

3-DAY NOTICE TO PAY RENT OR QUIT
Code of Civil Procedure Section 1161(2)

TO: Tenant(s): _____ FROM: Landlord _____

NOTICE IS HEREBY GIVEN that pursuant to _____ [the agreement or paragraph _____ of the lease dated _____] under which you have the possession of the premises described in this notice, there is now due, unpaid and delinquent rent in the following amounts for the following specified periods:

1. \$ _____ for the _____ or _____ year as the case may be] commencing _____ [date] and terminating _____ [date];
2. \$ _____ for the _____ year or month and year as the case may be] commencing _____ [date], terminating _____ [date].

You are further notified that within _____ [number of days not less than 3] days after service of this notice on you, you must pay the amount of rent stated in this notice in full or quit the premises and deliver possession of the premises to the undersigned _____ [lessor or specify attorney or agent], who is authorized to take possession of the premises, or the undersigned will institute legal proceedings for unlawful detainer against you _____ [to recover possession of the premises or to declare the _____ (lease or agreement) forfeited and to recover rents and damages]

You are further notified that by this notice the undersigned elects to and does declare a forfeiture of the _____ [lease or agreement] if the rent stated in this notice is not paid in full within the _____ days.

The premises that are the subject of this notice are described as _____ [set forth complete address].

[Specify any special notification required by rent control jurisdictions, such as: You are hereby notified that advice regarding this notice to pay or quit is available from the Residential Rent Stabilization and Arbitration Board, etc.]

Payment will be accepted only by:
 cash; money order; cashier's or certified check; personal check

The **three (3) day** notice period described herein shall expire at:
_____ o'clock [a.m./ p.m.], on the _____ day of _____, 20 _____.

LANDLORD RESERVES ALL RIGHTS AND REMEDIES UNDER THE LEASE AGREEMENT AND UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CONTRACTUAL DAMAGES FOR UNPAID RENT, AND NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS A WAIVER OR RELINQUISHMENT OF SAME.

If you have any questions, please call _____, at _____.

Signed, this the _____ day of _____, 20 _____.

Signed: _____
Landlord/Lessor, or authorized agent

PROOF OF DELIVERY

A copy of this Notice was delivered to Tenant:

- by hand
- by registered/certified mail at the following address, which is:
 - the place designated by the Tenant as a receipt of communications;
 - Tenant's last known place of residence;
- by posting prominently on the front door of the leased premises.

Notice delivered/mailed/posted by: _____ Sign Name _____

Print Name _____

In his/her capacity as: Landlord/Lessor; Manager; Agent.

Notice delivered/mailed/posted on: [date] _____

SAMPLE