

60-DAY NOTICE TO VACATE UNDER A NO-FAULT TERMINATION

For Properties Subject to Just Cause Eviction Requirements

NOTE: This form is used by a property manager or landlord of a residential property subject to Just Cause eviction rules when terminating a month-to-month rental agreement or an occupancy under an expired lease, and the tenant has resided in the property for one year or more. [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. This notice is intended as at least a sixty (60) day notice prior to termination of your month-to-month tenancy.
3. You are the Tenant of a property requiring "just cause" to terminate the tenancy. Reason for no-fault just cause termination:
 - 3.1 Landlord or their spouse, domestic partner, children, grandchildren, parents or grandparents intend to occupy the premises for at least 12 continuous months as their primary residence.
 - 3.2 Withdrawal of the premises from the rental market.
 - 3.3 The premises is unfit for habitation as determined by a government agency and through no fault of Tenant.
 - 3.4 Landlord intends to demolish or substantially renovate the property.
 - a. Description of the work to be performed _____
 - b. Expected duration of the work _____
 - c. See attached copy of permits required to complete the repairs or demolition, or a copy of the signed contract with the contractor if the work regards the abatement of hazardous materials and does not require permits.

If Tenant is interested in reoccupying the rental unit following the substantial remodel, Tenant is to inform Landlord of Tenant's interest and provide Tenant's new address, telephone number and email address to Landlord for future notification.

If the substantial remodel of Tenant's unit or demolition of the property as described in this notice of termination is not commenced or completed, Landlord must offer Tenant the opportunity to re-rent Tenant's unit with a rental agreement containing the same terms as Tenant's most recent rental agreement with Landlord at the rental rate that was in effect at the time Tenant vacated. Tenant must notify Landlord within thirty (30) days of receipt of the offer to re-rent of Tenant's acceptance or rejection of the offer, and, if accepted, Tenant must reoccupy the unit within thirty (30) days of notifying Landlord of Tenants acceptance of the offer.

4. On or before _____, 20_____, a date at least sixty (60) days after service of this notice, you will vacate and deliver possession of the premises to Landlord or _____.
5. Rents due and payable by you prior to the date to vacate include:
 - 5.1 Monthly rent of \$ _____, due _____, 20_____; and
 - 5.2 Prorated rent of \$ _____ through the date to vacate, due _____, 20_____.
6. Landlord acknowledges the prior receipt of \$ _____ as your security deposit.
 - 6.1 Within 21 days after you vacate, Landlord will furnish you with a written statement and explanation of any deductions from the deposit and a refund of the remaining amount. [Calif. Civil Code §1950.5(g)(1)]
 - 6.2 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; and
 - d. Reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.

- 7. Tenant is entitled to relocation assistance when the tenancy is terminated for no-fault just cause. Relocation assistance is equal to one month's rent (\$ _____) and is to be made:
 - 7.1 as a direct payment within 15 calendar days of this notice; OR
 - 7.2 in exchange for Landlord's waiver of the payment of rent for the final month before becoming due.
- 8. 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.
- 9. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.
- 10. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
- 11. 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: _____