

Kimball, Tirey & St. John LLP

Foreign Language Translation Copy of Residential Leases

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When a California residential lease is primarily negotiated in Spanish, Chinese, Tagalog, Vietnamese, or Korean, a translation copy of the lease must be provided in that language to any signing party (i.e. tenants and guarantors) before the lease is signed.

The translation requirement applies to both oral and written negotiations.

The tenant's signature is not legally required on the foreign translation copy. However, it is advisable to obtain the tenant's signature on both; the signature on the English copy can be used in court proceedings, and the signature on the foreign language translation copy proves that the tenant received and agreed to the translated copy .

The translation requirement applies to residential leases for more than a month and other consumer contracts specified in California Civil Code §1632. Translation copies are not required for:

- residential rentals that are month to month or for less than a month; or
- commercial leases.

The translation requirement applies to Spanish, Chinese, Tagalog, Vietnamese, or Korean negotiations. It does not apply to any other foreign language.

Translation is not required for "matters ordinarily incorporated by reference" in the lease "including, but not limited to, rules and regulations governing a tenancy and inventories of furnishings to be provided" by the landlord.

A translation copy is also required for any later document making substantial changes in the rights and obligations of the parties (such as a lease amendment or notices required by new laws).

A translation copy is not required if the tenant provides an interpreter during the lease negotiation. The interpreter:

- must be able to fluently speak and read both the English language and the foreign language;
- may not be a minor (i.e. must be at least 18);
- may not be an employee of the landlord or be made available through the landlord.

While not legally required, cautious landlords utilize a translator certification form, to be signed by the tenant's translator, to document when these conditions have been met. This evidence is helpful if the tenant argues the requirement was not met.

It is important that the translated copy be accurate. If there is a substantial difference in the material terms and conditions of the lease in English and the foreign language version, the tenant may cancel the lease.

A notice should also be provided to the tenant with the translation copy. The notice should state that the landlord is required to provide the lease in the language in which the lease was negotiated. The notice should be written in the foreign language.

For more information about foreign translation requirements, see the California Department of Consumer Affairs publication, *Foreign Language Translation of Consumer Contracts*, available at https://www.dca.ca.gov/publications/legal_guides/k_4.shtml.

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