

California Room Rental Agreement

General template, not legal advice. Have a California attorney review before use. Last reviewed October 29, 2026.

This Room Rental Agreement (the "Agreement") is made on _____ (Date signed) between the owner or main tenant of the home (the "Landlord") and the person renting a room (the "Renter"). The home is located in California, and the law of that state governs this Agreement.

1. Parties

Landlord full name

Landlord phone and email

Renter full name

Renter phone and email

Renter emergency contact

Does the Landlord live in the home: yes or no

If the Landlord is a tenant rather than the owner, the Landlord confirms the owner has approved renting this room in writing, and this Agreement works as a sublease subject to the main lease.

2. The room and shared areas

The Renter has private use of _____ (Room description, such as the northeast bedroom) at _____ (Property address), and shared use of _____ (Shared areas such as kitchen, living room, bathroom, laundry, yard). Areas the Renter may not use: _____ (Off-limits areas). Furniture in the room: _____ (Furniture provided). Parking: _____ (Parking arrangement).

3. Term

This Agreement starts on _____ (Start date) and _____ (Ends on a fixed date, or continues month to month). If month to month, either party may end it with at least _____ (Notice period in days) days' written notice, or any longer notice California law requires.

Notice to end a month-to-month tenancy in California: A tenant on a month-to-month agreement gives at least 30 days of written notice; a landlord gives 30 or 60 days depending on how long the tenant has lived there. (Civil Code sections 1946 and 1946.1)

4. Rent

Rent is \$_____ (Monthly rent) per month, due on the _____ (Due day) day of the month, paid by _____ (Payment method). A late charge of \$_____ (Late charge) applies after _____ (Grace period in days) days, to the extent allowed by law.

5. Utilities and household costs

Utilities are _____ (Included in rent, or split). If split, the Renter pays _____ (Renter's share as a percentage or fixed amount) of these bills within _____ (Days) days after the Landlord shares a copy of the bill: _____ (Bills that are split). Shared supplies such as cleaning products and paper goods are handled as follows: _____ (Shared supplies arrangement).

6. Security deposit

The Renter pays a security deposit of \$_____ (Security deposit amount). After move-out, the Landlord returns it less unpaid rent, unpaid shared bills, and the cost to repair damage beyond normal wear and tear, with an itemized list, within the time California law requires.

Deposit limit in California: Most landlords may collect no more than one month of rent as a deposit, while a small landlord (a person or family LLC owning no more than two properties with four units in total) may collect up to two months. (Civil Code section 1950.5 (as amended by AB 12, 2023))

Deposit return deadline in California: The landlord must return the deposit, minus any lawful deductions, within 21 days after the tenant moves out. (Civil Code section 1950.5)

7. House rules

- ☐ Quiet hours from _____ (Quiet hours start) to _____ (Quiet hours end)
- ☐ Overnight guests up to _____ (Nights per month) nights a month, with notice to housemates
- ☐ Smoking and vaping: _____ (House smoking rule)
- ☐ Pets: _____ (House pet rule)
- ☐ Kitchen: clean up after each use, label personal food
- ☐ Cleaning rota for shared areas: _____ (Cleaning schedule)
- ☐ Thermostat and energy use: _____ (Thermostat rule)
- ☐ No illegal drugs or activity in the home

8. Privacy and entry

The Landlord will not enter the Renter's room except with the Renter's permission, after giving the advance notice California law requires for repairs or inspections, or in an emergency. The Renter may lock the room door, and the Landlord keeps a key for emergencies only.

Entry notice in California: Landlords must give reasonable written notice before entering, and 24 hours is presumed reasonable (6 days if the notice is mailed), except in emergencies. (Civil Code section 1954)

9. Care and repairs

The Landlord keeps the home safe and in good repair. The Renter keeps the room clean, reports problems promptly, and pays for damage the Renter or the Renter's guests cause.

10. Ending this Agreement for a breach

If the Renter does not pay rent or seriously breaks the house rules, the Landlord may give written notice as California law allows. The Landlord will not lock the Renter out, remove belongings, or cut services to force a move. Some states treat a renter who shares living space with the owner differently from other tenants; check the rule before acting.

11. Moving out

On move-out the Renter removes all belongings, cleans the room and any shared areas they used, returns every key, and gives a forwarding address in writing.

12. General terms

This Agreement is the whole agreement between the parties. Changes must be in writing and signed by both. Electronic signatures count as originals.

13. Signatures

Landlord signature

Printed name

Date

Renter signature

Printed name

Date

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