**Notice to Terminate Tenancy**

To:

And all other occupants in possession of the Premises located at

PLEASE TAKE NOTICE that your tenancy of the Premises is terminated effective at the end of a:

[ ]  Thirty (30) day period (If any occupant has resided in premises for less than one year, Tenancy at will, commercial property, or as provided by law, or

[ ]  Sixty (60) day Period (If all occupants have resided in residential premises for one year or more, or

[ ]  Ninety (90) day period (If Section 8 Tenancy)

After service of this notice, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, whichever is later.

If Just Cause for termination is required to be stated by law or the terms of your lease, please state good cause here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  If this box is checked, you are entitled to relocation assistance or a rent waiver pursuant to the Tenant Protection Act of 2019. You are hereby notified that Landlord/Agent elects to waive the rent in the amount of $

for the final month of your tenancy and that no rent is due for that final month. Alternatively, Landlord/Agent may pay to Tenant(s) relocation assistance of one month's rent within fifteen (15) days of service of this notice.

If you fail to quit, move out and surrender possession of the Premises, legal proceedings will be instituted against you to obtain possession, which could result in a judgment against you for possession, holdover damages, reimbursement of relocation assistance, attorneys' fees and court costs as allowed by law, plus the Landlord/Agent may recover an additional punitive award of six hundred dollars ($600.00) pursuant to California CCP § 1174(b) for such unlawful detention.

Be advised that if the Premises are residential property, you may request a preliminary pre-move out inspection of the Premises prior to vacating. Preliminary inspections may be conducted during normal business hours within the two-week period prior to the termination of your tenancy. Your request must be in writing and should include a suggested date and time for entry to the Premises. The Landlord/Agent will try to reach a mutually agreeable date and time to conduct the requested inspection. You may but are not required to be present, and unless waived by you, a 48-hour notice will be given of the time of entry. Unless your request is withdrawn in writing at least 24-hours before the scheduled inspection, entry will be made as noticed or as agreed if there has been a waiver. Any deficiencies noted in the pre-move out inspection checklist may be corrected by you only in accordance with the terms and conditions of your rental agreement, which may require that only a licensed and bonded contractor perform any necessary repairs in order to return the Premises to the same condition as it was at the inception of the tenancy. The inspection will be limited to visually accessible areas only and will not include areas obscured by occupants' personal property. The Landlord/Agent's final move-out inspection of the vacated Premises will be used to determine any deductions from your security deposit. Invoice and proof of payment and release of any liens for all work performed must be provided to Landlord/Agent upon surrender of the Premises. This Notice of Termination of Tenancy does not relieve you of your duty to pay rent through the termination date.

Date Landlord/Agent

*California law permits former tenants to reclaim abandoned personal property left at the fprrner 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. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations.*

**DECLARATION OF SERVICE OF NOTICE TO TENANT(S)**

**[California Civil Code section 827]**

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) eighteen years of age, and that I served the following notice:

NOTICE TO TERMINATE TENANCY

|  |  |  |
| --- | --- | --- |
| on the day of and set forth below: |  | in one of the manners checked |
|  |  |

**(1) PERSONAL SERVICE**

 [ ] By DELIVERING a copy of the Notice **PERSONALLY** to:

**(2) SERVICE BY MAIL**

(To be used only in the event that Personal service cannot be completed and adds an additional five (5) days to the effective date of rent increase)

[ ] By **MAILING**  by first class mail, a copy to each said resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to

 at their place of residence:

Premise:

(Address, Apt *#,* City, State, Zip Code)

**(3) POSTING SERVICE AND MAILING**

*(To be used only in the event that Personal and Substitute service cannot be completed and the Tenant's place of employment is unknown or unascertainable)*

*[ ]  By* **POSTING**  a copy of the Notice in a conspicuous place on the property therein described, there being no person of suitable age and discretion to be found at any known place of residence or business of said resident(s), and **MAILING**  by first class mail on the same day as posted, a copy to each said resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the resident(s) at their place of residence:

Premise:

(Address, Apt #, City, State, Zip Code)

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and if called as a witness to testify thereto, I could do so competently.

Executed this day of at , California.

Print Name Signature