

## THREE (3) DAY NOTICE TO PAY RENT OR QUIT

Three-day notice to pay or vacate premises ("pay or quit") [CCP §1161(2)]

To: \_\_\_\_\_ [Name of tenant, subtenant, or both, and address of subject premises]

You are hereby notified that pursuant to \_\_\_\_\_ [the agreement or Paragraph \_\_\_\_ of the lease dated \_\_\_\_\_] under which you hold 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 \_\_\_\_\_ [year or month or as the case may be] commencing \_\_\_\_\_ [date], and terminating \_\_\_\_\_ [date];
2. \$\_\_\_\_\_ for the \_\_\_\_\_ [year or month or as the case may be] commencing \_\_\_\_\_ [date], and terminating \_\_\_\_\_ [date].

You are further notified that within \_\_\_\_\_ [number 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 up possession of the premises to the undersigned \_\_\_\_\_ [lessor or specify attorney or agent as the case may be], who is authorized to receive 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 or as the case may be].

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

Dated \_\_\_\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Type or print name of landlord]

### Notes

Mandatory: If a tenant defaults in the performance of his or her lease, the landlord must give the tenant a 3-day notice to pay or, alternatively, to vacate the premises.

[CCP §1161(2)] Residential tenants have a nonwaivable right to legally-required 3-day notice to terminate a tenancy under CCP §1161, notwithstanding any provision to the contrary in the lease agreement. [Lamanna v Vognar (1993) 17 Cal App 4th Supp 4, 22 Cal Rptr 2d 501]

Writing and statement of amount due: The notice must be in writing and state the amount due. [CCP §1161(2)] The precise sum must be stated, and an action may not be maintained if the sum is in excess of tenant's liability for rent. [Johnson v Sanches (1942) 56 Cal App 2d 115, 132 P2d 853]

Declaration of forfeiture of lease: If the action arises from a tenant's neglect, failure to perform the conditions or covenants of the lease or agreement, or after default in the payment of rent, a judgment declaring the forfeiture of the lease or agreement can only be had if the landlord states in

the required 3-day notice his or her

election to declare the forfeiture of the lease or agreement. [See CCP §1174]

Rent control jurisdictions: Include in the notice any requirements of local rent control ordinances. [See, for example, S F Admin C §37.9(c) (landlord required to advise tenant in writing that advice regarding notice to vacate available from Residential Rent Stabilization and Arbitration Board)]