition Period, September 1, 2020 Through September 30, 2021) (rev. 10/20)

In accordance with AB832, property owners can use this 15-Day Notice to Pay Rent or Quit for unpaid rent that came due between September 1, 2020 through September 30, 2021. Furthermore, the following 15-Day Notice to Pay Rent or Quit provides tenant(s) with a blank copy of the Declaration of COVID-19 Related Financial Distress

F74 – Resident's 30-Day Notice to Vacate: (rev. 9/16)

Resident's notice to Landlord indicating that they will be terminating the rental agreement and vacating the premises. Effective 30 days after receipt by Landlord.
[California Civil Code section 1946]

F75 – Acknowledgment of Resident's Notice to Vacate: (rev. 9/16)

Use upon receipt of Resident's notice to terminate, either verbal or written, in order to comply with requirement to notify the Resident, in writing, of their right to request a pre-move out inspection and a method to contact you to set up a time and date for the inspection.

F76 – Extension to Notice to Terminate Tenancy: (rev. 9/16)

To be used when Landlord has agreed to an extension of an existing Notice to Terminate. Only valid if all Residents and Landlord sign the extension.
[California Civil Code section 1946]

F77 – Instructions for Pre-Move Out Inspection: (rev. 9/16)

Instructions on the legal procedures for notifying and conducting a pre-move out inspection.

F78 – Confirmation of Pre-Move Out Inspection: (rev. 9/16)

If vacating Resident requests a Pre-Move Out Inspection, at least 48 hours prior to inspection, you must notify the Resident, in writing, of the time and date set for the inspection.

F79 – Pre-Move Out Inspection Checklist: (rev. 9/16)

At the time of the inspection, Landlord must give the Resident an itemized statement of repairs that could result in deduction from their deposit, with the intent that the Resident could make the repairs and avoid deductions from their deposit. You must make 2 copies; the Landlord must either hand a copy to the Resident or leave a copy in the premises at the time of the inspection.
[California Civil Code 1950.5(b)(1)(2)(3)]

I. FORMS USED AFTER THE RESIDENT VACATES

F80 – Security Deposit Accounting Statement: (rev. 9/16)

Required for Landlord to provide a written accounting of what they did with a Resident's security deposit. Must be completed and sent within 21 days of a Resident vacating.
[California Civil Code section 1950.5] California Civil Code section 1785.26(c)(2)

F81 – Instruction for the Abandonment Notices: (rev. 9/16)

Instructions on what to do when a Resident abandons the unit or vacates leaving personal property in the premises.

F82 – Notice of Belief of Abandonment of Real Property: (rev. 9/16)

Notice used when the rent is unpaid for 14 consecutive days and the Landlord has a good-faith belief that the Resident has abandoned the premises.

[California Civil Code sections 1951.3, 1951.2 and 1984]

F83 – Notice of Right to Reclaim Abandoned Personal Property: (rev. 9/16)

Notice used when a Resident vacates the unit and has left behind personal property in the premises.

[Civil Code Section 1988]

F84 – Notice of Sale of Abandoned Personal Property: (rev. 9/16)

If abandoned personal property is valued over \$700 and the notice period has run, Landlord must publish notice of sale.

[California Civil Code section 1988]

J. MISCELLANEOUS FORMS – These forms may be handy tools for use on your rental property.

F90 – Maintenance and Repair Request: (rev. 9/16)

For Resident to complete to notify Landlord of maintenance and repair requests and for Landlord to track progress.

F91 – Incident Report: (rev. 9/16)

Use to document incidents in and around the property and record information to be used for serving notices and as proof in court.

F92 – Daily Pro-ration Table: (rev. 9/16)

To help calculate daily rent.

F93 – Instructions for Requests for Accommodation/Modification: (rev. 9/16)

Instructions to be used with Forms F93 thru F97

F94 – Request for a Reasonable Accommodation: (rev. 9/16)

F95 – Request for a Reasonable Modification: (rev. 9/16)

F96 – Verification of Status as a Person with Disability (rev. 9/16)

F97 – Approval-Denial of Request for Accommodation etc. (rev. 9/16)

K. Forms for Purchase – These forms are not available on the Internet. **Call AACSC** to buy.

B16 – Lead Booklet – *Protect Your Family From Lead in Your Home (EPA)*

Required by law to be given to each new tenancy, as well as when repairs/alterations in excess of 2 square feet are made to any interior wall or in excess of 20 continuous feet are made to any exterior wall. Cost: 75¢ each.

B17 – Lead Booklet – *The Lead-Safe Certified Guide to Renovate Right (EPA)*

Required by law to be given prior to beginning lead/construction projects. Cost: 75¢ each.

UNAUTHORIZED USE PROHIBITED

For Members Only

Apartment Association,
California Southern Cities

Approved Form #F0A – 11/21

