

THREE-DAY NOTICE TO PAY RENT OR QUIT

Without Rent-Related Fees

NOTE: This form is used by a property manager or landlord when a tenant defaults on rent payments under a rental or lease agreement, to notify the tenant of the amount of delinquent rent payable within three days or vacate and deliver possession.

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 three (3) 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)
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 Deliver possession of the premises to Landlord or _____.
- 4. If you fail to pay the Total Amount due, or to deliver possession of the premises within three (3) 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.
- 5. The Landlord hereby elects to declare a forfeiture of your Right to Possession if you fail to pay the Total Amount demanded above.
 - 5.1 Landlord reserves the right to pursue collection of any future loss of rent allowed by Civil Code §1951.2.
- 6. 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: _____