

## BOARDING HOUSE TENANCY AGREEMENT

- I. THE PARTIES. This Boarding house tenancy agreement ("Agreement") is made this \_\_\_\_\_, 20\_\_\_\_, by and between: The Landlord \_\_\_\_\_ and the tenant \_\_\_\_\_. It is recognized that the property is owned by: Landlord: \_\_\_\_\_ ("Landlord"). The landlord and tenant agree to abide by this Agreement and any other written agreements made in connection with the residing on the Premises.
- II. PREMISES. The residence in this Agreement is described as:  
Address: \_\_\_\_\_  
Bedrooms: 3  
Bathrooms: 3  
Common Areas: *Front family room, kitchen, basement, all outdoor locations*  
Private Areas: *bedrooms, bathrooms, rear family room, cottage*  
The above-described property shall be known as the "Premises."
- III. TERM. This Agreement shall be considered a Lease. \_\_\_\_\_ shall be allowed to occupy the Premises starting on \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_.
- IV. EARLY TERMINATION BY TENANT. The tenant may, upon 15 day written notice to the landlord, terminate this agreement provided that the tenant pays the landlord a termination charge of 500 dollars or the maximum allowable by law, whichever is less. The termination charge will be in addition to all rent due up to the termination day. \_\_\_\_\_ ***tenant's initials***
- V. EARLY TERMINATION BY LANDLORD. Without cause, the landlord may, upon 30-day written notice to the tenant, terminate this agreement provided that the landlord pays the tenant a termination charge of 500 dollars. Refusing to accept the termination charge is not grounds to avoid early termination. The landlord is not required to pay the early termination charge if there is cause for eviction.
- VI. DUE DATE. All rent shall be paid by the **first of each month**.
- VII. **RENT (\$)**. The tenant will pay the following amount by the due date:  
\_\_\_\_\_ will pay \_\_\_\_\_ on or before the due date.  
The aforementioned amount and due date shall be known as the "Rent."
- VIII. PRORATION PERIOD. \_\_\_\_\_ will move-in on \_\_\_\_\_. As a result, the first month's rent will be prorated to \$xxxx.
- IX. FIRST MONTH PRE-PAYMENT. \_\_\_\_\_ shall Pre-Pay the prorated rent of \$ \_\_\_\_\_ upon the execution of this Agreement.
- X. PAYMENT INSTRUCTIONS. Rent shall be paid in the following manner: **Cash, Check, or electronic transfer**.
- XI. LATE FEE. If the tenant does not pay \$1,150 by the Due Date: A Late Fee of \$ 50 shall be applied after rent is more than 3 day(s) late.

- XII. SECURITY DEPOSIT. The tenant will pay \_\_\_\_\_ a security deposit in an amount equal to \$500. The Security Deposit shall be held for the faithful performance of the terms and conditions of this Agreement. Payment of the Security Deposit is due by \_\_\_\_\_. This Security Deposit shall not be credited towards rent or termination fees unless the Landlord gives written consent.
- XIII. RETURNING SECURITY DEPOSIT. The Security Deposit shall be returned to the tenant within 21 days after the end of the Term less any itemized deductions. The tenant is responsible for providing the Landlord their forwarding address.
- XIV. SPECIFIC ROOMS. Each boarder will occupy specific bedrooms. \_\_\_\_\_ is leasing the xxxxxx bedroom and bathroom.
- XV. NO SUBLETTING: The tenant shall not sublet any part of the premises.
- XVI. HOUSE RULES. The current house rules are attached to this agreement and may be changed as needed by the landlord. The tenant agrees to abide by the house rules.
- XVII. CLEANING. A housekeeper will not be hired to maintain common areas.
- XVIII. AUDIO AND VIDEO RECORDING. The exterior of the house has cameras that record audio and video. By signing this tenancy agreement, the tenant agrees to this type of recording on the outside of the home. There are no cameras on the inside of the home, however there are Alexa smart devices that are constantly listening for commands.
- XIX. UTILITIES & SERVICES. The landlord will fully pay the following utilities and services:
- Electric & gas
  - Water/Sewer
  - Internet
  - Garbage
- XX. HOUSEHOLD SUPPLIES. The landlord will provide the following household supplies when requested:
- cleaning fluids and cleaning items
  - dish detergent
  - plastic trash bags
  - scrub brushes
- XXI. PERSONAL PROPERTY. The tenant agrees to not use or borrow other boarder's personal items without the approval of the person who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the boarder who owns the property retains the right to change their mind about sharing their personal property. Any personal property that is borrowed should be used respectfully and returned in the same condition. If any damage is done to someone's personal property, the boarder(s) responsible for causing the damage will compensate the owner for their loss.
- XXII. ROOM FURNISHINGS:
- The tenant's rent payment includes the use of the following bedroom furnishings:

- Bed and bed frame
- Dressers
- Desk
- Chair
- Mattress
- Pillow and pillow cover
- Bed sheets and blanket
- TV with remote

XXIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXIV. GOVERNING LAW. This Agreement shall be governed under the laws in the State of California.

XXV. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the landlord and the tenant. This Agreement replaces all previous discussions, understandings, and oral agreements. The landlord and tenant agree to the terms and conditions and shall be bound until the end of the Term.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Notice: 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." (Cal. Civ. Code § 2079.10a.)*

## **BOARDING HOUSE RULES**

### **Boarding houses description.**

In a boarding house, a tenant rents a room, rather than the whole house. They share facilities such as the kitchen and laundry room with the other tenants.

The landlord of a boarding house is allowed to make house rules. These set out how the boarding house can be used and enjoyed, and what services will be provided. The landlord can change the rules at any time but must give each tenant at least seven days' written notice of the new rules.

### **CLEANING**

As a boarder you are required to keep your room clean, do your own dishes and clean up after yourself in the common areas. All cleaning products are supplied upon request.

### **RENT**

- Pay your rent as described in the tenancy agreement.
- Overdue rent payments may start the eviction process.

### **VACATING**

- Please provide 30 day notice before vacating.
- Leave your room clean and tidy and return the key(s).
- Provide your mailing address when you vacate so your security deposit can be returned.

### **OVERNIGHT GUESTS**

- Overnight guests may stay up to two consecutive nights not to exceed 6 nights per month.
- Advanced notice is required for all overnight guests.
- For safety reasons, names of all overnight guests must be provided to the landlord in advance

### **GENERAL RULES OF CONDUCT**

- The Resident is responsible for the behavior/ conduct of their guests while on the property
- Only people whose names appear on the contract may live at the premises.
- Guests are allowed. For everyone's safety, please notify the landlord in advance who is in the building overnight.
- Advanced notice is required before having an overnight guest
- Tenants involved in fighting will be evicted
- Harassment of any form will not be tolerated and may result in eviction
- All tenants must be respectful of other people's property.

## **ROOM FITTINGS/ FURNISHINGS**

- The residents shall accept responsibility for their room and all its contents
- Rooms are to be kept in a sanitary condition. i.e. return all dirty dishes to the kitchen.
- You may be liable for the repairs or replacement of any damage you cause
- The resident shall not paint, deface, or make any alterations to the rooms
- Permission must be received from the landlord prior to attaching anything to the walls

## **COMMUNAL AREAS AND FACILITIES**

- Communal areas are defined as all areas that tenants have access to that is not a bedroom or bathroom, or the cottage.
- Please do not leave cooking unattended in kitchens.
- Please keep all communal areas clean.
- No cooking in rooms.

## **DRUGS AND ALCOHOL POLICY**

- No smoking indoors or within 25 feet of an entrance.
- No illegal substance including Marijuana and THC.
- Marijuana use, storage and growth is prohibited at all times.
- Butts and ash must be disposed of by the smoker.
- Vaping must not contain THC or any other Federally controlled substance.
- Excessive drinking may be considered breach of other tenant's quiet enjoyment
- Drugs and any other illegal substances are prohibited on the premises.

## **SECURITY**

- You are responsible for your own personal property. Please purchase renters insurance.
- Video and audio recording is done outside the home. (front, back and side yards)
- No audio or video recording is done inside the home
- Alexa smart devices are used, which constantly listen to audio inside the home.

## **FAIR USE POLICY**

- Be courteous of fellow tenants, the communal items are there for everyone's use and enjoyment.

## **INSPECTIONS**

- Access may be required for maintenance, inspections or safety checks.
- You will get 24 hours' notice via text message/email of management requiring access to your room. Please let us know if your contact details change during your tenancy
- If you wish to be present during the access, then please let the landlord know in advance so a specific time can be arranged.