



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**NOTICE OF TERMINATION OF TENANCY**  
(Intended to be Used for Periodic Tenancies)  
(C.A.R. Form NTT, Revised 3/24)

To: ABDUL KHUDDUSH ("Tenant")  
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_  
1678 Harrison Street (Street Address)  
(Unit/Apartment #) A (City) Santa Clara (State) CA (Zip Code) 95050 ("Premises").

**YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)**

**1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"):**

- ☒ The Property or tenancy IS covered by the TPA. See paragraph 2.  
☐ The Property and tenancy are NOT covered by the TPA. See paragraph 3.

**\*\* NOTE: COMPLETE PARAGRAPH 2 OR 3. DO NOT COMPLETE BOTH. \*\***

**2. ☐ PROPERTIES OR TENANCIES COVERED BY THE TPA:** Housing Provider is advised to seek counsel from a qualified California real estate attorney before issuing a notice to terminate tenancy.

IF any box in 2A or 2B is CHECKED, paragraph 3 does NOT apply and only the Notice checked in paragraph 2A or 2B shall be in effect.

A. Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on Oct 18, 2024 (whichever is later), for the following reason:

- (1) ☐ Family Move-In. Owner, or owner's spouse, domestic partner, parents, grandparents, children or grandchildren, intend to occupy the Premises. Tenant has previously agreed that owner may unilaterally terminate the tenancy for such a reason (C.A.R. Form RCJC dated \_\_\_\_\_). See NTT-FM for additional terms.  
(2) ☐ Owner intends to withdraw the Premises from the rental market.  
(3) ☒ Owner intends to demolish or substantially remodel the Premises. See NTT-RD for additional terms.  
(4) ☐ Owner intends to comply with (i) an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR (ii) a local ordinance that mandates the Premises be vacated.

**RELOCATION FEES:** Whether (1)-(4) applies, tenant is entitled to relocation assistance in an amount equal to one-month's rent. Owner elects to compensate tenant by waiving rent for the final month of tenancy, and the amount of rent due, which is waived, is \$ 2250, and no payment of rent is due for the final month of the tenancy, or, if checked, ☒ by providing direct payment to tenant within 15 calendar days of providing this notice. However, no payment is required if a court or government agency has determined that the tenant is the cause of reason for the notice in 2A(4).

OR B. ☐ Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later).

Only applies if (i) all tenants have occupied the Premises for less than 12 months OR (ii) at least one tenant has occupied the Premises for less than 12 months and no other tenant has occupied the property for 24 months or more.

**3. ☐ PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA:** Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting any of the options below.

IF any box is CHECKED below, paragraph 2 does NOT apply and only the Notice checked in paragraph 3A, B, C or D shall be in effect.

A. ☐ Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later).

OR B. ☐ Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Only applies if at least one tenant or resident has resided in the Premises for less than one year.

OR C. ☐ Your tenancy, if any, in the Premises is terminated **90 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Applies if Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program.





**OR D.** ☐ Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Only applies if all of the following are met:

- (1) Housing Provider has entered into a contract to sell the Premises to a natural person(s);
- (2) **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
- (3) **AND** Housing Provider has established an escrow with an escrow company licensed by the Department of Financial Protection and Innovation, Department of Insurance, or a licensed Real Estate Broker;
- (4) **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
- (5) **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
- (6) **AND** Tenant has not previously been given a notice of termination of tenancy.

4. If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.
5. 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 Housing Provider after being notified that property belonging to you was left behind after you moved out.

Housing Provider (Owner or Agent) \_\_\_\_\_ Date Aug 17, 2024  
Housing Provider (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

**6. DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by CHONG JEN HO, on 8/19/2024 (date)  
In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location)  
on \_\_\_\_\_ (enter date, if different from date on first line of this paragraph))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.

- A. ☒ **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**  
☐ **Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**  
☐ **Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**  
☐ **Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records)

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NTT REVISED 3/24 (PAGE 2 OF 2)

NOTICE OF TERMINATION OF TENANCY (NTT PAGE 2 OF 2)

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## SUBSTANTIAL REMODEL OR DEMOLITION DISCLOSURE AND ADDENDUM

(To Be Used With A Notice Of Termination Of Tenancy)  
(C.A.R. Form NTT-RD, 3/24)

This is a disclosure and addendum to the Notice of Termination of Tenancy dated \_\_\_\_\_, on property known as  
1678 Harrison Street, Unit #A, Santa Clara, CA 95050 ("Premises"),  
in which CHUNGJEN HO is referred to as Housing Provider,  
and ABDUL KHUDDUSH is referred to as Tenant.

1. **INTENT TO DEMOLISH OR SUBSTANTIALLY REMODEL:** For properties subject to the Tenant Protection Act, California Civil Code § 1946.2 allows a Housing Provider to terminate a residential tenancy for specified reasons. Tenant is hereby notified that the owner intends to demolish or substantially remodel the property.

2. **STATUTORY STATEMENT:**  
"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

3. **DESCRIPTION OF SUBSTANTIAL REMODEL OR DEMOLITION:** The remodel under 3A or 3B or both cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the Premises and requires Tenant to vacate for at least 30 consecutive days (complete 3A, 3B or both, and 3D) OR ☐ the property will be demolished (complete 3E)

A. ☐ The replacement or substantial modification of the following structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency: MOLD

B. ☒ The abatement of the following hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws: MOLD

If a permit is not required for the work described in 3B, Housing Provider shall attach a copy of the signed contract with the contractor hired to complete the substantial remodel that reasonably details the work to be undertaken to abate the hazardous materials described in 3B.

C. **Copies of Permits:** Housing Provider attaches copies of the permit or permits required to undertake the substantial remodel or demolition.

D. **Expected Duration of Remodel:** From 10/31/2024 to 3/31/2025

E. **Expected Demolition Date:** The date the property is expected to be demolished is: \_\_\_\_\_

4. **Tenant Interest After Remodel:** If the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant's interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant's address, telephone number, and email address. Tenant must qualify for the rental requirements in effect at that time.

Housing Provider (Owner or Agent) Chf. Ho Date \_\_\_\_\_  
Housing Provider (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

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NTT-RD 3/24 (PAGE 1 OF 1)



# CONTRACT FOR MOLD ABATEMENT AND REMODELING

Date: 8/19/2024

## Parties:

- **Owner/Landlord:** Chungjen Ho
- **Contractor:** Qian Long Zheng

**Property Address:** 1678 Harrison Street, Unit #A, Santa Clara, CA 95050

## Scope of Work

The contractor agrees to perform the following work to abate mold and remodel the areas specified:

### 1. Bathroom Vanity Replacement:

- **Removal:** Safely remove the existing bathroom vanity, including associated plumbing fixtures.
- **Mold Abatement:** Inspect the area for mold. Clean and treat any mold-affected surfaces with EPA-approved mold remediation products. Replace any damaged drywall or structural elements as necessary.
- **Installation:** Install a new bathroom vanity, reconnect plumbing, and ensure proper ventilation to prevent future mold growth.

### 2. Shower Area Replacement:

- **Removal:** Remove the existing shower area, including tiles, fixtures, and plumbing.
- **Mold Abatement:** Inspect for mold behind the tiles and in adjacent walls. Perform thorough mold remediation as needed, including treating surfaces and replacing affected materials.
- **Installation:** Install a new shower area, including waterproofing, new tiles, and fixtures. Ensure proper drainage and ventilation.

### 3. Toilet Replacement:

- **Removal:** Remove the existing toilet.
- **Mold Abatement:** Inspect the area around the toilet for mold. Clean, treat, and replace any affected areas.
- **Installation:** Install a new toilet and ensure proper sealing to prevent leaks and mold growth.

### 4. Kitchen Cabinets Replacement:

- **Removal:** Remove existing kitchen cabinets, countertops, and related fixtures.
- **Mold Abatement:** Inspect for mold behind the cabinets and on adjacent walls. Perform mold remediation, including treatment and replacement of any mold-damaged materials.



- **Installation:** Install new kitchen cabinets and countertops. Ensure all plumbing connections are secure, and proper ventilation is in place to avoid future mold issues.

## Materials and Permits

- **Materials:** Contractor will supply all necessary materials for the project, including but not limited to mold remediation products, drywall, plumbing fixtures, tiles, cabinetry, and sealants.
- **Permits:** If applicable, contractor shall obtain all necessary permits for the work. If no permits are required, this contract will serve as documentation of the planned work.

## Timeline

- **Start Date:** November 1, 2024
- **Completion Date:** March 31, 2025

## Payment Terms

- **Total Cost:** \$30,000
- **Payment Schedule:**
  - 50% deposit upon signing, 25% upon completion of bathroom work, 25% upon completion of kitchen work.

## Warranty

The contractor warrants that all work performed will be of good quality and free from defects. Any issues arising from poor workmanship or materials will be addressed by the contractor at no additional cost to the owner for a period of 1 year from the date of completion.

## Insurance

The contractor shall maintain general liability and worker's compensation insurance throughout the duration of the project.

## Signatures

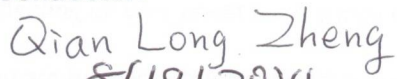
Owner/Landlord:



Chungjen Ho

Date: 8/19/2024

Contractor:



Date: 8/19/2024

## SIXTY-DAY NOTICE OF TERMINATION OF TENANCY (AT-FAULT JUST CAUSE)

TO: ABDUL KHUDDUSH ("Tenant") and any other occupant(s) in possession

All residents (tenants and subtenants) in possession (full name) and all others in possession

Of the premises located at

1678 Harrison Street , Unit # (if applicable) A

(Street Address)

Santa Clara , CA 95050

(City)

### Reason for Termination:

☒ At-Fault Just Cause

Subsection (b.1) of Section 1946.2 of the Civil Code

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by

Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

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 Oct 18, 2024 (Date) whichever is later, **unless you remedy the violation described herein within sixty (60) days of service of this notice, or Oct 18, 2024 (Date) whichever is later.**

If you fail to remedy the violation, 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 law, plus the Owner/Agent 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.

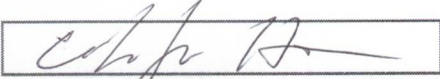
This Notice of Termination of Tenancy does not relieve you of payment of any financial obligation for rent owed until the actual date of termination of tenancy. You have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this initial inspection, the Owner/Agent 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 a final accounting of deductions from the security deposit. A separate Notice of Resident's Option to Request an Initial Inspection is provided if you fail to remedy this Notice or will follow within a reasonable time after failure to remedy. If you fail to fulfill the terms of your credit obligations, a negative credit report reflecting on 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 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.

Aug 19, 2024  
Date



Owner/Agent Signature  
CHUNGJEN Ho

Owner/Agent Print Name

**PROOF OF SERVICE**

To be filled out by Server AFTER service on Resident 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 19 day of AUG (month), 2024 (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

☒ BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: Abdul Khuddush

☐ 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 19 day of Aug (month), 2024 (year), in Santa Clara (city), CA (state).

CHUNGJEN HO

Name of Declarant (Print)



Signature of Declarant