

**15-DAY NOTICE TO PAY RENT (WITHOUT RENT-RELATED FEES)
NOTICE OF COVID-19 TENANT RELIEF ACT OF 2020**

For Defaults on Amounts from September 1st, 2020 through January 31st, 2021

NOTE: This form is used by a property manager or landlord when a tenant defaults on amounts due under a rental or lease agreement during the period of September 1st, 2020 through January 31st, 2021, to notify the tenant of the amount of the delinquent rents and related fees payable within 15 days, and inform the tenant of the protections provided to them under the COVID-19 Tenant Relief Act of 2020.

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

To Tenant: _____

Items left blank or unchecked are not applicable.

FACTS:

1. You are a Tenant under a rental or 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 in breach of the payment of amounts due under the rental or lease agreement.
3. Within fifteen (15) days after service of this notice you are required to either:
 - 3.1 Pay rent and other amounts now due and unpaid in the **Total Amount** of\$_____ representing rent for the periods of
_____, 20__ to _____, 20__ Amount \$ _____
_____, 20__ to _____, 20__ Amount \$ _____
_____, 20__ to _____, 20__ Amount \$ _____

and amounts due for

- common area maintenance (CAM) of \$ _____
- association assessments of \$ _____
- property taxes of \$ _____

The **Total Amount** due may be paid in one of the following manners:

- a. By personal delivery to _____ (Name)
_____ (Address)
_____ (Phone)
Payment of the Total Amount due will be accepted at the above address during the hours of _____ to _____ on the following days: _____.
- b. By deposit into account number _____
at _____ (Financial Institution)
_____ (Address)
- c. By the electronic funds transfer previously established between Landlord and Tenant.
- d. _____

OR

- 3.2 Sign and deliver the attached Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked below) within 15 days to Landlord or _____ to avoid eviction. [See **RPI** Form 575-4 (COVID-19)]

4. **NOTICE FROM THE STATE OF CALIFORNIA:** If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.

- 5. Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice.

If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.

- 6. If you fail to pay the Total Amount due or return the Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked above) within fifteen (15) days, legal proceedings will be initiated against you to regain possession of the premises and to recover the amounts owed, treble damages, costs and attorney fees. [See RPI Form 575-4 (COVID-19)]
- 7. The Landlord hereby elects to declare a forfeiture of your Right to Possession if you fail to pay the Total Amount demanded above or fail to return the Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked above).

7.1 Landlord reserves the right to pursue collection of any future loss of rent allowed by Civil Code §1951.2.

- 8. 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: _____

TENANT DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Code of Civil Procedure Section 1179.02(d)

NOTE: This form is used by a tenant under a rental or lease agreement when they have defaulted in rental payments during the period of March 1st, 2020 through January 31st, 2021, to notify the landlord the default was the result of COVID-19-related financial distress and obtain eviction protection under the COVID-19 Tenant Relief Act of 2020.

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

To Landlord: _____

Items left blank or unchecked are not applicable.

FACTS:

- 1. I am a Tenant under a rental or 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 _____.
- 2. I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:
 - 2.1 Loss of income caused by the COVID-19 pandemic.
 - 2.2 Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
 - 2.3 Increased expenses directly related to health impacts of the COVID-19 pandemic.
 - 2.4 Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
 - 2.5 Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
 - 2.6 Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

For information about legal resources that may be available to you, visit <https://lawhelpca.org/>.

For information, resources, and support visit www.LandlordTenant.dre.ca.gov.

Signed under penalty of perjury under the laws of the State of California.

Date: _____, 20_____

Signature: _____

Signature: _____