

## 90-DAY NOTICE OF CHANGE IN RENTAL TERMS

For Properties Not Subject to Rent Cap Requirements

**NOTE:** This form is used by a residential property manager or landlord when seeking a rent increase exceeding 10% from a tenant under a rental or expired lease agreement, together with any change in other terms or conditions, to notify the tenant of the increased rent more than 90 days in advance of the change.

**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
  - 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:**

Ninety (90) days after service of this notice on you, the terms of your tenancy on the real estate are changed as indicated below:

2. Rent is to be \$\_\_\_\_\_ payable  monthly, or \_\_\_\_\_, in advance, and due on the \_\_\_\_\_ day of the month.
  - 2.1 Rent to be paid by  personal check, or  \_\_\_\_\_.
  - 2.2 Rent may be tendered by  mail, or  personal delivery, to \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Phone, Fax, Email)
    - a. Personal delivery of rent will be accepted during the hours of \_\_\_\_\_ to \_\_\_\_\_ on the following days:  
\_\_\_\_\_.
  - 2.3 Rent may also be paid by deposit into account number \_\_\_\_\_, at \_\_\_\_\_ (Financial Institution)  
\_\_\_\_\_ (Address)
3. The common area maintenance charge is to be \$\_\_\_\_\_ per month, payable with each payment of rent.
4. Utilities now paid by Landlord to be paid by Tenant as checked:  
 Gas  Electricity  Sewage and Rubbish  Water  Cable TV
5.  Tenant to maintain and properly care for the lawns, gardens, tree, shrubs and watering system.
6. An additional security deposit of \$\_\_\_\_\_ is payable with the next rent payment.
7. Smoking is prohibited in the following area(s) \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_
9. **This notice affects no other terms of your tenancy.**

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

Landlord/Agent: \_\_\_\_\_

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

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

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

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