

# **QUICK GUIDE TO NOTICES**

**(Notices must state *tenants full name, address of the premises, and Landlord or Manager must date and sign the notice.*)**

**\*\*\*If you are a landlord, please seek legal advice to determine the correct notice for your particular situation. \*\*\***

## **15 Day Notice to Pay or Quit (CCP §1179.03.5)**

- Tenants who owe unpaid rent that came due between March 1, 2020 through September 30, 2021.
- Separate notices for rent due from March 1, 2020 through August 31, 2020 and September 1, 2020 through June 30, 2021. Notices are available at this link <https://landlordtenant.dre.ca.gov/landlord/forms.html>
- Must provide tenants a Notice from the State of California with the language found in CCP §1179.04(b). Notice available at this link: [https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04\(b\).pdf](https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04(b).pdf)
- Must provide tenants with a blank Declaration of COVID-19-related Financial Distress. Tenant has 15 business days to return the signed declaration by mail or any other way tenant pays rent. Declaration can be found at this link <https://landlordtenant.dre.ca.gov/tenant/forms.html>

## **3 Day Notice to Pay or Quit (CC §1179.10(a))**

- Tenants who owe unpaid rent that came due between October 1, 2021 through March 31, 2022.
- Landlord must have applied for rental assistance for the rental debt demanded.
- Must include required state notice, and provide phone number and website to the local rental assistance program.

## **At Fault “Just Cause” (3 Day Notices) (CCP §1161 and CC§1946.2)**

- Landlords can use this kind of notice if the tenant is violating terms of the lease or rental agreement and/or the problem can be fixed. For example, if the tenant has moved in a pet without permission, or is not keeping the unit clean, or is violating some other term of the agreement, the notice must ask the tenant to correct the violation within 3 days or move out (do not count Saturdays, Sundays, or court holidays as part of the 3 days).
- Allowable At-Fault, Just Cause reasons:
  - Nuisance
  - Destruction or waste of property
  - Tenant refusals to execute a written lease renewal/extension
  - Criminal activity on the property
  - Unlawful subletting or assigning the property
  - Certain refusals to allow entry after notice
  - Use of property for animal fights or weapons/drug manufacture/trade
  - Refusals to vacate by terminated employees, agents, or licensees
  - Tenant fails to vacate after giving LL written notice of intent to vacate
- If the tenancy is NOT exempt from the Tenant Protection Act of 2019 (CC§1946.2), you must also provide a final three-day notice to quit.

## **30 Day Notice of Termination**

- May be used to terminate a rental agreement where the tenant is on a month-to-month tenancy and has *resided in the premises for less than one year.* (CCP §1946.1)
- May be used to terminate a tenancy where the tenant is on a month-to-month agreement and has resided in the premises for more than a year but owner of the property has entered into escrow for the sale of the property. (See CCP§1946.1 for other requirements)
- May be used to lodgers

- Landlord not required to give reason for termination. However, the landlord may not terminate the tenancy for a “bad” or unlawful reason (e.g. retaliation against tenant for exercising a legal right or when the tenant owes COVID-19 related debt). (CCC §1946.5)

### **60 or 90 Day Notice to Termination (CC §1946.2(b)(2))**

- Required where the tenant has *resided in the premises for one year or more*. (CC §1946.1) If tenancy is not exempt from Tenant Protection Act, must have just cause. **Allowable No-Fault Just Cause reasons:**
  - Owner Move-in: occupation by owner or immediate family (includes owner’s spouse, domestic partner, children, grandchildren, parents or grandparents. For leases after July 1, 2020 tenant must either agree in writing or a provision in the lease allows for it.
  - Withdrawal of property from rental market
  - Owner compliance with an order issued by government agency or court, or local ordinance, relating to habitability that requires the property to be vacated.
  - Intent to demolish or substantially remodel property. Must be necessary to comply with habitability or health and safety codes.
- 90 Day Notice required if the tenant is in subsidized housing (Section 8).
- If the Tenant Protection Act applies, a LL who evicts a tenant for a “No fault” reason, must pay relocation costs – one month’s rent within 15 days of serving the notice, or waive the payment of rent for the final month of occupancy.

### **Five (5) Day notice to Quit (CCP §1160)**

- May be used when someone is squatting on your property or has entered without permission ie. when a person is not a tenant.
- If the unlawful occupant has occupied the premises for longer than a year, the court may bar you from pursuing this remedy. (CCP §1172.)

For more information, please see:

<https://www.courts.ca.gov/44660.htm>

[www.kern.courts.ca.gov](http://www.kern.courts.ca.gov)

<https://housing.ca.gov/>

3 Day Notice to Pay or  
Quit for Use for Rent  
Owed Beginning  
April 1, 2022

# 3-DAY NOTICE TO PAY RENT OR QUIT

\_\_\_\_\_ Landlords(s)  
\_\_\_\_\_ Tenants(s)

and Does 1 to 10 inclusive

TO the above named TENANTS/RESIDENTS AND ALL OTHERS IN POSSESSION. PLEASE TAKE NOTICE, that you are justly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession there is now due, unpaid and delinquent rent. The total amount owing represents rent due for the following period(s).

The total amount owing represents rent due for the following period(s):

Due from: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ \$ \_\_\_\_\_

Due from: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ \$ \_\_\_\_\_

Due from: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ \$ \_\_\_\_\_

Due from: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ \$ \_\_\_\_\_

WITHIN THREE (3) DAYS EXCLUDING SATURDAY, SUNDAY, AND HOLIDAYS after service on you of this notice, you are hereby required to pay the amount of the above stated rent in full OR quit the subject premises, move out, and deliver up possession to the owner and/or his authorized agent. No personal checks will be accepted unless your written rental agreement provides for it.

PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS EXCLUDING SATURDAY, SUNDAY, AND HOLIDAYS as required by this notice, that the undersigned does hereby elect to declare forfeiture of your lease or rental agreement and institute legal proceedings for an unlawful detainer against you to recover possession of the premises plus court costs, attorney fees, and malice is shown, the plaintiff may be awarded statutory damages of up to SIX HUNDRED DOLLARS (\$600), in addition to actual damages, including rent found due as provided for by California law.

The premises herein referred to which you hold and/or occupied by you are:

Address \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Location to pay rent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Usual Days: Monday-Friday Usual Hours: 9AM to 5PM

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
PERSON AUTHORIZED TO GIVE NOTICE

## PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

On \_\_\_\_\_ (date), I handed the notice to the tenant(s) personally.

On \_\_\_\_\_ (date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

On \_\_\_\_\_ (date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the resident of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

3 Day to Pay or Quit for  
Rent Owed Between  
October 1, 2021 through  
March 31, 2022

**3-DAY NOTICE TO PAY RENT OR QUIT**  
**(CCP § 1179.10, Residential Real Property)**

Landlord(s): _____
Tenant(s): _____

TO TENANT(S) AND ALL OTHER PERSONS IN  
POSSESSION OF THE PREMISES DESCRIBED AS:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ zip: \_\_\_\_\_

**Please take notice**, you are hereby required within three (3) days, excluding Saturdays, Sundays and other judicial holidays, to pay rent or deliver up possession of the above described premises to your landlord. If you fail to do so, legal proceedings will be instituted against you to recover said premises and such damages as the law allows. You are in default of payment of rent as follows:

Due date: _____ \$ _____	Due date: _____ \$ _____
Due date: _____ \$ _____	Due date: _____ \$ _____
Due date: _____ \$ _____	Due date: _____ \$ _____
Due date: _____ \$ _____	Due date: _____ \$ _____
Due date: _____ \$ _____	Due date: _____ \$ _____
Due date: _____ \$ _____	Due date: _____ \$ _____

Total amount owed: \$ \_\_\_\_\_ is payable to (name): \_\_\_\_\_

at: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

phone number: \_\_\_\_\_ between the hours of \_\_\_\_\_ - \_\_\_\_\_ pm/am

on the following days: \_\_\_ Mon. \_\_\_ Tues. \_\_\_ Wed. \_\_\_ Thu. \_\_\_ Fri. Or by other means: \_\_\_\_\_

Acceptable methods or forms of payment: \_\_\_\_\_

**IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA. YOU MUST TAKE ACTION TO AVOID AN EVICTION:** As part of the state's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you cannot pay the amount demanded in this notice, **YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY!** It is free and simple to apply. Citizenship or immigration status does not matter. **DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR APPLICATION FOR RENTAL ASSISTANCE WITHIN 15 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE TO OBTAIN A COURT ORDER FOR YOUR EVICTION.**

**You can start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com>, or (661) 578-5339, or <https://kernha.org/rent-and-utility-assistance-program/>**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Landlord/Authorized Agent

**PROOF OF SERVICE**

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

- On \_\_\_\_\_ (date), I handed the notice to the tenant(s) personally.
- On \_\_\_\_\_ (date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).
- On \_\_\_\_\_ (date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the resident of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

# NOTICE TO PERFORM COVENANT

\_\_\_\_\_ Landlords(s)

\_\_\_\_\_ Tenants(s)

and Does 1 to 10 inclusive

TO TENANT(S) AND ALL OTHERS IN POSSESSION OF THE PREMISES DESCRIBED AS:

Address \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

PLEASE TAKE NOTICE that you have violated the following covenant(s) in your Lease or Rental Agreement:

YOU ARE HEREBY REQUIRED within three (3) days, excluding Saturday, Sunday, and holidays, to perform the aforesaid covenant(s) or to deliver up possession of the above-described premises which you currently hold and occupy.

If you fail to do so, legal proceedings will be instituted against you to recover said premises and such damages as the law allows.

This notice is intended to be a three (3) day notice to perform aforesaid covenant(s). It is not intended to terminate or forfeit the Lease or Rental Agreement under which you occupy said premises. If, after legal proceedings, said premises are recovered from you, the owners will try to rent the premises for the best possible rent, giving you credit for sums received and holding you liable for any deficiencies arising during the term of your Lease or Rental Agreement.

Dated \_\_\_\_\_

\_\_\_\_\_  
Person Authorized to Give Notice

## PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

- On \_\_\_\_\_ (date), I handed the notice to the tenant(s) personally.
- On \_\_\_\_\_ (date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).
- On \_\_\_\_\_ (date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the residence of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

3.16.2022

# THREE (3) DAY NOTICE TO QUIT

\_\_\_\_\_ Landlords(s)

\_\_\_\_\_ Tenants(s)

and Does 1 to 10 inclusive

YOU ARE HEREBY NOTIFIED that the tenancy under which you occupy the premises shall end three (3) days after the date of service of copy of this notice upon you, and you are required to quit and deliver up possession of the premises to the undersigned on or before that date.

IF YOU FAIL TO DO SO, legal proceedings will be instituted against you for possession of the premises, for forfeiture of the rental agreement and for such monetary damages as may be allowed by law.

The premises herein referred to which you hold and/or occupied by you are:

Address \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

THE REASON THIS NOTICE IS BEING SERVED IS:

\_\_\_\_\_  
Person Authorized to Give Notice

## PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

- On \_\_\_\_\_ (date), I handed the notice to the tenant(s) personally.
- On \_\_\_\_\_ (date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).
- On \_\_\_\_\_ (date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the residence of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

3.16.2022



# 30-DAY NOTICE TO TERMINATE TENANCY

\_\_\_\_\_ Landlords(s)

\_\_\_\_\_ Tenants(s)

\_\_\_\_\_ and Does 1 to 10 inclusive

TO THE ABOVE NAMED TENANT(S) AND ALL OTHERS IN POSSESSION.

Please take notice that your Month-to-Month Tenancy or Tenancy At Will of the hereinafter-described premises is hereby terminated as of the date thirty (30) days after the service of this NOTICE upon you. You are hereby required to quit and surrender possession thereof to the undersigned on or before the date thirty (30) days after service of this NOTICE upon you.

The premises of which you are required to surrender possession are:

Address \_\_\_\_\_ Apt # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

THIS IS INTENDED AS A THIRTY (30) DAY LEGAL NOTICE FOR THE PURPOSE OF TERMINATING YOUR AGENCY.

“State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.”

THIS TERMINATION OF TENANCY IS IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTION 1946.

Dated \_\_\_\_\_

\_\_\_\_\_  
Person Authorized to Give Notice

## PROOF OF SERVICE

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- On \_\_\_\_\_ (date), I handed the notice to the tenant(s) personally.
- On \_\_\_\_\_ (date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).
- On \_\_\_\_\_ (date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the resident of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

3.16.2022

# 30 Day Notice - Sale of Property

**THIRTY DAY NOTICE TO VACATE**  
**(Tenancies not subject to TPA, § 1946.1)**

Landlord(s): _____
Tenant(s): _____

TO TENANT(S) AND ALL OTHER  
PERSONS IN POSSESSION OF THE  
PREMISES DESCRIBED AS:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ zip: \_\_\_\_\_

**Please take notice**, your land lord has elected to terminate your tenancy at the expiration of thirty days following service of this notice or on: \_\_\_\_\_ for the following reason:

- The unit is alienable separate from title to any other unit
- Owner has contracted to sell unit and established escrow with a bona fide purchaser
- Escrow was opened not more than 120 days ago
- The purchaser I a natural person(s)
- The purchaser intends to reside in the unit for at least one full year

Note, that the law still requires you to pay rent unless alternative arrangements have been made with your landlord/owner.

State law permits former Tenants to reclaim abandoned personal property left at the former address of the Tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Landlord after being notified that property belonging to you was left behind after you moved out.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Landlord/Authorized Agent

**PROOF OF SERVICE**

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

- On \_\_\_\_\_(date), I handed the notice to the tenant(s) personally.
- On \_\_\_\_\_(date), after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).
- On \_\_\_\_\_(date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the resident of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).

**SIXTY (60) DAY NOTICE TO VACATE**  
(Property Subject to Tenant Protection Act, Cal Civ. § 1946.2)

Landlord(s): _____
Tenant(s): _____

TO TENANT(S) AND ALL OTHER  
PERSONS IN POSSESSION OF THE  
PREMISES DESCRIBED AS:

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ zip: \_\_\_\_\_

**Please take notice**, your land lord has elected to terminate your tenancy at the expiration of sixty days following service of this notice or on: \_\_\_\_\_ for the following reason:

- Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents
- Withdrawal of property from the rental market
- Pursuant to an order issued by a government agency regarding habitability
- Order by government agency to vacate the property
- There is a local ordinance that requires you to vacate the property
- Intent to demolish or substantially remodel

You must still pay rent as follows: \$\_\_\_\_\_ for month of \_\_\_\_\_ 20\_\_\_\_, and/or prorated amount of \$\_\_\_\_\_ through the date to vacate. In addition, you are entitled to relocation assistance. Landlord elects to comply with relocation assistance in amount of \$\_\_\_\_\_ as follows: ( ) direct payment within fifteen calendar day of this notice OR ( ) waiver of payment of rent for one month.

State law permits former Tenants to reclaim abandoned personal property left at the former address of the Tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Landlord after being notified that property belonging to you was left behind after you moved out.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Landlord/Authorized Agent

**PROOF OF SERVICE**

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- On \_\_\_\_\_(date), after attempting service in both manners indicated previously, I posted the notice in a conspicuous place at the resident of the tenant(s), AND I deposited a true copy in the U.S. Mail, in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence (date mailed, if different \_\_\_\_\_).