

In these difficult economic times, real estate lawyers in California have seen more and more people forced to walk away from their homes and lease a home or apartment until the economy turns around, it becomes important again to know some of the rules regarding leases in California.

If you have a real estate matter or a lease that needs review, visit our law firm website at <http://www.SebastianGibsonLaw.com> for more information and call us at any of the numbers easily found on our website.

The Statute of Frauds in California requires that a lease for more than a year must be in writing. Consequently, an oral agreement for a rental period of a year or less is still valid where the parties intended to create such a lease.

Here's the tricky part to all of this. If the parties verbally agree to a year's lease before the lease goes into effect, the oral agreement is invalid as the lease will expire more than a year after the lease was made.

The minimum legal components of a lease are a statement of the parties, a description of the property, the duration of the lease, the amount of the rental, and the time and manner of the rental payment.

Leases usually require a great more than just those terms however. What extra terms are included are up to the parties. The failure to contain other elements does not cause the lease to be invalid. However, if the tenant is required to waive his legal rights as to security deposits, litigation, notices of hearings, suing the landlord or a landlord entering the premises, such waivers are generally void and can be attacked as contrary to public policy.

Security deposits are a matter of real estate regulation. Landlords of residential (as opposed to commercial) property are limited to requiring a security deposit of two month's rent for unfurnished property and three month's rent for furnished property. A landlord can increase the security deposit by one-half a month's rent for a waterbed (something that used to be popular), but when was the last time anyone saw a waterbed?

A landlord can also require that the first month's rent be paid in advance. If the lease states that late charges will be imposed for late payment of the rent, late charges are legal. Courts have held 1 ½ percent to be legal and 20 percent to be excessive.

Landlord-tenant law is in many respects far more complex than basic contract law. The handbooks on landlord and tenant law are extensive and the statutory regulations are many.

On top of that, the rules regarding leases differ dramatically between residential and commercial leases.

When seeking the advice of an attorney regarding a commercial lease whether as the lessor or the lessee, it is helpful to hire an attorney who is also a commercial real estate broker or

Realtor as such an attorney may also have additional experience in the practical aspects of commercial real estate leases.

If you have a real estate issue or a lease that needs to be negotiated or reviewed, visit our law firm website at <http://www.SebastianGibsonLaw.com> and call the Law Firm of R. Sebastian Gibson today. Sebastian Gibson is both a California real estate lawyer and a California real estate broker.