

# **QUICK GUIDE TO NOTICES**

**(Notices must state *tenants full name, address of the premises, and Landlord or Manager must date and sign the notice.*)**

**\*\*\*If you are a landlord, please seek legal advice to determine the correct notice for your particular situation. \*\*\***

## **15 Day Notice to Pay or Quit (CCP §1179.03.5)**

- Tenants who owe unpaid rent that came due between March 1, 2020 through September 30, 2021.
- Separate notices for rent due from March 1, 2020 through August 31, 2020 and September 1, 2020 through June 30, 2021. Notices are available at this link <https://landlordtenant.dre.ca.gov/landlord/forms.html>
- Must provide tenants a Notice from the State of California with the language found in CCP §1179.04(b). Notice available at this link: [https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04\(b\).pdf](https://landlordtenant.dre.ca.gov/pdf/forms/landlord/1179.04(b).pdf)
- Must provide tenants with a blank Declaration of COVID-19-related Financial Distress. Tenant has 15 business days to return the signed declaration by mail or any other way tenant pays rent. Declaration can be found at this link <https://landlordtenant.dre.ca.gov/tenant/forms.html>

## **3 Day Notice to Pay or Quit (CC §1179.10(a))**

- Tenants who owe unpaid rent that came due between October 1, 2021 through March 31, 2022.
- Landlord must have applied for rental assistance for the rental debt demanded.
- Must include required state notice.

## **At Fault “Just Cause” (3 Day Notices) (CCP §1161 and CC§1946.2)**

- Landlords can use this kind of notice if the tenant is violating terms of the lease or rental agreement and/or the problem can be fixed. For example, if the tenant has moved in a pet without permission, or is not keeping the unit clean, or is violating some other term of the agreement, the notice must ask the tenant to correct the violation within 3 days or move out (do not count Saturdays, Sundays, or court holidays as part of the 3 days).
- Allowable At-Fault, Just Cause reasons:
  - Nuisance
  - Destruction or waste of property
  - Tenant refusals to execute a written lease renewal/extension
  - Criminal activity on the property
  - Unlawful subletting or assigning the property
  - Certain refusals to allow entry after notice
  - Use of property for animal fights or weapons/drug manufacture/trade
  - Refusals to vacate by terminated employees, agents, or licensees
  - Tenant fails to vacate after giving LL written notice of intent to vacate

## **30 Day Notice of Termination**

- May be used to terminate a rental agreement where the tenant is on a month-to-month tenancy and has *resided in the premises for less than one year.* (CCP §1946.1) Landlord must have an allowable just cause (see below for further information).
- Landlord not required to give reason for termination. However, the landlord may not terminate the tenancy for a “bad” or unlawful reason (e.g. retaliation against tenant for exercising a legal right). (CCC §1946.5)
- Required to evict a tenant/subtenant following the sale of the premises.

## **60 or 90 Day Notice to Termination (CC §1946.2(b)(2))**

- Required where the tenant has *resided in the premises for one year or more.* (CC §1946.1)
- 90 Day Notice required if the tenant is in subsidized housing (Section 8).

- If the Tenant Protection Act applies, a LL who evicts a tenant for a “No fault” reason, must pay relocation costs – one month’s rent within 15 days of serving the notice, or waive the payment of rent for the final month of occupancy.

**Allowable No-Fault Just Cause reasons:**

- Owner Move-in: occupation by owner or immediate family (includes owner’s spouse, domestic partner, children, grandchildren, parents or grandparents. For leases after July 1, 2020 tenant must either agree in writing or a provision in the lease allows for it.
- Withdrawal of property from rental market
- Owner compliance with an order issued by government agency or court, or local ordinance, relating to habitability that requires the property to be vacated.
- Intent to demolish or substantially remodel property. Must be necessary to comply with habitability or health and safety codes.

For more information, please see:

<https://www.courts.ca.gov/44660.htm>

[www.kern.courts.ca.gov](http://www.kern.courts.ca.gov)

<https://housing.ca.gov/>