

30-DAY NOTICE OF CHANGE IN RENTAL TERMS

For Properties Subject to Rent Cap Requirements

NOTE: This form is used by a residential property manager or landlord when increasing rent subject to rent cap limitations, shifting property operating expenses onto the tenant or adding or altering provisions in a rental or lease agreement, to notify the tenant more than 30 days in advance of a change in rental or lease agreement terms. [Calif. Civil Code §1947.12]

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:

California law limits the amount your rent may be increased to the lesser of no more than 5% plus the percentage change in the applicable Consumer Price Index (CPI), or 10% of the lowest gross rental rate charged for the unit at any time during the 12 months prior to the effective date of the increase. If you have occupied the unit for more than 12 months, your rent may be raised no more than two times within that period provided the total increases do not exceed the rent cap.

CHANGE IN RENTAL TERMS:

Thirty (30) days after service of this notice on you, the terms of your tenancy on the real estate are hereby changed as indicated below:

2. Rent will 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 will 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, trees, shrubs and watering system.
6. An additional security deposit of \$_____ is payable with the next rent payment.
7. _____
8. **This notice affects no other terms of your tenancy.**

Date: _____, 20____

Landlord/Agent: _____ DRE#: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____

Email: _____