

THREE-DAY NOTICE TO PERFORM OR QUIT

For Properties Subject to Just Cause Eviction Requirements

NOTE: This form is used by a property manager or landlord of a property subject to Just Cause eviction requirements when a tenant fails to perform a nonmonetary activity called for in a rental or lease agreement, to notify the tenant if the violation may be cured within three days or whether the violation is incurable, requiring the tenant to vacate and deliver possession within three days. [Calif. Civil Code §1946.2]

DATE: _____, 20_____, at _____, California.

To Tenant: _____

Items left blank or unchecked are not applicable.

FACTS:

1. You are a Tenant under a rental 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. You are the Tenant of a property requiring "just cause" to terminate the tenancy. You are in violation of the following terms of your possession which classifies the potential termination of your tenancy as at-fault just cause:
 - 2.1 ☐ Breach of a material term of the lease.
 - 2.2 ☐ Failure to enter into a renewal or extension of a lease which terminated on or after January 1, 2020.
 - 2.3 ☐ Committing or permitting waste to the premises or maintaining a nuisance.
 - 2.4 ☐ Conduct of criminal activity on the premises or common areas, or using the premises for an unlawful purpose.
 - 2.5 ☐ Assigning or subletting the premises in violation of the terms of the lease.
 - 2.6 ☐ Refusal to allow Landlord's authorized entry into the premises.
 - 2.7 ☐ Termination of the resident manager or employee status of Tenant which was the basis of occupancy.
 - 2.8 ☐ Failure to deliver possession after providing Landlord notice to terminate the tenancy or surrender possession.
 - 2.9 ☐ _____
3. Your violation is:
 - 3.1 ☐ curable. Within three (3) days after service of this notice, you are required to perform or rectify the breach by _____
 - a. If you fail to cure the breach within three (3) days, you will be served with a three-day notice to quit without an opportunity to cure the violation. [See **RPI** Form 577-1]
 - 3.2 ☐ incurable. Landlord hereby elects to declare a forfeiture of your lease. Within three (3) days after service of this notice, you are required to vacate and deliver possession of the premises to Landlord or _____.
 - a. If you fail to vacate and deliver possession of the premises within three (3) days, legal proceedings may be initiated to regain possession of the premises and to recover the rent owed, treble damages, costs, and attorney fees.
 - b. Landlord reserves the right to pursue collection of any future rental losses allowed by Calif. Civil Code §1951.2.
4. 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: _____, 20_____

Landlord/Agent: _____ DRE #: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____