



## Lease/Rental Disclosure Chart

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April 3, 2017 (revised)

REALTORS® know very well the importance, and the complexity, of the various state and federal disclosure laws governing real estate transactions in California. Lease/Rental Disclosure Chart is designed to provide REALTORS® and their clients with an easy-to-use reference guide for determining the applicability of these laws to the lease and rental transactions most commonly handled by real estate agents. Leases with an option to purchase and long-term ground leases are treated like sales transactions, not leases, for disclosure purposes.

Disclosure	Requirements	Residential	Commercial	C.A.R. Form/ Publication	Law Citation
<b>Agency Disclosure/ Confirmation</b>	Required only for written leases of more than one year duration. This applies to all property types with the exception of residential income with 5 units or more.	Yes	Yes	C.A.R. Forms AD and AC	Cal. Civ. Code § 2079.13(j).
<b>Asbestos</b>	The owner of any building constructed prior to 1979, who knows that the building contains asbestos-containing construction materials, shall provide notice to all tenants of the contents of any report conducted to determine it's existence, its location, and the general procedures and handling restrictions necessary to prevent or minimize disturbance, release and exposure.	Yes <sup>i</sup>	Yes		Health and Safety Code §25915 and §25915.5

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<b>Bed Bug Disclosure</b>	<p>Statutory disclosure containing general information about bed bugs along with procedure that the tenant must follow to report suspected infestations to the landlord.</p> <p><u>New Tenants:</u> Commencing July 1, 2017 this disclosure will be required prior to creating a new tenancy.</p> <p><u>Existing Tenants:</u> Commencing 2018, this notice must be given to all existing tenants.</p>	Yes	No	C.A.R. Standard Forms Committee will approve new form by July 1, 2017.	Cal. Civ. Code § 1954.600 et. Seq.
<b>Carbon Monoxide Detector Compliance</b>	<p>The landlord or agent must maintain carbon monoxide detector devices in each dwelling unit if the rental unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage on or before July 1, 2011 for a single-family unit and on or before Jan. 1, 2013 for all other existing dwelling units. This is an installation requirement. There is no disclosure obligation for landlords or property managers.</p>	Yes	No	No statement of compliance is required.	Cal. Health & Safety Code § 17926.1.

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<p><b>Death (in last 3 years)</b></p>	<p>The landlord or agent has no liability for not disclosing the fact of any death of an occupant, or the manner of death, that occurred more than 3 years prior to the date the tenant offers to lease or rent the property because it is not a material fact. Any death which has occurred within a 3-year period should be disclosed if deemed to be "material." Affliction with AIDS or death from AIDS need not be voluntarily disclosed.</p> <p>Neither a landlord nor an agent may make an intentional misrepresentation in response to a direct question concerning deaths on the property. The landlord or agent should simply refuse to answer a question (about HIV or AIDS) indicating that any such information, if known, is confidential and private or that such an inquiry may constitute an effort to discriminate under federal law.</p>	<p>Yes</p>	<p>No</p>	<p>C.A.R. Form ESD or SPQ may be used</p>	<p>Cal. Civ. Code § 1710.2.</p> <p><b>See also Legal Q&amp;A:</b>  <a href="#"><u>Disclosure of Death and AIDS and the Prohibition Against Discrimination on the Basis of AIDS</u></a> .</p>

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<b>Default Notice</b>	<p>Every landlord who offers for rent residential 1 to 4 property must disclose in writing the default notice prior to signing the lease agreement</p> <p>A property manager will not be held liable for failing to deliver the written notice unless the manager receives instructions in writing from the landlord to deliver it.</p>	Yes	No	<p>The notice must be substantially in the form as written in Cal. Civ. Code § 2924.85 subsection (d) <a href="#">click here</a>.</p> <p>By statute, the written notice must also be in Spanish, Chinese, Tagalog and Korean.</p>	<p>Cal. Civ. Code § 2924.85. (repealed January 1, 2018)</p>
<b>Disability Access Inspection Disclosure for Commercial Properties</b>	<p>A commercial property owner or landlord must state on every lease or rental agreement whether the leased premises has been inspected by a Certified Access Specialist (CASp), and whether the property has or has not been determined to meet all applicable construction-related accessibility standards for the disabled pursuant to Cal. Civ. Code § 55.53.</p> <p>Additionally, where there is no CASp report or certification, then statutory disclosure must be stated with in the lease itself.</p> <p>If a report exists then it must be delivered 48 hours in advance of execution of the lease,</p>	No	Yes	<p>C.A.R. Form “Commercial Lease Construction Accessibility Addendum” (Form CLCA). This law is effective September 17, 2016.</p>	<p>Cal. Civ. Code § 1938.</p>

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	otherwise tenant has 72-hour cancellation right from execution.				
<b>Energy Use Report</b>	When leasing the entire building, a commercial property owner must disclose the energy use report to a prospective lessee at least 24 hours prior to executing the lease. An account with the EPA's Energy Star program must be opened or updated 30 days before disclosure is made. The effective date of the law depends on the size of the building. For buildings with sq. ft. 50,000 or more, it is January 1, 2014. For buildings with sq. ft. 10,000 to 50,000, it is January 1, 2014. For buildings with sq. ft. 5,000 to 10,000 it is July 1, 2016.	No	No	The disclosure required by this law consists of four documents: the Disclosure Summary Sheet, the Statement of Energy Performance, the Data Checklist, and the Facility Summary, all of which must be generated through the US Environmental Protection Agency (EPA) Energy Star Portfolio Manager.  <b>This law has been repealed effective January 1, 2016. Cal.Pub.Res. Code § 25402.10</b>	Public Resources Code 25402.10.  20 CCR §§ 1680-1684.
<b>Gas/Electric Meters</b>	If the rental unit does not have a separate gas and electric meter, then the landlord must disclose this fact to the tenant and contract for the payment of the meter usage outside of the tenant's unit. Where there is a shared gas or electric meter, landlords of apartment buildings or mobile home parks are required to post in a conspicuous place the prevailing residential utility rate or may post the internet web site address of the utility rate	Yes	No	Every landlord must provide an itemized billing of charges for electricity or gas, or both, to each tenant user per the utility's bills including the opening and closing readings for the meter, and the identification of all rates and quantities attributable to each block in the applicable rate structure. The landlord must also post, in a conspicuous place, the applicable specific current	Cal. Civ. Code § 1940.9.  Cal. Public Utilities Code § 739.5  Cal. Civil Code § 798.40  San Diego Gas and Electric Company v. Superior court of Orange County (1996) 13 Cal.4th 893

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	<p>schedule if a hard copy is also provided upon request at no cost. ("Apartment building" is not defined under this law but case law may include even single family residences).</p>			<p>residential gas or electrical rate schedule, as published by the utility, or may post the internet web site address of the utility rate schedule if a hard copy is also provided upon request at no cost.</p>	
<p><b>Identification of Landlord or Manager</b></p>	<p>At the inception of tenancy or whenever there is a new owner or new manager, the landlord or person signing rental agreement must 1) disclose the name, telephone number, and address for receipt of notices for the manager and, additionally, for either the owner or the person authorized to act on behalf of owner to receive notices 2) disclose the name, telephone number and address of the person to whom rent is paid 3) disclose the form in which rent must be paid and 4) provide a copy of the rental agreement within 15 days after signing. Any successor owner or manager must keep information current and comply with above within 15 days after succeeding the previous owner or manager.</p>	<p>Yes</p>	<p>No</p>	<p>C.A.R. form Residential Lease or Month to Month Rental Agreement (form LR). For change in property management, may use C.A.R. Sample Letter "Notice of Change of Property Manager" (NCOPM).</p>	<p>Cal. Civil code §§ 1962 and 1962.7</p>

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<b>Lead Hazard Pamphlet</b>	<p>For a lease or rental of all residential property, built before Jan. 1, 1978, the landlord must provide the tenant with a lead hazard information pamphlet, disclose the presence of any known lead-based paint and provide a statement signed by the tenant that the tenant has read the warning statement and has received the pamphlet.</p> <p>Exemptions:</p> <ul style="list-style-type: none"> <li>• zero-bedroom dwelling (loft, efficiency unit, dorm, or studio)</li> <li>• short-term rental (100 or fewer days)</li> <li>• housing for elderly or handicapped (unless children live there)</li> <li>• rental housing certified free of lead paint</li> </ul>	<p style="text-align: center;">Yes</p>	<p style="text-align: center;">No</p>	<p>Pamphlet: <i>Protect Your Family From Lead In Your Home</i></p> <p>(incorporated in Residential Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants)</p> <p>C.A.R. Form FLD</p>	<p>42 USC § 4852d; 40 CFR 745.80 <i>et seq.</i></p> <p>See also Legal Q&amp;A: <a href="#">Federal Lead-Based Paint Hazard Disclosures</a></p>

Disclosure	Requirements	Residential	Commercial	C.A.R. Form/ Publication	Law Citation
<b>Lead Paint Renovation Pamphlet</b>	<p>Prior to commencing renovation a “renovator” must deliver the EPA pamphlet to and receive acknowledgement of receipt from the occupant. A renovator is someone who for compensation disturbs more than 6 square feet of paint per room in the interior or more than 20 square feet in the exterior in pre-1978 housing.</p> <p>Exemptions:</p> <ul style="list-style-type: none"> <li>• Zero-bedroom dwelling (loft, efficiency unit, dorm, or studio)</li> <li>• Short-term rental (100 or fewer days)</li> <li>• Housing for elderly or handicapped (unless children live there)</li> <li>• Rental housing certified free of lead paint</li> </ul>	Yes	No	EPA pamphlet, <a href="#">"Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools"</a>	40 CFR 745, Subpart E; 40 CFR 745.84(1) See also legal Q&A: Lead-Based Paint Renovation Rule
<b>Material Facts</b>		Disclosure is required only for dangerous conditions or when a failure to disclose amounts to fraud. <sup>ii</sup>	Disclosure is required only for dangerous conditions or when a failure to disclose amounts to fraud. <sup>iii</sup>		



Disclosure	Requirements	Residential	Commercial	C.A.R. Form/ Publication	Law Citation
<b>Megan's Law Disclosure (Registered Sex Offender Database)</b>	Every lease or rental agreement for residential real property is required to include a statutorily-defined notice regarding the existence of public access to database information regarding sex offenders.	Yes	No	C.A.R. Forms LR, LR-S, IOA, and RLAS contain the statutory language.	Cal. Civ. Code § 2079.10a.  See also Legal Q&A:  <a href="#">Megan's Law: Disclosure of Registered Sex Offenders</a> .
<b>Military Ordnance Location</b>	Disclosure is required when the landlord of residential property has actual knowledge that a former military ordnance location (military training grounds which may contain explosives) is within one mile of the property. The landlord must disclose in writing to the tenant, that these former federal or state military ordnance locations may contain potentially explosive munitions.	Yes	No	C.A.R. Form ESD or SPQ may be used	Cal. Civ. Code § 1940.7.
<b>Meth Lab Clean-Up Order</b> (Release of Illegal Controlled Substance Remediation Order)	In the event that toxic contamination by an illegal controlled substance has occurred on a property and upon receipt of a notice from the Dept. of Toxic Substances Control (DTSC) or a Local Health Officer, the landlord must give a prospective tenant a copy of this order which must be attached to the rental agreement. Non-compliance with this law			C.A.R. Form MCN may be used	Cal. Health & Safety Code §§ 25400.28, 25400.11.

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	permits the tenant to void the rental agreement.				
<b>Mold</b>	There are no current disclosure or inspection requirements until after the Dept. of Health Services (DHS) develops permissible exposure limits for mold and a consumer booklet. The landlord should remediate actual knowledge of toxic mold on the property.	Yes	No		Cal. Health & Safety Code §§ 26100 et seq.  See also Legal Q&A: <a href="#">Mold and its Impact on Real Estate Transactions.</a>
<b>Pest Control Notice</b>	The landlord of a residential rental unit must give each tenant a copy of the notice provided by the registered structural pest control company if a contract for periodic pest control service has been signed.	Yes	No		Cal. Civ. Code § 1940.8; Cal. Bus. & Prof. Code § 8538 (notice language).
<b>Proposition 65 Warning Notice</b>	The law applies to a "person in the course of doing business" employing 10 or more employees in his or her business.	Yes	Yes	It is recommended that the landlord post a copy of the Proposition 65 Warning Notice* visible to tenants to avoid potential violations and civil lawsuits since certain chemicals on the list such as tobacco smoke or motor vehicle exhaust may be regularly released into	Cal. Health & Safety Code §§ 25249.5 <i>et seq.</i>  <i>See</i> 22 Cal. Code Regs. § 12601 for the rules regarding the warning sign.

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				<p>the environment.</p> <p><b>* "WARNING: THIS FACILITY CONTAINS ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR REPRODUCTIVE HARM. CALIFORNIA HEALTH AND SAFETY CODE SEC. 25249.6."</b></p> <p><b>Commencing August 30, 2018, and optionally prior to that date, there will be new 2018 safe harbor warning language. See the Q&amp;A "Employee Notice of Asbestos and Prop 65 Warnings."</b></p>	
<b>Smoke Alarm Compliance</b>	<p>All existing dwelling units must have a smoke alarm centrally located outside each sleeping area (bedroom or group of bedrooms).</p> <p>In addition, new construction (with a permit after Aug. 14, 1992) must have a hard-wired smoke alarm in each bedroom.</p>	Yes	Yes, per applicable building and safety codes, although duty to comply with laws may be expressly assumed by tenant.		<p>Cal. Health &amp; Safety Code §§ 13113.7, 13113.8, 18029.6.</p> <p>See also Legal Q&amp;A: <a href="#">Smoke Alarm Requirements</a>.</p>

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	<p>Any additions, modifications, or repairs (after Aug. 14, 1992) exceeding \$1,000 for which a permit is required or the addition of any bedroom will also trigger the requirement of a smoke alarm in each bedroom. (These may be battery operated.)</p> <p>Commencing 2016, a landlord must install smoke alarms in each bedroom and at least one every floor regardless of when the property was built or permitted improvements.</p> <p><b>LOCAL LAW MAY BE MORE RESTRICTIVE!</b> Check with the local City or County Department of Building and Safety.</p> <p>Beginning January 1, 2016, landlords of residential property must generally install additional smoke alarms as needed to comply with current building standards. Existing alarms need not be replaced unless the alarm is inoperable. New alarms installed may be battery operated if approved by the State Fire Marshall.</p> <p>This is an installation requirement. There is no disclosure obligation for</p>				

Disclosure	Requirements	Residential	Commercial	C.A.R. Form/ Publication	Law Citation
	landlords or property managers.				
<b>Water Conserving Fixtures Compliance</b>	<p>For single-family property: On or before January 1, 2017, noncompliant plumbing fixtures in any single-family residential real property must be replaced by the property owner with water-conserving plumbing fixtures, meaning any fixture that is in compliance with current building standards applicable to a newly constructed real property of the same type.</p> <p>For multifamily and commercial property: On or before January 1, 2019, all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures (as noted above). But after January 1, 2019, the water-conserving plumbing fixtures shall be operating at the manufacturer's time that the tenant takes possession.</p> <p>"Noncompliant</p>	Yes	Yes		Cal. Civ. Code §§ 1101.1 - 1101.9.

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	<p>plumbing fixture" means any of the following:</p> <ol style="list-style-type: none"> <li>1. Any toilet manufactured to use more than 1.6 gallons of water per flush.</li> <li>2. Any urinal manufactured to use more than one gallon of water per flush</li> <li>3. Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute.</li> <li>4. Any interior faucet that emits more than 2.2 gallons of water per minute.</li> </ol> <p>This is an installation requirement. There is no disclosure obligation for landlords or property managers.</p>				
<p><b>Water Heater Bracing Compliance</b></p>	<p>All owners of existing residential water heaters must brace, anchor or strap water heaters to resist falling or horizontal displacement due to earthquake motion.</p> <p>It is considered a nuisance and a violation of the law if the property does not have the water heater strapped.</p> <p>This is an installation requirement. There is no</p>	<p>Yes</p>	<p>Yes</p>		<p>Cal. Health &amp; Safety Code § 19211.</p> <p>See also Legal Q&amp;A: <a href="#">Water Heater Bracing and Disclosure Requirements</a>.</p>

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	disclosure obligation for landlords or property managers.				
<b>Water Submetering</b>	<p>Before executing a rental agreement, a landlord who intends to charge a tenant separately from rent for water service in a property with submeters must clearly disclose a long list of information. See footnote three below.</p> <p>This law applies to properties with at least two dwelling units.</p> <p><b>The effective date of this law is 2018.</b></p> <p>Submetering is required for all new construction properties built pursuant to standards which may only be proposed and adopted after <b>January 1, 2018</b>. For other properties, this law applies only when the landlord elects to charge a tenant separately from rent for water service with submeters.<sup>iv</sup></p>	Yes	No		<p>Cal. Civ. Code §§ 1954.201 et seq.</p> <p>Cal. Health &amp; Safety Code § 177922.14</p> <p>Cal. Water Code §§ 517 and 537.</p>

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<sup>i</sup> Although residential dwellings are specifically excluded under this law (Cal. Health & Safety Code § 25919.2), once the presence of asbestos is known, it may become a hidden, dangerous defect which should be disclosed to residential tenants. See the Q&A “Employee Notice of Asbestos and Prop 65 Warnings.”

<sup>ii</sup> While a seller of real property has a duty to disclose to a buyer any known material facts that affect the value or desirability of the property, there is no existing case law that has expressly imposes this disclosure duty on landlords. However, both residential and commercial landlords still have a duty to disclose dangerous conditions or even material facts when failure to disclose such facts would be fraudulent. 10 Miller & Starr, Cal. Real Estate (4th ed. 2015) Section 34:111; see also 1 Miller & Starr, supra Section 1:142 (General elements of fraud); Merrill v. Buck (1962) 58 Cal.2d 552, 562 (an owner’s agent was liable for negligence for failing to disclose a dangerous condition to a tenant.)

<sup>iii</sup> For a commercial property, the landlord property owner has the duty to keep the premises in compliance with all applicable laws regarding maintenance repairs and use. However, this obligation may be shifted to the tenant by express covenant in the lease.

[Glenn R. Sewell Sheet Metal, Inc. v. Loverde, 70 Cal. 2d 666, 671–672, 75 Cal. Rptr. 889, 451 P.2d 721 \(1969\)](#). In general, neither party to a commercial lease owes a duty to repair leased property in the absence of an agreement allocating that responsibility, however, “when preventative or reparative actions are required by laws and orders governing the premises and their uses. In such a case public policy requires that someone at all times be obliged to comply with such laws and orders, and parties to a lease will not be permitted to create a hiatus in their respective duties of compliance.... Since the property owner is initially under the duty to comply with all laws and orders, he, as lessor, remains subject to that duty unless it is assumed by the lessee.” (Brown v. Green 8 Cal.4th 812 (1994) quoting Sewell). This is especially the case where the original installation was defective. [Petroleum Collections Inc. v. Swords, 48 Cal. App. 3d 841, 845, 848, 122 Cal. Rptr. 114 \(5th Dist. 1975\)](#). In terms of the liability to third parties, a commercial landowner cannot totally abrogate its landowner responsibilities merely by signing a lease (where the property allows admission to the public). As the owner of property, and a lessor out of possession must exercise due care and must act reasonably toward the tenant as well as to unknown third persons. At the time the lease is executed and upon renewal a landlord has a right to reenter the property, has control of the property, and must inspect the premises to make the premises reasonably safe from dangerous conditions. Lopez v Superior Court 52 Cal.Rptr.2d 821 (1996) (See California Practice Guide Landlord-Tenant 2:204.5 and Miller & Starr §34:100)

<sup>iv</sup> The Water submetering disclosure must contain the following information in at least 10-point type, and may be incorporated into the rental agreement.

- (a) That the tenant will be billed for water service separately from the rent.
- (b) An estimate of the monthly bill for water service for dwelling units at the property based on either of the following:
  - (1) The average or median bill for water service for comparative dwelling units at the property over any three of the past six months.
  - (2) The amount of the bill based upon average indoor water use of a family of four of approximately 200 gallons per day, and including all other monthly charges that will be assessed. Estimates for other gallons per day may also be included. The estimate shall include a statement that the average family of four uses about 200 gallons of water each day.
- (c) The due dates and payment procedures for bills for water service.
- (d) A mailing address, an email address, and a toll-free telephone number or a local telephone number for the tenant to contact the landlord or billing agent with questions regarding the water service billing and the days and hours for regular telephone service at either number.
- (e) That the monthly bill for water service may only include the following charges:
  - (1) Payment due for the amount of usage as measured by the submeter and charged at allowable rates in accordance with subdivision (a) of Section 1954.205.
  - (2) Payment of a portion of the fixed fee charged by the water purveyors for water service.
  - (3) A fee for the landlord’s or billing agent’s costs in accordance with paragraph (3) of subdivision (a) of Section 1954.205.
- (4) Any late fee, with the amounts and times assessed, in compliance with Section 1954.213.
- (f) A statement that the tenant shall notify the landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with



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water-saving devices, and that the landlord is required to investigate, and, if necessary, repair these problems within 21 days, otherwise, the water bill will be adjusted pursuant to law.

(g) A mailing address, an email address, and a toll-free telephone number or a local telephone number for the tenant to use to contact the landlord, or an agent of the landlord, to report any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices.

(h) A statement that the landlord shall provide any of the following information if asked by the tenant:

(1) The location of the submeter.

(2) The calculations used to determine a monthly bill.

(3) The date the submeter was last certified for use, and the date it is next scheduled for certification, if known.

(i) A statement that if the tenant believes that the submeter reading is inaccurate or the submeter is malfunctioning, the tenant shall first notify the landlord in writing and request an investigation. A tenant shall be provided with notice that if an alleged submeter malfunction is not resolved by the landlord, a tenant may contact the local county sealer and request that the submeter be tested. Contact information for the county sealer shall be included in the disclosure to the tenant.

(j) A statement that this disclosure is only a general overview of the laws regarding submeters and that the laws can be found at Chapter 2.5 (commencing with Section 1954.201) of Title 5 of Part 4 of Division 3 of the Civil Code, available online or at most libraries.

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