

Three Day Notice to Pay or Quit

California Civil Code § 1161

Resident(s): _____
and All Unnamed Occupants.

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

Within **THREE DAYS** after the service on you of this Notice, you are hereby required to **PAY** to Owner/Agent the rent for the premises amounting to the total sum of \$ _____ calculated as follows:

\$ _____ for the rental period from ____/____/____ through ____/____/____

\$ _____ for the rental period from ____/____/____ through ____/____/____

\$ _____ for the rental period from ____/____/____ through ____/____/____

OR QUIT AND DELIVER THE POSSESSION OF THE PREMISES

If you fail to perform or otherwise comply, Owner/Agent declares the forfeiture of your Lease/Rental Agreement and will institute Unlawful Detainer legal proceedings to obtain possession. 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 law.

You are responsible for ensuring that the Owner/Agent actually receives your full payment in legally sufficient funds within the 3-day time period. Once the 3 days have expired, the Owner/Agent is not required to accept your payment and may proceed to file an Unlawful Detainer lawsuit without further notice. This Three-Day Notice to Pay Rent or Quit supersedes all previous Three-Day Notices to Pay Rent or Quit, if any.

Credit Warning: If an Unlawful Detainer lawsuit is filed against you, it could result in a judgment against you that may include monetary amounts, attorney's fees and other court costs permitted by law. After a lawsuit is filed with the Court, it is a public record and may later appear on your Credit Report or have a negative impact on your credit even if no judgment is entered against you or the case is later dismissed. Therefore, you are notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. This could seriously affect your ability to obtain credit, including rental housing in the future so govern your actions accordingly.

Within three days after service of this notice upon you, the total overdue rent payment, in the amount stated above, must be made by cash, check or Certified Funds payable to _____, and must be delivered to the following address:

Days and time of operation: _____.

The telephone number for the above address is (____)_____. In the alternative, you are required to vacate and deliver possession (keys) of the premises to Owner/Agent, within three days after service of this notice upon you.

Additional Instructions:

If you fail to either pay the amount of rent demanded in this notice or to vacate and deliver the premises to the person designated above within three days, the undersigned will commence legal proceedings against you to (1) declare a forfeiture of your lease agreement, (2) recover possession of the premises, (3) recover the rent demanded herein, due for the periods covered by this notice, and (4) recover damages for each day that you occupy the premises after the periods covered by this notice (plus statutory damage) and costs of suit including attorney's fees.

If you decide to vacate, 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 the property belonging to you was left behind after you moved out.

Further, if you fail to timely pay the amount demanded by this notice, the undersigned declares the forfeiture of the lease agreement under which you hold possession of the premises.

Owner/Agent:

_____ Date _____



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