

30/60 Day Notice of Termination of Tenancy

California Civil Code § 1946 and 1946.1

Resident(s): _____
and All Unnamed Occupants.

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

This NOTICE is intended as legal notice for terminating your tenancy in accordance with California Civil Code Section 1946 and 1946.1. [Check applicable box]

THIRTY (30) DAY

SIXTY (60) DAY

Your tenancy of the premises is terminated. You are hereby required to quit and surrender possession of the premises to Owner/Agent effective at the end of the _____-day period after service on you of this notice, or _____, 20_____, whichever is later.

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you, which may include attorney's fees and court costs as allowed by law. If the Court determines that you have maliciously withheld the payment of rent, it may award an additional punitive award of six hundred dollars (\$600) in accordance with California Civil Code Procedure Section 1174(b). This legal action will also result in forfeiture of the rental agreement. This Notice of Termination does not relieve you of responsibility for payment of any financial obligations under the lease until the actual date of termination of tenancy. The security deposit may not be used by residents to pay for the last month's rent.

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.

In the event your tenancy terminates pursuant to this Notice, you have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a final accounting of deductions from the security deposit. If you choose to do the pre move-out inspection, contact the Owner/Agent to schedule the inspection at (____) _____-_____.

This Notice may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Owner/Agent: _____ Date _____



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