

SIXTY-DAY NOTICE OF TERMINATION OF TENANCY (NO-FAULT JUST CAUSE)

TO: _____
All residents (tenants and subtenants) in possession (full name) and all others in possession.

Of the premises located at

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City)

PLEASE TAKE NOTICE that your tenancy of the premises is terminated effective at the end of a sixty (60) day period after service on you of this notice, or _____, whichever is later.
(Date)

Reason for Termination:

No Fault Just Cause

You are hereby informed of your rights to relocation assistance or rent waiver under subsection (d) of Section 1946.2 of the Civil Code. The Owner/Agent/Landlord has elected at their discretion, to:

- Assist with your relocation by providing a direct payment within fifteen (15) days of service of this notice.
- Waive in writing the payment of rent for the final month of your tenancy, prior to the rent becoming due.

The checkbox selected above serves as your official, written notice from the Owner/Agent/Landlord regarding their intent to comply with subsection (d) 1946.2 of the Civil Code.

You must peaceably vacate the premises and remove all of your personal property on or before the date indicated above. 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 attorneys' fees and court costs as allowed by the law, plus the Owner/Agent/Landlord may recover an additional punitive award in accordance with California law for such unlawful detention. This legal action will also result in forfeiture of the rental agreement.



This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy, unless the Owner/Agent/Landlord elects to waive the payment of rent for the final month of the tenancy.

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/Landlord 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 the final accounting deductions from the security deposit. A separate Notice of Resident's Options to Request an Initial Inspection is provided with this Notice or will follow within a reasonable time. Please Complete the form and return it to the Owner/Agent/Landlord if you wish to arrange for an initial inspection. If you fail to fulfill the terms of your credit obligations, a negative credit report reflecting your credit history may be submitted to a credit reporting agency.

You are further notified that 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 length of the before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out.

Date

Owner/Agent/Landlord Signature

Owner/Agent/Landlord Print Name



PROOF OF SERVICE

To be filled out by Server AFTER service on Residents is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the ____ day of _____ (month), _____ (year), on the above-mentioned resident(s) in possession in the manner indicated below.

BY DELIVERING a copy of notice to the following resident(s) PERSONALLY: _____

BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this ____ day of _____ (month), _____ (year) in _____ (city), _____ (state).

Name of Declarant (Print)

Signature of Declarant

