
The California tenants booklet is a practical resource for both tenants and landlords. We’ve provided information about rental applications, unlawful discrimination, security deposits, repair responsibilities, rent increases, termination of leases, and eviction notices. We’ve included an inventory checklist for use before moving in, and again when moving out. If you need additional assistance, we’ve also provided a comprehensive list of resources in communities throughout the Golden state. Can a landlord raise a tenant’s rent? California Tenants’ A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities answers these questions and many others. Commercial lease and landlord/tenant enforcement and disputes. Ariel D. Zion and Ryan E. Harbin Bloom Sugarman, LLP. Commercial landlord-tenant relationships bring their own unique circumstances. While certain aspects of the relationship are governed by statute, commercial landlords and tenants have the ability to circumvent these statutory protections through contract. Therefore, in the commercial landlord-tenant relationship, the lease is the most important document when a dispute arises. Right to audit the landlord’s books and records in the event of a CAM dispute. In the absence of such a provision, a tenant is left to implore a court to allow it to inspect such records through the implied duty of good faith and fair dealing found in every contract. Right-Sizing: If you find your practice needs either more or less space, contact the landlord to discuss the situation; the landlord may have space suitable to your needs. If you have too much space, the landlord may agree to take back your excess space and lease it to others. Whenever possible, expenses should be initially fixed, or if this is not practical, both parties can agree to a not-to-exceed number. Thereafter, increases in these operating expenses should be capped at a nominal percentage (3-5% per year). Negotiate a financial remedy in the event the spaces are not regularly made available, such as $20 per space per day, as an offset to rental amounts otherwise due. Holding Over: A holdover occurs when the tenant remains in a space after the lease term expires. Leases, and to some degree licenses, allocate the use of land to new owners for a period of time. Mortgages and other forms of security interest are usually used to give moneylenders the right to seize property in the event that the debtor does not repay a loan. Easements and covenants involve rights and duties between neighbours, for instance with an agreement that a neighbour will not build on a piece of land, or to grant a right of way. Contents. 1 History.