

September/October 2020 COVID-19 Forms Release Quick Summary

This chart is a quick summary of the emergency release of forms related to coronavirus released on **September 9, 2020, September 21, 2020, and October 8, 2020**. For further information, please refer to the C.A.R. web page at:

<https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/September-2020-Forms-Release>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised	OK to use prior revision
CDC-TD	Centers for Disease Control COVID-19 Tenant Declaration	N/A	This form was created by an Order from the CDC. If a residential tenant who cannot pay rent signs the form and delivers to the landlord, the landlord may not evict the tenant for non-payment of rent, until January 1, 2021. Only applies if the tenant earns no more than \$99,000 per year.	NEW
CRFP	Coronavirus Rent Forgiveness, Termination of Tenancy and Possession of Premises Agreement	N/A	This form documents a voluntary agreement by a residential landlord and tenant. The landlord agrees to forgive all or part of unpaid rent in exchange for possession of the property on a date certain.	NEW
CRRA	Coronavirus Unpaid Rent Repayment Agreement	N/A	This voluntary form documents an agreement by a tenant to, over time, pay back a landlord for rent that was unpaid since the beginning of the COVID-19 state of emergency. If a local government has issued an order or ordinance establishing a payback period, that local enactment needs to be complied with. Under superseding state law, the payback period can begin no later than March 1, 2021 and end no later than March 1, 2022.	NEW
CURC	Coronavirus Unpaid Rent Calculation	N/A	If a residential tenant has not paid rent anytime from March 1, 2020 to January 31, 2021, a landlord must document the amounts owed and dates the rent was due as part of an eviction notice. This form identifies those amounts and dates.	NEW
DCFD	Tenant Declaration of COVID-19 Related Financial Distress	N/A	California law prohibits a landlord from evicting a residential tenant if the tenant signs and delivers to the landlord a declaration under penalty of perjury that the tenant is unable to pay rent due to a COVID-19 related reason. An unsigned version of this form must be attached to an eviction notice for unpaid rent from March 1, 2020 to January 31, 2021. No proof of inability to pay is needed unless tenant is a "high income" tenant.	NEW
NTRA	Notice of Tenant of COVID-19 Tenant Relief Act of 2020	N/A	This form, informing a residential tenant of the tenant's rights under California law must be given to a tenant before serving a tenant with an eviction notice.	NEW
NTT-CTRA	Notice of Termination of Tenancy: COVID Tenant Relief Act	N/A	During the COVID covered period, March 1, 2020 – January 31, 2021, a tenancy can only be terminated for "cause" and the allowable reasons, and minimum notice periods, are specified in the form.	Coming Oct 8, 2020

PCQ-CTRA	Notice To Cure Or Perform Covenant Or Quit: COVID Tenant Relief Act	N/A	During the COVID covered period, March 1, 2020 – January 31, 2021, attempts to evict a tenant for failure to meet a non-monetary, contractual obligation, the notice to perform should be followed by a separate notice to quit.	Coming Oct 8, 2020
PMC-CPP	Notice to Cure Covid Protected Period Monetary Covenant or Quit	N/A	This form satisfies the statutory requirements for a 15-day notice to pay money, other than rent, that is due between March 1, 2020 and August 31, 2020.	NEW
PMC-TP	Notice to Cure Covid Transition Period Monetary Covenant or Quit	N/A	This form satisfies the statutory requirements for a 15-day notice to pay money, other than rent, that is due between September 1, 2020 and January 31, 2021.	NEW
PRQ-CPP	Notice to Pay Covid Protected Period Rent or Quit	N/A	This form satisfies the statutory requirements for a 15-day notice to pay rent or quit, for unpaid rent that is due between March 1, 2020 and August 31, 2020.	NEW
PRQ-TP	Notice to Pay Covid Transition Period Rent or Quit	N/A	This form satisfies the statutory requirements for a 15-day notice to pay rent or quit, for unpaid rent that is due between September 1, 2020 and January 31, 2021. Residential tenant is obligated to pay 25% of amount due by January 31, 2021.	NEW
NTT	Notice of Termination of Tenancy	6/20	Instructions added not to use this form for termination of residential tenancy during COVID period if tenant a natural person.	N
PCQ	Notice to Cure or Perform Covenant or Quit	6/20	This 3-day notice is modified to inform the user that other forms are necessary if a non-rent covenant is due between March 1, 2020 and January 31, 2021.	N
PRQ	Notice to Pay Rent or Quit	6/20	This 3-day notice is modified to inform the user that other forms are necessary if unpaid rent is due between March 1, 2020 and January 31, 2021.	N

* These forms will **only be available either via zipForm®Plus or from the following Associations:** Beverly Hills/Greater Los Angeles AOR, Newport Beach AOR, North San Diego County AOR and Sacramento AOR.

C.A.R. no longer monitors the legal validity of any prior form version and the C.A.R. User Protection Agreement only applies to the most current version of a form.

See <https://www.car.org/zipform/standard-forms/user-protection-agreement> for full text of the User Protection Agreement.



CENTERS FOR DISEASE CONTROL COVID-19 TENANT DECLARATION (C.A.R. Form CDC-TD, 9/9/20)

To: _____ ("Landlord or Manager")
of the premises located at: _____ (Street Address)
_____ (Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code) ("Premises").

DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing1;
I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary2 out-of-pocket medical expenses;
I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.3
I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Tenant or Adult Resident _____ Date _____
Signature of Declarant

Tenant or Adult Resident _____ Date _____
Signature of Declarant

1 "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.
2 An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.
3 "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

(Keep a copy for your records.)

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CORONAVIRUS RENT FORGIVENESS, TERMINATION OF TENANCY AND POSSESSION OF PREMISES AGREEMENT (C.A.R. Form CRFP, 9/21/20)

This is an addendum to the Residential Lease or Month-to-Month Rental Agreement OR Verbal month-to-month rental agreement, date unknown, Other, dated, on property known as, between, and

Tenant shall mean any adult person who is occupying the Property, whether or not paying rent. Landlord and Tenant are referred to as the "Parties."

- 1. UNPAID (PAST DUE) RENT: Tenant has failed to pay Landlord the full amount of rent due for all or part of time beginning on March 1, 2020 and ending on January 31, 2021.
2. LANDLORD RIGHTS REGARDING UNPAID RENT AND POSSESSION OF PREMISES: Tenant is liable for unpaid rent.
3. MUTUAL INTENT TO AVOID LEGAL ACTION: In order to avoid the potential expense and uncertainty of legal action...
4. TENANT, AND ALL OCCUPANTS, AGREE: A. The Lease whether in writing, verbal, or oral shall be terminated...
5. PROVIDED TENANT AND OCCUPANTS SATISFY THE CONDITIONS SPECIFIED IN PARAGRAPH 4, LANDLORD AGREES: A. To release Tenant from the obligation to pay all...
6. EFFECT OF FAILURE TO COMPLY: If any of the obligations in Paragraph 4 are not complied with, Landlord may pursue any remedy allowable by law.

By signing below, each Tenant acknowledges that they have read, understand, agree to the terms herein and, among other obligations, to vacate the Premises and comply with the terms specified in Paragraphs 4. By signing below, Landlord agrees to the terms herein, and among other obligations, to comply with the terms of Paragraph 5.

Tenant: Date
Tenant: Date
Landlord or Landlord's Agent: Date
Landlord or Landlord's Agent: Date

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CORONAVIRUS UNPAID RENT REPAYMENT AGREEMENT

(C.A.R. Form CRRA, 9/21/20)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental OR
 Other _____ (“Lease”),
 dated _____, on property known as _____ (“Premises”),
 in which _____ is referred to as (“Tenant”),
 and _____ is referred to as (“Landlord”).

1. **RIGHT TO DELAY RENT:** The California legislature has enacted the COVID-19 Tenant Relief Act of 2020, and many cities and counties have enacted legislation on their own, or an executive for those governing bodies has mandated by an emergency executive order, eviction moratorium or rent delay laws permitting a tenant to delay rent payments as a result of the Coronavirus (COVID-19) pandemic. Tenant has failed/will fail to pay all or a portion of the contractually required rent over the period commencing on March 1, 2020 and ending on January 31, 2021.
2. **UNPAID RENT:** Tenant has accumulated/will accumulate \$ _____ in unpaid rent over the period commencing on March 1, 2020 and ending on January 31, 2021, as more specifically identified in the attached Coronavirus Unpaid Rent Calculation (C.A.R. Form CURC). Landlord and Tenant agree that Tenant shall repay Landlord in accordance with Paragraphs 4, 5, 6, and 7 below.
3. **APPLICABLE LAW:** Regardless of any city or county law permitting Tenant the right to delay repayment of unpaid rent, the beginning date of the repayment period may not be delayed beyond March 1, 2021. Landlord and Tenant are advised to consult with a qualified California landlord-tenant attorney familiar with the laws in the jurisdiction in which the Premises is located to assess their obligations under State and local law and whether this repayment agreement satisfies the requirements of any applicable law.
4. **REPAYMENT PLAN:** Tenant agrees to repay, and Landlord agrees to accept, the total delayed rent as follows:
 - A. In _____ equal monthly installments of \$ _____ per month for _____ months, or _____.
 - B. The date of the first installment shall be _____ 1, 2020.
 - C. The last repayment shall be on _____ (date).
 - D. Other: _____.

5. RENT PAYMENT AND REPAYMENT SCHEDULE:

	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021
Regular Rent Due						
Past-due Rent						
Total Rent Due						

	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Regular Rent Due						
Past-due Rent						
Total Rent Due						

	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022
Regular Rent Due						
Past-due Rent						
Total Rent Due						

6. **ADDITIONAL REPAYMENT TERMS:**
 - A. Payment shall be made in the same manner and to the same place as specified in the Lease, or as subsequently modified in writing.
 - B. The repayment amount shall be in addition to the contractual monthly rent due.
 - C. If the tenancy, whether fixed-term or month-to-month, terminates voluntarily by Tenant or for cause by Landlord, the unpaid portion of deferred rent shall become immediately due and payable.
 - D. Failure to pay any installment of the unpaid, deferred rent shall be deemed a breach of this Agreement and entitle Landlord to bring legal action against Tenant for the full amount of any remaining unpaid rent.

7. **ADDITIONAL TERMS:** _____



By signing below, Tenant and Landlord acknowledge that each has read, understands, received a copy of, and agrees to the terms of this Coronavirus Unpaid Rent Repayment Agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Landlord _____ Date _____

CRRA UNPAID RENT

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CORONAVIRUS UNPAID RENT CALCULATION

(C.A.R. Form CURC, 9/21/20)

The following paragraphs are intended to identify the amount of unpaid rent owed, and dates due, by Tenant to Landlord under the Residential Lease or Month-to-Month Rental OR Other _____ (“Lease”), dated _____, on property known as _____ (“Premises”), between _____ (“Tenant”), and _____ (“Landlord”).

Landlord and Tenant are referred to as the “Parties.”

1. **APPLICABLE LAW:** The California legislature has enacted the COVID-19 Tenant Relief Act of 2020, and many cities and counties have enacted legislation on their own, or an executive for those governing bodies has mandated by an emergency executive order, eviction moratorium or rent delay laws permitting a tenant to delay rent payments as a result of the Coronavirus (COVID-19) pandemic. The paragraphs below contain the Landlord’s representation of the amount of unpaid rent and date that such unpaid rent was/is due.

2. **A. AMOUNT OF UNPAID RENT DEMANDED BY LANDLORD:**

	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020
Rent Due						
Rent Paid						
Unpaid Rent						

	September 2020	October 2020	November 2020	December 2020	January 2021
Rent Due					
Rent Paid					
Unpaid Rent					

B. Total Unpaid Rent: \$ _____.

C. All rent is/was due on the first of the applicable month, unless otherwise stated here: _____.

By signing below, Landlord represents that the amounts demanded and dates specified in paragraph 2 above are accurate and allowed under the terms of the Lease.

Landlord _____ Date _____

Landlord _____ Date _____

By signing below, Tenant acknowledges that each has read, understands, and received a copy of, this Coronavirus Unpaid Rent Calculation.

Tenant _____ Date _____

Tenant _____ Date _____

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TENANT DECLARATION OF COVID-19 RELATED FINANCIAL DISTRESS

(C.A.R. Form DCFD, 9/21/20)

To: _____ ("Landlord")

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:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
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.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
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.

Signed under penalty of perjury:

Dated:

Tenant _____

Tenant _____

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To: _____ ("Tenant") and any other occupant(s) in possession of the premises located at: _____ (Street Address) _____ (Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code) ("Premises"). Other notice address if different from Premises above: _____

"NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

"COVID-19-related financial distress" means any of the following:

- 1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

- 1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which 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, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.



It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org." [Code of Civil Procedure Section 1179.04(a).]

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____ on _____ (date)
In the following manner:

Service may be made in any of the following methods. Emailing this notice does not satisfy the requirements of California law.

- A.** **Mail:** A copy of the Notice was mailed to the above-named Tenant at the Premises, or other notice address above.
- OR B. Service pursuant to §1162 of the Code of Civil Procedure: Service attempts must be made in the following order, B1, then B2, then B3.**
- Personal service:** A copy of the Notice was personally delivered to the above-named Tenant.
 - Substituted service (If Tenant is absent from Tenant's residence or usual place of business):** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.
 - Posting and Mailing (May be used only if the Tenant's residence or usual place of business cannot be ascertained or if known then only if no person of suitable age and discretion can be found at those locations):** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice) (Date)

(Print Name)

(Keep a copy for your records.)

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NTRA 9/9/20 (PAGE 2 OF 2)





NOTICE OF TERMINATION OF TENANCY: COVID Tenant Relief Act (Termination of Residential Tenancies Prior to February 1, 2021, If Tenant is a Natural Person) (C.A.R. Form NTT-CTRA, Revised 10/xx/20)

To: _____ ("Tenant") and any other occupant(s) in possession of the premises located at: (Street Address) _____ (Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code) _____ ("Premises").

YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)

The Tenant Protection Act of 2019, aka AB 1482, ("TPA") The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws. For more information, see the IMPORTANT NOTES below. The COVID-19 Tenant Relief Act of 2020 ("CTRA") requires that residential tenants who are natural persons can only be evicted "for cause" whether or not the property is covered by or exempt from the TPA. Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with both the TPA and CTRA before terminating a tenancy for any reason specified below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to serving this notice.

Termination of Residential Tenancies Prior to February 1, 2021, If Tenant is a Natural Person PROPERTIES OR TENANCIES COVERED BY THE CTRA:

- 1. Your tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on _____ (whichever is later), for the following reason:
A. Family Move-In. Owner, or owner's spouse, domestic partner, parents, grandparents, children or grandchildren, intend to occupy the Premises. Tenant has previously agreed that owner may unilaterally terminate the tenancy for such a reason (C.A.R. Form RCJC dated _____).
B. Owner intends to withdraw the Premises from the rental market.
C. Owner intends to demolish or substantially remodel the Premises. Only applies if the work to be done is necessary to maintain the habitability of the Premises.
D. Owner intends to comply with (i) an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR (ii) a local ordinance that mandates the Premises be vacated.
E. Owner has entered into a contract to sell the Premises to a natural person(s); AND Purchaser intends to reside in the Premises; AND Title to the Premises is separately alienable from any other dwelling unit (e.g., it is a single-family unit or condominium) AND Owner has previously provided Tenant with a single family property exemption (C.A.R. Form RCJC dated _____).

Except as specified below, if 1A - 1D applies, tenant is entitled to relocation assistance in an amount equal to one-month's rent. Owner elects to compensate tenant by waiving rent for the final month of tenancy, or, if checked, providing direct payment to tenant within 15 calendar days of providing this notice. However, no payment is required if a court or government agency has determined that the tenant is the cause of reason for the notice in 1D. This relocation payment is not required if the landlord would not otherwise be required to pay it pursuant to Section 1946.2 of the Civil Code or any other law.

- OR 2. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice or on _____ (whichever is later). Only applies if all of the following are met:
A. Landlord has entered into a contract to sell the Premises to a natural person(s);
B. AND Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
C. AND Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
D. AND Escrow was opened 120 or fewer days prior to the delivery of this Notice;
E. AND Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
F. AND Tenant has not previously been given a notice of termination of tenancy.



If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

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.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

Landlord is advised to use the form identified below for a termination of tenancy for the following reasons:

Pay Rent or Quit (C.A.R. form PRQ): Default in the payment of rent;

Notice to Cure or Perform Covenant or Quit (C.A.R. form PCQ, PCQ-CTRA, PMC-CPP, or PMC-TP): Breach of a material term of the lease or rental; Upon termination of an existing lease, tenant fails to execute a written extension or renewal of a lease for similar terms and duration of an existing lease; Tenant fails to deliver possession of the Premises after giving landlord written notice of intent to terminate; and Tenant refuses to allow owner the right to enter the premises after being given proper notice;

Notice to Quit (C.A.R. form NTQ): Tenant maintains or causes a nuisance, waste, criminal activity; makes a criminal threat against the owner or agent; uses the Premises for an unlawful purpose; or where the tenant's employment or hiring by the owner or agent has been terminated; OR when the tenant has failed to cure a breach of the lease or rental by the time specified in a notice to cure or notice to perform covenant or quit previously provided to tenant.

Landlord (Owner or Agent) _____ Date _____
Landlord (Owner or Agent) _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____



DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**
 Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**
 Certified/Registered mail. A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records)

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**NOTICE TO CURE OR PERFORM COVENANT OR QUIT:
 COVID Tenant Relief Act
 (FOR RESIDENTIAL TENANCIES IF TENANT IS A NATURAL PERSON – NON-MONETARY OBLIGATIONS)
 (FOR NON-RENT MONETARY OBLIGATIONS INCURRED BETWEEN MARCH 1, 2020 AND JANUARY 31, 2021, USE FORM PMC-CPP OR PMC-TP, OR BOTH, INSTEAD)
 (C.A.R. Form PCQ-CTRA, Revised 10/xx/20)**

To: _____ (“Tenant”)
 and any other occupant(s) in possession of the premises located at: _____
 _____ (Street Address) _____ (Unit/Apartment #)
 _____ (City) _____ (State) _____ (Zip Code) (“Premises”).

Other notice address if different from Premises above: _____

The Tenant Protection Act of 2019, aka AB 1482, (“TPA”) The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws. **For more information, see the IMPORTANT NOTES below.**

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.**

NOTICE TO THE ABOVE-NAMED PERSON(S) AND ANY OTHER OCCUPANTS OF THE ABOVE-REFERENCED PREMISES: WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

1. Sign the previously provided, or if checked, attached written extension or renewal of your lease, provided that the extension or renewal is of a similar duration and on similar term as your expiring (or expired) lease. The inclusion of (i) the notice requirements of the TPA or (ii) an increased rent amount allowed pursuant to the TPA shall be deemed to be of similar terms of your expiring (or expired) lease.
2. Allow the owner or owner’s agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code.
3. Perform the following covenant or cure the following breach of your rental agreement: _____

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit (C.A.R. Form NTQ) without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174).

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.



IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable. **The COVID-19 Tenant Relief Act of 2020 (“CTRA”) requires that until February 1, 2021 residential tenants who are natural persons can only be evicted “for cause” whether the property is covered by or exempt from the TPA.**

Landlord _____ Date _____
 (Owner or Agent)
 Landlord _____ Date _____
 (Owner or Agent)
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant’s residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 (Signature of person serving Notice) (Date)

 (Print Name)

(Keep a copy for your records)

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NOTICE TO CURE COVID PROTECTION PERIOD MONETARY COVENANT OR QUIT
 (USE FOR MONETARY NON-RENT RESIDENTIAL OBLIGATIONS INCURRED BETWEEN MARCH 1, 2020 AND AUGUST 31, 2020 IF TENANT IS A NATURAL PERSON)
 (C.A.R. Form PMC-CPP, Revised 9/21/20)

To: _____ (“Tenant”)

and any other occupant(s) in possession of the premises located at: _____

_____ (Street Address) _____ (Unit/Apartment #)

_____ (City) _____ (State) _____ (Zip Code) (“Premises”).

Other notice address if different from Premises above: _____

The Tenant Protection Act of 2019, aka AB 1482, (“TPA”) The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws. **For more information, see the IMPORTANT NOTES below.**

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.**

PROPERTIES OR TENANCIES COVERED BY THE TPA:

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows (**Do Not Use for residential non-rent monetary obligations incurred between September 1, 2020 and January 31, 2021. Use form PMC-TP instead**):

- (i) Past Due Amount: \$ _____ required by _____
- \$ _____ required by _____
- \$ _____ required by _____

Total Due: \$ _____

(ii) If applicable, check, money order, draft or instrument, shall be **made payable** to: _____

(iii) Payment shall be **delivered** to: _____ (specific individual)

whose phone number is _____, at _____

_____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174).

PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA 2019 before selecting any of the options below.

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice, unless a longer time is specified in paragraph 7, you are required to comply with the following or vacate the Premises and surrender possession. If you do not do so, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174).

1. Allow the owner or owner’s agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code



2. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows **(Do Not Use for residential non-rent monetary obligations incurred between September 1, 2020 and January 31, 2021 if Tenant is a natural person. Use form PMC-TP instead):**

(i) Past Due Amount: \$ _____ required by _____
\$ _____ required by _____
\$ _____ required by _____

Total Due: \$ _____

(ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** _____

(iii) Payment shall be **delivered to:** _____ (specific individual)
whose phone number is _____, at _____
_____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____

3. Perform the following covenant or cure the following breach of your rental agreement within the time specified above
(or _____ Days, which must be at least 3, excluding Saturdays, Sundays, and other judicial holidays): _____

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

4. Declaration of COVID-19 Related Financial Distress:

A. *“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, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.*

You will still owe this money to your landlord and can be sued for the money, 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.”

B. An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.

C. **High Income Tenant:**

(1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.

(2) *“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.”

5. Notice of COVID-19 Tenant Relief Act of 2020:

A. On or before September 30, 2020, Landlord has previously served Tenant with a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA),

OR B. Attached to this Notice to Pay COVID Transition Period Rent or Quit is a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA). This paragraph is only applicable if the Notice to Pay COVID Transition Period Rent or Quit is served prior to September 30, 2020.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

6. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.** **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant’s residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice) (Date)

(Print Name)

(Keep a copy for your records.)

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Reviewed by _____





NOTICE TO CURE; COVID TRANSITION PERIOD MONETARY COVENANT OR QUIT
(USE FOR MONETARY NON-RENT RESIDENTIAL OBLIGATIONS INCURRED BETWEEN SEPTEMBER 1, 2020 AND JANUARY 31, 2021 IF TENANT IS A NATURAL PERSON)
 (C.A.R. Form PMC-TP, Revised 9/21/20)

To: _____ (“Tenant”)

and any other occupant(s) in possession of the premises located at: _____

_____ (Street Address) _____ (Unit/Apartment #)

_____ (City) _____ (State) _____ (Zip Code) (“Premises”).

Other notice address if different from Premises above: _____

The Tenant Protection Act of 2019, aka AB 1482, (“TPA”) The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws. **For more information, see the IMPORTANT NOTES below.**

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.**

PROPERTIES OR TENANCIES COVERED BY THE TPA:

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

1. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows **(Do Not Use for residential non-rent monetary obligations incurred between March 1, 2020 and August 31, 2020. Use form PMC-CPP instead):**

(i) Past Due Amount: \$ _____ required by _____
 \$ _____ required by _____
 \$ _____ required by _____

Total Due: \$ _____

(ii) If applicable, check, money order, draft or instrument, shall be **made payable** to: _____

(iii) Payment shall be **delivered** to: _____ (specific individual)

whose phone number is _____, at _____

_____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174).

PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA 2019 before selecting any of the options below.

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice, unless a longer time is specified in paragraph 7, you are required to comply with the following or vacate the Premises and surrender possession. If you do not do so, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174).

2. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows **(Do Not Use for residential non-rent monetary obligations incurred between March 1, 2020 and August 31, 2021 if Tenant is a natural person. Use form PMC-CPP instead):**

(i) Past Due Amount: \$ _____ required by _____
 \$ _____ required by _____
 \$ _____ required by _____

Total Due: \$ _____



(ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** _____

(iii) Payment shall be **delivered to:** _____ (specific individual) whose phone number is _____, at _____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

3. Declaration of COVID-19 Related Financial Distress:

A. “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.”

- B. An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.**
- C. High Income Tenant:**
 - (1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.



(2) "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."

4. Notice of COVID-19 Tenant Relief Act of 2020:

- A.** Landlord has previously served Tenant with a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA),
OR B. Attached to this Notice to Pay COVID Transition Period Rent or Quit is a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA). This paragraph is only applicable if the Notice to Pay COVID Transition Period Rent or Quit is served prior to September 30, 2020. This paragraph is only applicable if the COVID Transition Period Monetary Covenant or Quit is served on or before September 30, 2020.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

5. NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.** **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
- Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
- Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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PMC-TP REVISED 9/21/20 (PAGE 3 OF 3)

Reviewed by _____



**NOTICE TO CURE; OR PERFORM COVID TRANSITION PERIOD MONETARY COVENANT OR QUIT
(PMC-TP PAGE 3 OF 3)**



NOTICE TO PAY COVID PROTECTED PERIOD RENT OR QUIT
 (C.A.R. Form PRQ-CPP, 9/21/20)
FOR RENT DUE BETWEEN MARCH 1, 2020 AND AUGUST 31, 2020

To: _____ (“Tenant”)
 and any other occupant(s) in possession of the premises located at: _____
 _____ (Street Address) _____ (Unit/Apartment #)
 _____ (City) _____ (State) _____ (Zip Code) (“Premises”).
 Other notice address if different from Premises above: _____

1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:
 WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to (i) Pay Rent, which is past due (see Paragraph 2), (ii) Vacate the Premises and surrender possession (see Paragraph 3), or (iii) Sign, under penalty of perjury, and deliver to Landlord, the Declaration specified in paragraph 4B below and attached to this Notice.

2. Rent Due and Payment:
 A. The total amount of rent which is past due is \$ _____.
 B. The total amount and the date each payment became due is specified in the attached Coronavirus Unpaid Rent Calculation Addendum (C.A.R. Form CURC).
 C. If applicable, check, money order, draft or instrument, shall be made payable to: _____
 D. Rent shall be delivered to: _____ (specific individual)
 whose phone number is _____, at _____
 _____ (Address)
 E. Rent may be delivered in person between the hours of _____
 on the following days: _____

3. Vacate the Premises and surrender possession.
 If you do not pay the past due amount or give up possession by the required time, or sign and deliver the Declaration specified in paragraph 4, and you continue to occupy the Premises, Landlord declares a forfeiture of the lease and a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

4. Declaration of COVID-19 Related Financial Distress:
 A. *“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, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.*

You will still owe this money to your landlord and can be sued for the money, 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.”

B. An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.
 C. **High Income Tenant:**
 (1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.
 (2) *“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.”

5. Notice of COVID-19 Tenant Relief Act of 2020:

- A.** On or before September 30, 2020, Landlord has previously served Tenant with a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA),
- OR B.** Attached to this Notice to Pay COVID Transition Period Rent or Quit is a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA). This paragraph is only applicable if the Notice to Pay COVID Transition Period Rent or Quit is served prior to September 30, 2020.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

6. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.** **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS.**
- Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant’s residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
- Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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PRQ-CPP 9/21/20 (PAGE 2 OF 2)





NOTICE TO PAY COVID TRANSITION PERIOD RENT OR QUIT
 (C.A.R. Form PRQ-TP, 9/21/20)
FOR RENT DUE BETWEEN SEPTEMBER 1, 2020 AND JANUARY 31, 2021

To: _____ (“Tenant”)
 and any other occupant(s) in possession of the premises located at: _____
 _____ (Street Address) _____ (Unit/Apartment #)
 _____ (City) _____ (State) _____ (Zip Code) (“Premises”).
 Other notice address if different from Premises above: _____

1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:
 WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to (i) Pay Rent, which is past due (see Paragraph 2), (ii) Vacate the Premises and surrender possession (see Paragraph 3), or (iii) Sign, under penalty of perjury, and deliver to Landlord, the Declaration specified in paragraph 4B below and attached to this Notice.

2. Rent Due and Payment:
 A. The total amount of rent which is past due is \$ _____.
 B. The total amount and the date each payment became due is specified in the attached Coronavirus Unpaid Rent Calculation Addendum (C.A.R. Form CURC).
 C. If applicable, check, money order, draft or instrument, shall be **made payable** to: _____
 D. Rent shall be **delivered** to: _____ (specific individual)
 whose phone number is _____, at _____
 _____ (Address)
 E. Rent may be delivered in person between the hours of _____
 on the following days: _____

3. Vacate the Premises and surrender possession.
 If you do not (i) pay the past due amount or (ii) give up possession by the required time, or (iii) sign and deliver the Declaration specified in paragraph 4 within the time specified in paragraph 1, and pay 25% of the amount due no later than January 31, 2021, and you continue to occupy the Premises, Landlord declares a forfeiture of the lease and a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

4. Declaration of COVID-19 Related Financial Distress:
 A. *“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."

B. An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.

C. **High Income Tenant:**

(1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.

(2) *"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."*

5. Notice of COVID-19 Tenant Relief Act of 2020:

A. Landlord has previously served Tenant with a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA),

OR B. Attached to this Notice to Pay COVID Transition Period Rent or Quit is a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA). This paragraph is only applicable if the Notice to Pay COVID Transition Period Rent or Quit is served on or before September 30, 2020.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

6. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**

Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.

C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.

- Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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PRQ-TP 9/21/20 (PAGE 3 OF 3)



NOTICE TO PAY COVID TRANSITION PERIOD RENT OR QUIT (PRQ-TP PAGE 3 OF 3)



FAIR HOUSING & DISCRIMINATION ADVISORY
(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act: CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords
- Real estate brokerage firms
- Homeowners Associations ("HOA");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders

8. **EXAMPLES OF UNLAWFUL OR IMPROPER HOUSING CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;
 - E. Having, promoting or encouraging housing practices that may not be motivated by discriminatory intent but have a discriminatory effect, without legally sufficient justification such as:
 - (i) Refusing to rent an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs,
 - (ii) Refusing to rent a house with a pool to a person with young children out of concern for the children's safety, or
 - (iii) Asking for or offering buyer personal information, or support letters, especially with photos, as those letters may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of unconscious bias and potential legal claims against sellers and others by prospective buyers whose offers were rejected;
 - F. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);



- G. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - H. Failing to assess financial standard based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - I. Denying a home loan or homeowner's insurance;
 - J. Offering inferior terms, conditions, privileges, facilities or services;
 - K. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - L. Harassing a person;
 - M. Taking an adverse action based on protected characteristics;
 - N. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - O. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - P. Retaliating for asserting rights under fair housing laws.
- 9. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 10. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 11. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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NOTICE TO CURE OR PERFORM COVENANT OR QUIT
 (DO NOT USE FOR RESIDENTIAL NON-RENT TENANT OBLIGATIONS INCURRED BETWEEN MARCH 1, 2020 AND JANUARY 31, 2021 IF TENANT IS A NATURAL PERSON. INSTEAD, USE FORM PCQ-CTRA for Non-Monetary Covenants or Form PMC-CPP OR PMC-TP, Or Both, for Monetary, Non-Rent Covenants)
 (C.A.R. Form PCQ, Revised 10/xx/20)

To: _____ (“Tenant”)

and any other occupant(s) in possession of the premises located at: _____

_____ (Street Address) _____ (Unit/Apartment #)

_____ (City) _____ (State) _____ (Zip Code) (“Premises”).

Other notice address if different from Premises above: _____

The Tenant Protection Act of 2019, aka AB 1482, (“TPA”) The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws. **For more information, see the IMPORTANT NOTES below.**

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.**

PROPERTIES OR TENANCIES COVERED BY THE TPA:

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

1. Sign the previously provided, or if checked, attached written extension or renewal of your lease, provided that the extension or renewal is of a similar duration and on similar term as your expiring (or expired) lease. The inclusion of (i) the notice requirements of the TPA or (ii) an increased rent amount allowed pursuant to the TPA shall be deemed to be of similar terms of your expiring (or expired) lease.
2. Allow the owner or owner’s agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code.
3. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows (**Do Not Use for residential obligations incurred between March 1, 2020 and January 31, 2021 if Tenant is a natural person. Use form PMC-CPP or PMC-TP, or both instead**):

(i) Past Due Amount: \$ _____ required by _____
 \$ _____ required by _____
 \$ _____ required by _____

Total Due: \$ _____.

(ii) If applicable, check, money order, draft or instrument, shall be **made payable** to: _____

(iii) Payment shall be **delivered** to: _____ (specific individual)

whose phone number is _____, at _____

_____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

4. Perform the following covenant or cure the following breach of your rental agreement: _____

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit (C.A.R. Form NTQ) without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174).



PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA 2019 before selecting any of the options below.

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice, unless a longer time is specified in paragraph 7, you are required to comply with the following or vacate the Premises and surrender possession. If you do not do so, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174):

5. Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code.
6. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows **(Do Not Use for residential obligations incurred between March 1, 2020 and January 31, 2021 if Tenant is a natural person. Use form PMC-CPP or PMC-TP, or both instead):**
- (i) Past Due Amount: \$ _____ required by _____
\$ _____ required by _____
\$ _____ required by _____
- Total Due: \$ _____
- (ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** _____
- (iii) Payment shall be **delivered to:** _____ (specific individual)
whose phone number is _____, at _____
_____ (Address)
- (iv) Payment may be delivered in person between the hours of _____ on the following days: _____.
7. Perform the following covenant or cure the following breach of your rental agreement within the time specified above (or _____ Days, which must be at least 3, excluding Saturdays, Sundays, and other judicial holidays): _____

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a **property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure** in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable. The COVID-19 Tenant Relief Act of 2020 ("CTRA") requires that until February 1, 2021, residential tenants who are natural persons can only be evicted "for cause" whether the property is covered by or exempt from the TPA. **The COVID-19 Tenant Relief Act of 2020 ("CTRA") requires that until February 1, 2021 residential tenants who are natural persons can only be evicted "for cause" whether the property is covered by or exempt from the TPA.**

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____



8. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

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NOTICE TO PAY RENT OR QUIT
 (NOT TO BE USED FOR ANY RESIDENTIAL RENT DUE BETWEEN MARCH 1, 2020 AND JANUARY 31, 2021 IF TENANT IS A NATURAL PERSON. USE FORM PRQ-CPP OR PRQ-TP, OR BOTH, INSTEAD)
 (C.A.R. Form PRQ, Revised 9/20)

To: _____ (“Tenant”)
 and any other occupant(s) in possession of the premises located at: _____
 _____ (Street Address) _____ (Unit/Apartment #)
 _____ (City) _____ (State) _____ (Zip Code) (“Premises”).

Other notice address if different from Premises above: _____
 _____.

Notice to the above-named person(s) and any other occupants of the above-referenced Premises: (NOT TO BE USED FOR ANY RENT DUE BETWEEN MARCH 1, 2020 AND JANUARY 31, 2021. If Tenant is a natural person, use form PRQ-CPP or PRQ-TP, or both, instead.)

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to either:

1. Pay Rent, which is past due, for the Premises in the amount specified below, as follows:
 - (i) Past Due Rent: \$ _____ for the period _____ to _____
 \$ _____ for the period _____ to _____
 \$ _____ for the period _____ to _____
 - Total Due: \$ _____.
 - (ii) If applicable, check, money order, draft or instrument, shall be **made payable** to: _____
 - (iii) Rent shall be **delivered to**: _____ (specific individual)
 whose phone number is _____, at _____
 _____ (Address)
 - (iv) Rent may be delivered in person between the hours of _____
 on the following days _____.

OR 2. Vacate the Premises and surrender possession.

If you do not pay the past due amount or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174). Landlord declares a forfeiture of the lease if past due rent is not paid and you continue to occupy the Premises. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

Landlord _____ Date _____
 (Owner or Agent)
 Landlord _____ Date _____
 (Owner or Agent)
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

3. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
 In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).



To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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PRQ REVISED 9/20 (PAGE 2 OF 2)



NOTICE TO PAY RENT OR QUIT (PRQ PAGE 2 OF 2)



CALIFORNIA ASSOCIATION OF REALTORS®

NOTICE OF TERMINATION OF TENANCY

(Intended to be Used for Periodic Tenancies)

(Do not Use For Termination of Residential Tenancies prior to February 1, 2021, if Tenant is a Natural Person, Use Form NTT-CTRA Instead)

(C.A.R. Form NTT, Revised 10/xx/20)

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) _____
_____ (Unit/Apartment #) _____
(City) _____ (State) _____ (Zip Code) _____ ("Premises").

YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)

The Tenant Protection Act of 2019, aka AB 1482, ("TPA") The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws. For more information, see the IMPORTANT NOTES below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to serving this notice.

(Do not Use For Termination of Residential Tenancies prior to February 1, 2021, if Tenant is a Natural Person, Use Form NTT-CTRA Instead)

PROPERTIES OR TENANCIES COVERED BY THE TPA:

- 1. Your tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on _____ (whichever is later), for the following reason:
A. Family Move-In.
B. Owner intends to withdraw the Premises from the rental market.
C. Owner intends to demolish or substantially remodel the Premises.
D. Owner intends to comply with (i) an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR (ii) a local ordinance that mandates the Premises be vacated.

Whether 1A, 1B, 1C or 1D applies, tenant is entitled to relocation assistance in an amount equal to one-month's rent. Owner elects to compensate tenant by waiving rent for the final month of tenancy, or, if checked, by providing direct payment to tenant within 15 calendar days of providing this notice. However, no payment is required if a court or government agency has determined that the tenant is the cause of reason for the notice in 1D.

- OR 2. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on _____ (whichever is later).

Only applies if (i) all tenants have occupied the Premises for less than 12 months OR (ii) at least one tenant has occupied the Premises for less than 12 months and no other tenant has occupied the property for 24 months or more.



**(Do not Use For Termination of Residential Tenancies prior to February 1, 2021,
if Tenant is a Natural Person, Use Form NTT-CTRA Instead)**

PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA before selecting any of the options below.

3. Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on _____ (whichever is later).
4. Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later). Only applies if at least one tenant or resident has resided in the Premises for less than one year.
- OR 5.** Your tenancy, if any, in the Premises is terminated **90 days** from service of this Notice, or on _____ (whichever is later). Applies if Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program.
- OR 6.** Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later). Only applies if all of the following are met:
- A. Landlord has entered into a contract to sell the Premises to a natural person(s);
 - B. **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
 - C. **AND** Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
 - D. **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
 - E. **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
 - F. **AND** Tenant has not previously been given a notice of termination of tenancy.

If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

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.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: ● owned by a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

Landlord is advised to use the form identified below for a termination of tenancy for the following reasons:

Pay Rent or Quit (C.A.R. form PRQ): Default in the payment of rent;

Notice to Cure or Perform Covenant or Quit (C.A.R. form PCQ): Breach of a material term of the lease or rental; Upon termination of an existing lease, tenant fails to execute a written extension or renewal of a lease for similar terms and duration of an existing lease; Tenant fails to deliver possession of the Premises after giving landlord written notice of intent to terminate; and Tenant refuses to allow owner the right to enter the premises after being given proper notice;

Notice to Quit (C.A.R. form NTQ): Tenant maintains or causes a nuisance, waste, criminal activity; makes a criminal threat against the owner or agent; uses the Premises for an unlawful purpose; or where the tenant's employment or hiring by the owner or agent has been terminated; OR when the tenant has failed to cure a breach of the lease or rental by the time specified in a notice to cure or notice to perform covenant or quit previously provided to tenant.

Landlord (Owner or Agent) _____ Date _____

Landlord (Owner or Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____



DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**
 Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**
 Certified/Registered mail. A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records)

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