



TENANT OCCUPIED PROPERTY ADDENDUM
 (With RPA when selling Tenant occupied properties OR with RIPA when
 requesting occupied units be vacant)
 (C.A.R. Form TOPA, Revised 6/26)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. _____, ☐ Other **FOR REAR UNIT KNOWN AS: 14108**
HATTERAS ST, VAN NUYS, CA 91401, ("Agreement"), dated _____,
 on property known as **5759 Hazeltine Avenue, Van Nuys, CA 91401** ("Property"),
 between _____ ("Buyer"),
 and **Jacqueline M Rohr, Gregg C Miner** ("Seller").

Buyer and Seller are referred to as the "Parties." For the purpose of this Tenant Occupied Property Addendum, the term **"Tenant" shall mean any adult person, other than Seller, who is occupying the Property, whether or not that occupant is paying rent.**

1. **A. TENANT(S) TO REMAIN IN POSSESSION:** Buyer shall take Property subject to the rights of existing Tenant(s), and under the terms and conditions specified in paragraph 2.

OR **B. ☐ PROPERTY (OR UNIT(S)) TO BE DELIVERED VACANT:**

- (1) The Property (or Unit(s)) _____ shall be delivered vacant, without existing Tenant(s).
- (2) If Seller, after exercise of good faith attempts and subject to applicable Law, is unable to remove existing Tenant(s) by Close Of Escrow (or ☐ 5 Days prior to COE): (i) Buyer may cancel this Agreement and Buyer's sole remedy shall be return of deposit(s) and Buyer's reasonable out-of-pocket expenses for inspection reports and appraisal fees under the Agreement, ☐ which total amount shall be no more than \$ _____; or (ii) Buyer may elect to proceed with the transaction with the Tenant(s) in possession, and in doing so, Buyer will be waiving any claim for other damages or compensation arising out of the Tenant(s) remaining in possession.
- (3) If Seller is able to remove existing Tenants prior to Close Of Escrow, Seller, as applicable, shall disclose to Buyer: (i) when the Property became vacant; (ii) whether the Tenant vacated voluntarily, and if so, whether Seller paid the Tenant to leave; (iii) whether Seller filed a lawsuit (unlawful detainer) to attempt to evict the Tenant, and if so, whether the lawsuit ended in a judgment.
- (4) Seller, within 5 (or _____) Days prior to Close Of Escrow, shall Deliver to Buyer the names of all adult occupants residing in the Property (other than Seller) who are known to Seller OR ☐ the following are the names of all adult occupants (other than Seller) who are known to Seller: _____.
- (5) Even if, pursuant to the Agreement, Seller remains in possession after Close Of Escrow, no Tenant(s) shall remain, except: _____.

OR **C. ☐ BUYER IS A TENANT IN PROPERTY**

- (1) Buyer occupies the Property (or Unit(s)) _____. Paragraph 2 of this TOPA form shall not apply for the Property (or Unit(s)) occupied by Buyer.
- (2) **Security Deposit:**
 - (A) Seller shall transfer to Buyer, through escrow, (i) all unused Tenant(s) deposits, if any, and (ii) all prepaid but unearned rents, if any, prorated as of Close Of Escrow.
 - OR (B) _____.
- (3) For any units not occupied by Buyer, all other terms of this TOPA shall apply.

2. **TENANT REMAINING IN POSSESSION ADDITIONAL TERMS:**

- A. ASSIGNMENT OF TENANCIES:** Upon Close Of Escrow, Seller assigns all rights under any existing leases, rental agreements, or tenancies to Buyer. This does not relieve the Seller of any contractual obligations under the Agreement.
- B. TENANT DEPOSITS AND UNEARNED RENT:** Seller shall transfer to Buyer, through escrow, (i) all unused Tenant(s) deposits, if any, and (ii) all prepaid but unearned rents, if any, prorated as of Close Of Escrow. Seller shall disclose to Buyer any Tenant delinquencies. ☐ Seller shall credit Buyer for any delinquent rent, prorated as of Close Of Escrow.
- C. GOVERNMENT COMPLIANCE:** No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, the maximum number of persons who can lawfully occupy the Property, or the ability of Buyer to remove any Tenant(s) from possession. Buyer is advised to carefully read and consider Rent Cap and Just Cause Addendum (C.A.R. Form RCJC-TOPA) which may impact Buyer's and Tenant(s)' rights and obligations under the Law. If attached, the RCJC-TOPA form is for informational purposes unless the Parties request it be added to the lease agreement. It is not required to be filled out by Buyer and Seller. Buyer is advised to review the form and verify that its terms are incorporated into any leases Buyer is assuming. The law described in the RCJC-TOPA may apply even if the property is intended to be delivered vacant, if the occupant does not vacate at Close Of Escrow. The application of the Tenant Protection Act to Buyer and Seller may be different depending on how each holds title to the Property. Buyer is advised that local ordinances may also affect Buyer's and Tenant(s)' rights and obligations.

D. ADDENDA AND OTHER DOCUMENTS:

- ☒ Rent Cap and Just Cause Addendum - Tenant Occupied Property Addendum (C.A.R. Form RCJC-TOPA)
☒ Rental Property Owner Advisory (C.A.R. Form RPOA)
☐ Other _____

E. PROPOSED CHANGES:

- (1) Seller shall give Buyer written notice of (i) any changes to existing leases or tenancies; (ii) new agreements to lease or rent; or (iii) changes to the status of the condition of the Property ("Proposed Changes") at least 7 (or _____) Days prior to any Proposed Changes.
- (2) Buyer shall, within 5 (or _____) Days after receipt of notice of Proposed Changes, give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.

F. PERSONAL PROPERTY INCLUDED IN SALE:

- (1) A complete list of all personal Property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified for Delivery of Documents in the Agreement.



- (2) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (3) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof and insurance proceeds.

G. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE: Within the time specified in the Agreement for Seller Delivery of Documents, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following:

- (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of Tenant(s), rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- (2) ☐ **INCOME AND EXPENSE STATEMENTS:** (if checked) The books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance.
- (3) ☒ **TENANT ESTOPPEL CERTIFICATES:** (if checked) Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to Tenant(s) for Tenant(s) to sign and acknowledge: (i) that Tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain Tenant(s)' signature(s), but Seller cannot guarantee Tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to Tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any Tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- (4) **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf or in Seller's possession.
- (5) **PERMITS:** If in Seller's possession, Seller shall Deliver to Buyer copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- (6) **STRUCTURAL MODIFICATIONS:** Seller shall disclose to Buyer in writing any known structural additions or alterations to, or the installation, alteration, repair, or replacement of, significant components of the structure(s) upon the Property.
- (7) **SECURITY DEPOSITS:**
 - (A) Seller shall provide: (i) any photographs from the commencement of the lease or related to the current tenancy; (ii) any move in reports; (iii) an itemization of all lawful deductions made from Tenant(s) security deposits, if any; and (iv) a statement of the security deposit remaining after any lawful deductions have been made (C.A.R. Sample Letter Change of Ownership and Security Deposit Allocation).
 - (B) Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, and all prepaid but unearned rents, if any, shall be transferred to Buyer upon Close Of Escrow. Seller shall notify each Tenant regarding the security deposit, in compliance with the California Civil Code.

H. SELLER REPRESENTATIONS: Unless otherwise disclosed, under **paragraph 11** of the Agreement or under any disclosure Delivered to Buyer:

- (1) Seller represents that Seller has no actual knowledge that any Tenant(s): (i) has any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property or the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
- (2) Seller represents that no Tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental agreements.
- (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are used by Seller in the computation of federal and state income tax returns.

By signing below Buyer and Seller acknowledge that each has received a copy of this Tenant Occupied Property Addendum, and each has read, understands, and agrees to its terms.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	<u>Jacqueline M Rohr</u>	Date	_____
Seller	<u>Gregg C Miner</u>	Date	_____

© 2026, California Association of REALTORS®, Inc. ("C.A.R."). United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. This form may not be uploaded, inputted, or otherwise provided to any artificial intelligence system without prior authorization from C.A.R. THIS FORM HAS BEEN APPROVED BY C.A.R. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from C.A.R.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

TOPA REVISED 6/26 (PAGE 2 OF 2)

TENANT OCCUPIED PROPERTY ADDENDUM (TOPA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5759 Hazeltine



Whether you already own, or you intend to purchase, property to be used as a rental, there are many issues you need to consider. This Rental Property Owner Advisory (C.A.R. Form RPOA) is intended to address legal and practical issues impacting rental property owners, whether they are new to the business or they have prior or existing experience. This Advisory will focus on rental property intended for occupancy of 30 or more days. Rental property owners intending to rent out property for periods of 30 or fewer days should review the Short Term (Vacation) Rental Advisory (C.A.R. Form SVRA).

1. LIMITATIONS ON ABILITY TO SET RENTAL RATES AND EVICT TENANTS:

- A. LOCAL RENT AND EVICTION CONTROL LAWS:** Many local jurisdictions, either city or county or both, do now, or may in the future, impose restrictions that limit the rent that can be charged to a tenant, regulate the right of a housing provider to terminate a tenancy and the costs to do so, and establish consequences of terminating a tenancy unlawfully. Additionally, some jurisdictions require notification or registration any time a property is leased or rented. Even if property that is currently vacant was previously tenant-occupied, the termination of that previous tenancy may affect a new tenant or buyer's rights such as the legal use of the property and who may occupy the property in the future.
- B. STATE OF CALIFORNIA TENANT PROTECTION ACT ("TPA") (Civil Code §§ 1946.2, 1947.12, and 1947.13):**
- (1) **DESCRIPTION:** The TPA is a statewide law in California that: (i) imposes limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap"); and (ii) identifies a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause").
- (2) **EXEMPTIONS:** Exemptions exist to both the Rent Cap and Just Cause laws under the TPA.
- (A) The most common exemptions from both rent cap and just cause eviction laws are:
- (i) Separately alienable single-family dwellings, including a condominium, as long as the property is not owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the housing provider must first give the tenant applicable notice of the exemption and incorporate such notice into the rental agreement for all new leases and renewals (See Rent Cap and Just Cause Addendum, C.A.R. Form RCJC);
- (ii) Dwellings built in the previous 15 years prior to the property being leased or rented or from any notice being given; and
- (iii) A duplex in which one of the units was owner occupied at the commencement and throughout the tenancy.
- (B) Additional exemptions that only apply to the just cause eviction rules under the TPA include:
- (i) Single family, owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and
- (ii) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

- 2. HABITABILITY AND UPKEEP:** A rental property owner has an obligation to make the property fit for occupancy and shall repair all subsequent dilapidations that make the property untenantable. Among other requirements, a property is untenantable if it lacks any of the following characteristics: Effective waterproofing and weather protection of the roof, walls, windows and doors; plumbing in good working order; hot and cold running water; heating facilities in good working order; electrical lighting in good working order; building and grounds free from debris, filth, rubbish, garbage, rodents and vermin; garbage receptacles, floors, stairways and railings in good repair; and a locking mail receptacle for each unit. The property must have water conserving plumbing fixtures, braced, anchored or strapped water heaters, smoke alarms and carbon monoxide detectors, safety features for pools, and be free of bed bugs. As of January 1, 2026, all new, amended, or extended residential leases must also have a stove and a refrigerator in good working order and not subject to recall under the habitability requirements, except for a few minor exemptions. If a tenant elects to bring their own refrigerator, then tenant shall be responsible for maintenance; but a tenant may request for housing provider to provide a refrigerator with 30 days written notice. (See Rental Property Owner Intake Form, C.A.R. Form RPOI.)

3. DISCLOSURES:

A. STATUTORILY REQUIRED:

- (1) **BY CALIFORNIA:** Water sub meters; methamphetamine contamination orders; periodic pest control treatment; elevated levels of mold; bed bugs; special flood hazard areas; utility sub metering; registered sex offenders; military ordnance locations; positive tenant rental payment reporting; rent caps and just cause reasons for evictions.
- (2) **BY LOCAL COUNTY OR CITY:** Contact your local government for such requirements.
- (3) **BY FEDERAL LAW:** Lead-based-paint reports, records and renovations.

B. CONTRACTUALLY REQUIRED: Presence of asbestos; homeowner association rules and restrictions; and death on the property.

C. FORM: Rental Property Owner Disclosure (C.A.R. Form RPOD) may be used to satisfy many of these requirements.

4. SECURITY DEPOSITS (California Civil Code § 1950.5):

- A. MAXIMUM AMOUNT:** Effective July 1, 2024, for any new tenancy, a residential security deposit may not, in most cases, exceed the equivalent of one-month's rent, whether the property is furnished or unfurnished. Certain housing providers may charge up to two-month's rent for security deposit if the housing provider is a natural person and the housing provider owns no more than two residential rental properties that collectively include no more than four dwelling units. Even if the above exception applies, the one-month limit remains if the tenant is an active member of the armed services. (See Security Deposit Disclosure and Addendum, C.A.R. Form SDDA.)
- B. RETURN TO TENANT:** California law requires that housing providers notify the tenants and that tenants be given an opportunity to repair damages to the property prior to termination of tenancy within the last two weeks before the termination (See Pre-Move-Out Inspection, C.A.R. Form PMOI). A housing provider, within 21 days after all tenants have vacated the premises, is required to provide the tenant with an itemization of the deductions made against the security deposit, and return any remaining portion of the security deposit. If any deduction is made from a security deposit, supporting documentation must be provided with the letter itemizing the deduction. If the housing provider received the security deposit or rental payment from the tenant electronically, the housing provider shall return the security deposit electronically to a bank account or other financial institution designated by the tenant in writing. However, if multiple adult tenants reside in the premises, the housing provider shall return any remainder of the security deposit by check made out to all adult tenants on the rental or lease agreement at the time of termination and provide the itemization personally or by first class mail, postage prepaid, to any one of the adult tenants chosen by the housing provider. (See Security Deposit Return, C.A.R. Sample Letter SDR.)

- C. PICTURES OF PROPERTY:** Beginning April 1, 2025, a housing provider must, at the end of a tenancy, take pictures of the property after possession is returned but prior to repairs being made, and take pictures of the property after completion or any repairs or cleaning. For tenancies commencing on or after July 1, 2025, pictures must be taken immediately before or at the inception of the tenancy. If any deduction is made for repairs or cleaning, the housing provider shall provide the photographs by mail, email, flash drive, or by providing a link the tenant can use to view the photographs online. (See Move In Inspection and Move Out Inspection, C.A.R. Forms MII and MOI; or Move In Inspection Summary and Move Out Inspection Summary, C.A.R. Forms SUM-MII and SUM-MOI.)
- 5. SCREENING FEES:** California law (Civil Code § 1950.6) allows a housing provider to charge an up-front application screening fee in an amount adjusted annually for inflation using the Consumer Price Index. According to the California Apartment Association, in 2024 a housing provider could charge \$62.02 per applicant. The ability to retain the screening fee, however, will depend on the housing provider's procedure in screening applicants. A housing provider must abide by one of the following two procedures:
- A. HOUSING PROVIDER DISCLOSES WRITTEN CRITERIA TO A TENANT AT TIME OF APPLICATION:**
- (1) In order to retain the screening fees, the housing provider must (i) review applications in the order in which they are received, and (ii) approve the first applicant who meets all the criteria.
 - (2) Housing provider may keep the screening fee from any applicant: (i) whose application is approved; or (ii) whose application is considered and denied, but only because the applicant failed to meet the disclosed written criteria.
 - (3) If the tenant's application is not considered, within 7 days: (i) the screening fee shall be refunded to the applicant; or (ii) the housing provider may offer to apply the screening fee to an application for another rental unit being offered by the housing provider.
- B. HOUSING PROVIDER DOES NOT DISCLOSE WRITTEN CRITERIA AT TIME OF THE TENANT'S APPLICATION OR DOES NOT FOLLOW THE REQUIREMENTS IN PARAGRAPH 5A(1):** A housing provider, who does not disclose the written screening criteria to the tenant with the application or does not review applications in order and approve the first qualified tenant, will only be able to keep the screening fee of the applicant whose application is approved. The screening fees collected from all other applicants must be returned by the sooner of these two events: (i) within 7 days of selecting another applicant to be the tenant; or (ii) within 30 days of the date the applicant submitted their application.
- 6. TENANT RENTAL PAYMENT REPORTING:** Under California Civil Code § 1954.04, Tenants who rent in a property that has 16 or more units have the right to require the residential rental property owners to make positive reports of a tenant's rental payments to a nationwide credit reporting agency of the owner's choosing. There is no obligation on the part of the owner to make the reports if the property is 15 or fewer units, unless the owner owns two or more rental properties and the owner is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation. (See Offer of Tenant Positive Rental Payment Reporting C.A.R. Form TRPR.)
- 7. ASSISTANCE ANIMALS AND PETS:**
- A. SERVICE ANIMALS:** A qualified service animal under California law is one that is trained to assist the animal owner with a disability-related task. A service animal is not considered a pet under the law. The animal's owner cannot be asked about their disability but may be asked what task the animal has been trained to perform.
- B. SUPPORT OR COMPANION ANIMALS:** Sometimes referred to as support animals, or emotional support animals, or companion animals, these animals are not considered pets under the law. The animal's owner cannot be asked about their disability, but the property owner can ask for documentation establishing the need for the animal. The documentation is typically provided by a medical provider, but it is not required to be, and it can be provided by any reliable third party who is in a position to know about the individual's disability or the disability-related need for the support or companion animal.
- C. PETS:** An owner can prohibit pets, but may not prohibit an animal that is a service or support or companion animal. A property owner may charge a pet owner a higher security deposit than that charged to a tenant without a pet, provided the security deposit is not increased above the maximum allowed by law, but the owner may not do so to a tenant with a service or support or companion animal. If the security deposit is being raised within the allowable limits, it may be beneficial to continue to term it as security deposit rather than specifying that it is solely a pet deposit.
- D. See Animal Terms and Conditions Addendum (C.A.R. Form ATCA), for further information about what an owner can or cannot require for animals permitted on the property.**
- 8. FAIR HOUSING CONSIDERATIONS:** California fair housing laws prohibit discrimination against individual tenants who belong to at least one of over 20 protected classes or categories. Included among the list is the source of a tenant's income. A rental property owner cannot refuse to rent to a tenant just because the tenant receives governmental agency rental housing assistance or vouchers (e.g. Section 8). Refusal to rent to a prospective tenant who has an assistance animal or who brings in an assistance animal after the rental has been approved is a violation of California's fair housing laws. So-called testers are employed by the California Department of Civil Rights, and plaintiff attorneys to try and find violations of the law. California also prohibits discrimination based on a tenant's immigration status or familial status, which includes the number of people who will be residing in the rental. (See Fair Housing and Discrimination Advisory, C.A.R. Form FHDA.)
- 9. DECLARED EMERGENCIES:** California has experienced wildfires, floods, earthquakes and other natural disasters. The California Governor has sweeping power to declare a State of Emergency. Often accompanying a State of Emergency is an Executive Order which prohibits, or limits, rent increases (typically 10% during the state of emergency or any extension period). Local authorities also have the authority to declare a local state of emergency. These Executive Orders may last for a period of 30 days and may be extended for months or even years. Under a State of Emergency declared by the President of the United States or the Governor, a housing provider must remove any debris caused by the disaster and mitigate any hazards arising from the disaster, including, but not limited to, the presence of mold, smoke, smoke residue, smoke odor, ash, asbestos, or water damage. The presence of debris is presumed to render the property untenable. In addition, for any period for which the tenant is under a mandatory evacuation order, any prepaid rent is required to be returned and the tenant's obligation to pay rent shall be discharged.
- 10. UTILITIES:** Some properties have utilities billed in the name of the property owner and others in the name of the tenant. There may be a single meter or sub meters. If a master meter is in the rental property owner's name, and the tenant makes payments that are past due to prevent the loss of utilities, the tenant may reduce rent by the amount paid on the property owner's behalf. Owners should seek legal counsel regarding proportioning utilities on a single meter (other than by unit or by square footage) or prior to changing who is responsible in the lease for paying utilities.
- 11. ELEVATED WOOD BALCONIES AND STAIRS:** Commencing January 1, 2026, if any building on a property contains 3 or more units, and has balconies, decks, stairways or other structures that are at least 6 feet above ground level and are supported, in whole or in part, by wood or wood-based products, then the elevated elements must be inspected by an appropriate professional, and every six years thereafter. The report requires that a property owner be informed of necessary repairs. See Wooden Balconies and Stairs Addendum (C.A.R. Form WBSA) for further information.
- 12. INSURANCE:**
- A. OBTAINING AND KEEPING:** Rental property owners should obtain liability and damage insurance in an amount sufficient to protect their interests. If the rental property owner previously occupied the property, the insurance carrier should be contacted to determine if the insurance policy will provide coverage for the property if it is used as a rental.



- B. BROKER/PROPERTY MANAGER ADDITION TO POLICY:** Real estate licensees, whether taking on lease listing or property management responsibilities, do not have insurance coverage for the protection of the rental property owner. Real estate property management agreements will generally include a clause that requires the owner to maintain a minimum amount of public and premises liability insurance coverage and to name the licensee as an additional insured on the policy, and may allow the broker to obtain, at property owner's expense, such coverage. (See Property Management Agreement, C.A.R. Form PMA.)
- C. TENANT OBLIGATIONS:** A tenant is responsible for obtaining their own renter's insurance, and such a recommendation may be made in the lease or rental agreements (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM). A property owner may want the tenant to also obtain a liability insurance policy for a minimum amount and to name both the rental property owner, and, if applicable, the real estate licensee as additional insured, or at a minimum, an additional interest holder. The latter allows the owner to inquire on the status of coverage. (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM).
- 13. NOTICES:** California and in many cases, local governments, have laws addressing how and when a tenant may be given notice to either change the terms of a tenancy or to terminate a tenancy. Courts require strict compliance with these laws, and failure to abide by the smallest detail may make the notice invalid and ineffective. Before attempting to provide notices on your own, consult with a qualified California real estate attorney who has experience with landlord-tenant law and the local rules in the area where the property is located.
- 14. CONTACT INFORMATION; SUCCESSOR HOUSING PROVIDER:**
- A. CONTACT INFORMATION:** Under California Civil Code § 1962, a housing provider must provide the name, telephone, and address of the person for service of process and for the person to whom rent payments shall be made. If the rent payments may be made personally, the usual days and hours that the person will be available to receive the payment shall also be disclosed. The form or forms of payment shall also be disclosed. Once a calendar year, upon request by the tenant, a housing provider shall also provide a copy of the rental agreement within 15 days; if there is no written agreement, a housing provider shall provide a statement of that fact and the information above.
- B. SUCCESSOR HOUSING PROVIDERS:**
- (1) **UPDATED CONTACT INFORMATION:** For any new housing provider or manager, the new housing provider or manager must provide the information in **paragraph 14A** to the tenant within 15 days of succeeding the previous housing provider or manager. Failure to do so may disqualify the housing provider from serving a notice under California Code of Civil Procedure § 1161 or otherwise evicting a tenant for nonpayment of rent that accrued during the period of noncompliance.
- (2) **SECURITY DEPOSIT:** Upon termination of a housing provider's interest in the property, the housing provider or their agent shall either: (i) transfer the portion of the security remaining after any lawful deductions are made to the housing provider's successor in interest and notify the tenant by personal delivery (must be acknowledged and signed by tenant) or by first class mail, postage prepaid, of the transfer, of claims made against the security, of the amount of the security deposited, as well as and the name(s), address(es), and phone number(s) of the new housing provider; or (ii) return the portion of the security remaining after any lawful deductions are made to the tenant, together with an accounting of the deposit, as required under California Civil Code § 1950.5(h). Failure to do so will result in the original housing provider and the new housing provider being jointly and severally liable for the return of the security deposit.
- 15. LEGAL AND TAX CONSEQUENCES:** You are advised to seek the advice of a qualified California landlord-tenant attorney who is familiar with the law where the property is located and a qualified CPA or tax professional before signing an agreement or at the latest during the investigation contingency if you are purchasing a property for rental or before the execution of a lease or rental agreement if already a rental property owner. Broker/Agent cannot give legal or tax advice.
- 16. TERMINATION OF AGENCY:** Unless otherwise agreed, the agency relationship with Broker(s)/Agent(s) representing you will be terminated, and the Broker(s)/Agent(s) will not act as property manager(s), as follows: **(i)** in a purchase transaction, upon close of escrow; or **(ii)** pursuant to a lease listing agreement, once you enter into a written agreement with a tenant.

By signing below, Buyer/Rental Property Owner acknowledges that they have received a copy of this Rental Property Owner Advisory, and they have read and understand its terms.

Buyer/Rental Property Owner _____ Date _____

Buyer/Rental Property Owner _____ Date _____

© 2026, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®

RPOA REVISED 6/26 (PAGE 3 OF 3)



RENTAL PROPERTY OWNER ADVISORY (RPOA PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5759 Hazeltine



RENT CAP AND JUST CAUSE ADDENDUM – TENANT OCCUPIED PROPERTY ADDENDUM

(For use with Tenant Occupied Property Addendum)
(C.A.R. Form RCJC-TOPA, Revised 6/26)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as _____ in which _____ is referred to as “Tenant” and _____ is referred to as “Housing Provider”.

This form is for informational purposes, unless checked below.

- ☐ (If checked) Seller has not incorporated the relevant terms under the Tenant Protection Act into the rental agreement with Tenant. Buyer is requesting that Seller attempt to incorporate the terms of this Addendum into the rental agreement by having the Tenant and Housing Provider sign below.

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants have continuously and lawfully occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code § 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to **paragraph 1** of this section. **Paragraph 1** of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

- A. Default in payment of rent.
- B. Breach of a material term of the lease, as described in Code of Civil Procedure § 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure § 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure § 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate § 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code § 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code §§ 1101.5 and 1954, and Health and Safety Code §§ 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure § 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the Housing Provider, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

- A. **Curable "At-Fault" Reasons:** Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure § 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney, who is familiar with the law where the property is located, prior to serving any notice.**

NOTE: Neither Tenant nor Housing Provider need to sign below UNLESS the checkbox above the section at the top of the page, which is titled "I. RENT CAP AND JUST CAUSE ADDENDUM TERMS", is checked. If that checkbox is not checked, this form is for informational purposes only, and no one needs to sign it.

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant (signature) _____ Date _____
Tenant (signature) _____ Date _____
Housing Provider (signature) _____ Date _____
Housing Provider (signature) _____ Date _____

© 2026, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the California Association of REALTORS®

RCJC-TOPA REVISED 6/26 (PAGE 2 OF 2)

RENT CAP AND JUST CAUSE ADDENDUM – TENANT OCCUPIED PROPERTY ADDENDUM (RCJC-TOPA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

5759 Hazeltine

