

## 60-DAY NOTICE TO VACATE

For Use by Residential Landlord

**NOTE:** A residential Landlord may terminate the month-to-month tenancy of a Tenant who has resided on the property for one year or more by giving sixty (60) days written notice to the Tenant. [Calif. Civil Code §1946.1]

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

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

*Items left blank or unchecked are not applicable.*

**FACTS:**

1. You are a Tenant under a rental agreement or expired lease

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. This notice is intended as at least a sixty (60) day notice prior to termination of your month-to-month tenancy.

3. On or before \_\_\_\_\_, 20\_\_\_\_\_, a date at least sixty (60) days after service of this notice, you will vacate and deliver possession of the premises to Landlord or \_\_\_\_\_.

4. Rents due and payable by you prior to the date to vacate include:

a. Monthly rent of \$\_\_\_\_\_, due \_\_\_\_\_, 20\_\_\_\_\_; and

b. Prorated rent of \$\_\_\_\_\_ through the date to vacate, due \_\_\_\_\_, 20\_\_\_\_\_.

5. Landlord acknowledges the prior receipt of \$\_\_\_\_\_ as your security deposit.

5.1 Within 21 days after you vacate, Landlord will furnish you a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(f)]

5.2 Landlord may deduct only those amounts necessary to:

a. Reimburse for Tenant defaults in rental payments;

b. Repair damages to the premises caused by Tenant (ordinary wear and tear excluded);

c. Clean the premises, if necessary;

d. Reimburse for Tenant loss, damage or excessive wear and tear on furnishings provided to Tenant.

6. Landlord may show the leased premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of the entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.

7. Please contact the undersigned to arrange a time to review the condition of the premises before you vacate.

8. If you fail to vacate and deliver possession of the premises by the date set for you to vacate, legal proceedings may be initiated to regain possession of the premises and to recover rent owed, treble damages, costs and attorney fees.

9. The reason for termination is \_\_\_\_\_.

(Complete if required by rent control ordinance or Section 8 housing)

Date: \_\_\_\_\_, 20\_\_\_\_\_

Landlord/Agent: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_