

## 30-DAY NOTICE TO VACATE

From Nonresidential Landlord

**NOTE:** This form is used by a commercial property manager or landlord when the landlord seeks to terminate a month-to-month rental agreement or the occupancy of a tenant paying rent under an expired lease, to terminate the tenancy and require the tenant to vacate.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

**To Tenant:** \_\_\_\_\_

*Items left blank or unchecked are not applicable.*

**FACTS:**

1. You are a Tenant under a rental agreement or expired lease agreement
  - 1.1 dated \_\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Tenant,
  - 1.3 and \_\_\_\_\_, as the Landlord,
  - 1.4 regarding real estate referred to as \_\_\_\_\_.

**NOTICE:**

2. Within thirty (30) days after service of this notice, you will vacate and deliver possession of the premises to Landlord, or \_\_\_\_\_.
3. This notice is intended as a 30-Day Notice to terminate your month-to-month tenancy.
4. Pro rated rent of \$\_\_\_\_\_ through the date to vacate is due \_\_\_\_\_, 20\_\_\_\_\_.
5. Landlord acknowledges prior receipt of \$\_\_\_\_\_ as a security deposit.
  - 5.1 Within 21 days after you vacate, Landlord will furnish you a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(f)(1)]
  - 5.2 Landlord may deduct only those amounts necessary to:
    - a. reimburse for Tenant defaults in rental payments;
    - b. repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
    - c. clean the premises, if necessary;
    - d. reimburse for loss, damage or excessive wear and tear on furnishings provided to Tenant.
6. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
7. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.
8. If you fail to vacate and deliver possession of the premises within 30 days, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.

Date: \_\_\_\_\_, 20 \_\_\_\_\_

Landlord/Agent: \_\_\_\_\_ CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_