



# THREE-DAY NOTICE TO PAY RENT OR QUIT

With Rent-Related Fees

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Broker \_\_\_\_\_ Email \_\_\_\_\_

**NOTE:** A tenant who fails to pay the amounts due under a rental or lease agreement must, within three (3) days after service of written notice of the breach, either pay the amount due or vacate and deliver possession of the premises to the landlord. [Calif. Code of Civil Procedure §1161(2)]

**DATE:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

**To Tenant:** \_\_\_\_\_

Items left blank or unchecked are not applicable.

**FACTS:**

1. You are a Tenant under a rental or lease agreement
  - 1.1 dated \_\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Tenant, and
  - 1.3 \_\_\_\_\_, as the Landlord,
  - 1.4 regarding real estate referred to as \_\_\_\_\_

**NOTICE:**

2. You are in breach of the payment of amounts due under the rental or lease agreement.
3. Within three (3) days after service of this notice you are required to either:

3.1 Pay rent and other amounts now due and unpaid in the **Total Amount** of ..... \$ \_\_\_\_\_  
 representing rent for the periods of  
 \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ ..... Amount \$ \_\_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ ..... Amount \$ \_\_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ ..... Amount \$ \_\_\_\_\_

**and** amounts due for

- returned check fees of ..... \$ \_\_\_\_\_
- late charge fees of ..... \$ \_\_\_\_\_
- common area maintenance (CAM) of ..... \$ \_\_\_\_\_
- association assessments of ..... \$ \_\_\_\_\_
- property taxes of ..... \$ \_\_\_\_\_
- interest on delinquent rent of ..... \$ \_\_\_\_\_

The **Total Amount** due may be paid in one of the following manners:

- a. By personal delivery to \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (Phone)  
 Payment of the Total Amount due will be accepted at the above address during the hours of \_\_\_\_\_ to \_\_\_\_\_ on the following days: \_\_\_\_\_
- b. By deposit into account number \_\_\_\_\_  
 at \_\_\_\_\_ (Financial Institution)  
 \_\_\_\_\_ (Address)
- c. By the electronic funds transfer previously established between Landlord and Tenant.
- d. \_\_\_\_\_

**OR**

- 3.2 Deliver possession of the premises to Landlord, or \_\_\_\_\_.
4. If you fail to pay the Total Amount due or deliver possession of the premises within three (3) days, legal proceedings will be initiated against you to regain possession of the premises and to recover the amounts owed, treble damages, costs and attorney fees.
5. The Landlord hereby elects to declare a forfeiture of your Right to Possession if you fail to pay the Total Amount demanded above.
  - 5.1 Landlord reserves the right to pursue collection of any future loss of rent allowed by Civil Code §1951.2.
6. 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.

Date: \_\_\_\_\_, 20\_\_\_\_  
 Landlord/Agent: \_\_\_\_\_ DRE #: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Cell: \_\_\_\_\_