

30-DAY NOTICE TO VACATE

For Use by Residential Landlord

NOTE: A residential landlord may terminate a month-to-month tenancy by giving at least thirty (30) days' written notice to the tenant unless the tenant has resided on the property for one year or more. [Calif. Civil Code §§1946,1946.1]

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

To Tenant: _____

Items left blank or unchecked are not applicable.

FACTS:

1. You are a residential Tenant under a rental agreement or expired lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant, and
 - 1.3 _____, as the Landlord,
 - 1.4 regarding real estate referred to as _____.

NOTICE:

2. This notice is intended as at least a thirty (30) day notice prior to termination of your month-to-month tenancy.
3. On or before _____, 20____, a date at least thirty (30) days after service of this notice, you will vacate and deliver possession of the premises to Landlord, or _____.
4. Rent due prior to the date to vacate includes pro rated rent of \$_____, payable on or before _____, 20____.
5. Landlord acknowledges the prior receipt of \$_____ as your security deposit.
 - 5.1 **Notice:** You have the right to request and be present for an inspection of the premises to be conducted within two weeks of expiration of this notice to vacate for the purposes of providing you with an itemized statement of deductible charges for repairs and cleaning and allowing you the opportunity to remedy these deficiencies and avoid a deduction from your security deposit. [Calif. Civil Code §1950.5(f)(1)]
 - 5.2 Within 21 days after you vacate, Landlord will furnish you with a written statement and explanation of any deductions from the deposit and a refund of the remaining amount. [Calif. Civil Code §1950.5(g)(1)]
 - 5.3 Landlord may deduct only those amounts necessary to:
 - a. reimburse for Tenant defaults in rental payments;
 - b. repair damages to the premises caused by Tenant (ordinary wear and tear excluded);
 - c. clean the premises, if necessary; and
 - d. reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.
6. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.
7. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.
8. The reason for termination _____.

(Required by rent control ordinance or Section 8 housing)

Date: _____, 20____

Landlord/Agent: _____

Signature: _____

Address: _____

Phone: _____

Fax: _____

Email: _____