WHAT TO KNOW BEFORE SIGNING A LEASE

What does it mean to be Jointly and Severally Liable?

When roommates sign a lease together, you are all responsible for covering the rent for one another. It is called jointly and severally liable. Each tenant is jointly and severally liable for all obligations under a lease. The language "joint and several" means if more than one person has signed the lease as a tenant, then any and all other tenants collectively are fully responsible for fulfilling (including full payment of rent) all the conditions of this lease, except where expressly otherwise agreed, and regardless of whether the particular signatory has vacated the premises. Each tenant remains bound to all the terms and conditions of the lease until this lease is terminated, or unless the landlord in writing releases a tenant.

Can a landlord change the terms of a lease?

Generally, not during the term of a lease. All leases should have a clause explaining what may constitute a legal amendment to the current lease including the adoption of additional rules and regulations as limited by the language of the lease. Always request a written explanation from your landlord and/or seek legal advice if you believe a lease has been altered during the term of the lease.

What do I do if a landlord insists on changing the terms of a lease during the lease term and the lease does not specifically authorize a change?

A change to the lease can only be made with the tenant's consent**.** If the tenant and landlord both agree to the change, the parties can either execute a new lease or rental agreement that includes the new clause, or amend the existing lease or rental agreement.

If the tenant will not agree to the change, the landlord cannot change the lease during a fixed term. However, when the fixed term lease ends, the landlord can make the change, either through a new/renewal lease, or if the tenant is to continue on a month-to-month basis, with a 30-day notice of change of terms of tenancy. If the change is a rent increase of more than 10% (when combined with all other rent increases in the last year), a 90-day notice of change of terms of tenancy is required.

The rules above apply to residential tenancies generally. Different rules apply to mobile home tenancies and floating home marina tenancies.

What happens if a tenant fails to comply with a notice of change of terms of tenancy after they have received the proper notification?

If the landlord serves a notice of change of terms of tenancy and the tenant fails to comply after expiration of the notice period, a landlord may serve an appropriate notice (either a notice to pay rent or quit or a notice to perform covenant or quit). If the tenant fails to comply with the notice, the next step is eviction.

I am a tenant and I want to break my lease; what should I do?

A signed lease is a legally binding contract. Read the terms of the lease. Also, refer to the California Tenants' Handbook to understand your obligations. Some guidelines are:

- If you have not yet taken possession of the rental unit advise the landlord in writing of your request. The landlord may have a wait list or a prospective tenant with whom you may arrange a lease assignment with the landlord's permission.

- You can be held liable for the remainder of the lease. Consult with the landlord about your options for subletting or assigning the lease to another qualified tenant.

- Always put your request in writing and request a response from the landlord in writing.

In California, there are only a few scenarios where renters are allowed to break their lease early without a landlord's agreement. According to state and federal law, you can definitely terminate your lease if:

- You are entering active military duty
- Your landlord has refused to make a major repair and your rental has become uninhabitable
- You are the victim of domestic violence, stalking, or sexual assault
- Your landlord has violated your privacy or harassed you

Can my landlord charge an early termination fee to break the lease?

Yes, but California landlords can only demand an amount equal to their *actual costs* related to you moving out early. This is limited to the following:

- The rent remaining on the lease (until the landlord is able to re-rent the property, since they are required to mitigate damages)

- The costs associated with re-renting the property (typically advertising)

- Any difference in the monthly rent between the original tenant and the new tenant for the rest of the lease term (if the landlord had to lower the price to re-rent)

If the tenants and the landlord agree to add a co-tenant to the lease, should a new lease be signed or can we add an addendum?

Both a new lease and a lease addendum provide the same legal formality. The important thing is if you do an addendum, it must clarify that the terms of the lease apply to all tenants living at the property. From the landlord's point of view, this is far more than a formality, as it makes the new arrival a co-tenant who is 100% responsible for rent and any property damage. A new lease also provides this protection. It is also desirable from the tenant's perspective, because it makes it completely clear that your new roommate shares the same legal rights and responsibilities.