



RENT CAP AND JUST CAUSE ADDENDUM (C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as _____ in which _____ is referred to as "Tenant" and _____ is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
2. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no tenant from the prior tenancy remains, the owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.



V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

- A. Default in payment of rent.
- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any owner or agent of the owner of the premises.
- G. Assigning or subletting the premises in violation of the tenant's lease.
- H. The tenant's refusal to allow the owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the tenant fails to deliver possession of the residential real property after providing the owner written notice of tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:

- A. Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/Family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises for the rental market.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the tenant in place, and that requires tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

- A. **Curable "At-Fault" Reasons:** Before the owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the owner must first provide notice to cure giving the tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. **Tenant Payments Pursuant to "No-Fault" Eviction:** (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state that the amount of rent waived and that no rent is due for the final month of tenancy.

***NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, III(2), and V(3) are made a part of the lease or rental agreement specified above.

Tenant _____ Date _____
Tenant _____ Date _____
Landlord _____ Date _____
Landlord _____ Date _____

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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) _____
(City) _____ (Unit/Apartment #) _____
(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, ☐ 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. 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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NTT-CTRA REVISED 10/xx/20 (PAGE 3 OF 3)

NOTICE OF TERMINATION OF TENANCY: COVID TENANT RELIEF ACT (NTT-CTRA PAGE 3 OF 3)





NOTICE OF TERMINATION OF TENANCY

(C.A.R. Form NTT, Revised 6/20)

To: Carolyn Walker ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) 123 S Main St
(City) Corona (Unit/Apartment #) _____ (State) CA (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.**

PROPERTIES OR TENANCIES COVERED BY THE TPA:

1. ☐ The 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.
 - 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.

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.



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.

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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 _____

NTT REVISED 6/20 (PAGE 2 OF 3)

NOTICE OF TERMINATION OF TENANCY (NTT PAGE 2 OF 3)

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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.**
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- 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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NTT REVISED 6/20 (PAGE 3 OF 3)

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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 _____

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

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).

- ☐ 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 _____

(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 _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

**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 _____

E. ☐ Rent may be delivered in person between the hours of _____ (Address)
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 PROTECTED PERIOD RENT OR QUIT (PRQ-CPP 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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525 South Virgil Avenue, Los Angeles, California 90020

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

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





CALIFORNIA
ASSOCIATION
OF REALTORS®

**NOTICE TO CURE; OR
PERFORM COVENANT OR QUIT**
(DO NOT USE FOR MONETARY NON-RENT 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)
(C.A.R. Form PCQ, 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: _____

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 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.

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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PCQ REVISED 9/20 (PAGE 3 OF 3)

Reviewed by _____



NOTICE TO CURE; OR PERFORM COVENANT OR QUIT (PCQ PAGE 3 OF 3)



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)