

3 CALENDAR DAY NOTICE TO PAY RENT OR QUIT POSSESSION OF PREMISES

THIS 3 DAY NOTICE TO PAY RENT OR QUIT SUPERCEDES ALL PREVIOUSLY SERVED NOTICES TO PAY RENT OR QUIT, IF ANY.

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

CAUTION TO LANDLORD AND MANAGERS: (1) This "3 Day Notice to Pay Rent or Quit" is to be used only for unpaid RENT - DO NOT include any amount for other items such as unpaid late charges, utilities, security deposits, etc. These items should be set forth in a "3 Day Notice to Perform Covenant or Quit". If there is a month to month tenancy, this "3 Day Notice to Pay Rent or Quit" may be served concurrently with a "30 or 60 Day Notice of Termination of Tenancy" and/or a "Three Day Notice to Perform Covenant or Quit". It may not be served with a "Three Day Notice to Quit". (2) This Notice may not be served until the rent is due AND unpaid. (3) Use of this "3 Day Notice to Pay Rent or Quit" may not be appropriate in counties where specific rent control ordinances are in effect, where your written rental agreement or lease, if any, provides for a longer period than 3 days notice, or specifically provides for a different type of notice. Rent unpaid for longer than 12 months may not be included in this Notice. This is not the correct form to be used by "off-site" property managers collecting the rent for the landlord. A different form should be used for that purpose. Contact the Law Office of Gary Link at (916) 447-8101 for details about the FDCPA.

To Tenant(s): _____

AND ALL OTHER OCCUPANTS, TENANTS, AND SUBTENANTS IN POSSESSION OF THE TENANCY PREMISES

CAUTION TO LANDLORD: State the names of ALL known ADULTS occupants in possession of the premises, whether they are named in the Rental Agreement or not whether they contracted with the Landlord or not, and whether they are in possession with permission of the Landlord or not.

TENANCY ADDRESS: _____

AMOUNT OF RENT DUE & UNPAID: \$ _____

ONLY FULL PAYMENT OF RENT WILL BE ACCEPTED; A PARTIAL PAYMENT WILL NOT BE ACCEPTABLE. UNLESS REQUIRED BY THE EXPRESS LANGUAGE OF A WRITTEN RENTAL AGREEMENT WITH THE TENANT(S), THE LANDLORD AND/OR MANAGER, IF ANY, IS NOT REQUIRED TO ACCEPT TENDER OF PAYMENT FROM ANYONE OTHER THAN THE TENANT(S) NAMED ABOVE.

DEMAND IS HEREBY MADE upon you for FULL payment of the rent stated above for the above-described premises. You are hereby required to pay said rent to the Owner, Landlord, Property Manager, or the Undersigned to the address specified below within THREE calendar days after service of this notice upon you; or if not so paid, to surrender and deliver possession of the above-described real property to the Owner, Landlord, or Authorized Agent within said THREE calendar days.

Your failure to comply with the foregoing will result in legal proceedings being instituted against you to recover possession of said premises for UNLAWFUL DETAINER. Also, such proceedings could result in a judgment against you for unpaid rent, costs of suit, necessary disbursements, damages, attorneys fees, as well as STATUTORY DAMAGES for such UNLAWFUL DETENTION, and to declare a forfeiture of the Lease or Rental Agreement under which you occupy the above-described tenancy premises. The Landlord elects to and does declare a forfeiture of the Lease or Rental Agreement if the stated rent is not actually received within THREE (3) calendar days of service of this notice. If the "third day" falls on a weekend or court holiday, then you will have until the end of the next business day within which to deliver the "amount due".

NAME OF PERSON/ENTITY to whom to pay the rent: _____ Phone #: _____

PAY AS FOLLOWS: [This portion to be completed by landlord/owner/agent; check the box for which method(s) by which unpaid rent may be paid]

- PERSONAL DELIVERY ONLY TO THIS ADDRESS: _____
Usual Days and Hours to personally deliver the unpaid rent: Days: _____ Hours: _____
(Please call in advance of arrival to insure that someone is available to receive your payment of rent)
- MAIL OR PERSONAL DELIVERY TO THIS ADDRESS: _____
Usual Days and Hours to personally deliver the unpaid rent: Days: _____ Hours: _____
(Please call in advance of arrival to insure that someone is available to receive your payment of rent)
- MAIL DELIVERY ONLY TO THIS ADDRESS: _____
- DROP SLOT AT THIS ADDRESS: _____

TO COMPLY WITH THE DEMAND OF THIS NOTICE PAYMENT MUST BE MADE IN THE FOLLOWING FORM(S):

(Landlord: Check one or more boxes as may be allowed by the rental agreement as a form of payment)

- Cash (Do not send cash in the mail) Certified Funds Money Order Personal Check (A 3d party check will not be accepted)
- Direct Bank Deposit Bank Name: _____ Bank Address: _____ (Must be within 5 miles of the tenancy address)
Account #: _____

DATED: _____ Signature of Landlord and/or Agent for Landlord: _____

ADDITIONAL NOTICE TO OCCUPANTS: If a "30 or 60 Day Notice of Termination of Tenancy" is served concurrently herewith, mere payment of the "Amount Due" will not negate the "Notice of Termination of Tenancy"; you must still vacate possession of the premises not later than the expiration of the specified period. If a "3 Day Notice to Perform Covenant or Quit" is served concurrently herewith you must also perform the covenant(s) specified therein; however, covenant performance will not negate either the "Notice of Termination of Tenancy" or this "Three Day Notice to Pay Rent or Quit". Even if you vacate within the three day period, said vacation does not waive or eliminate your responsibility for the payment of the amount specified herein, nor waive or eliminate your responsibility for full performance of any or all other promises, covenants, charges, sums, or amounts for which you are responsible pursuant to your rental agreement, if any, or pursuant to occupancy of the premises stated herein. Neither does vacation of the premises within the three day period, waive or discharge your responsibility for cleaning and/or repairs and damages to the premises for which you may be responsible. The issuance of this notice does not waive any of the landlord/owner's rights as allowed by California Civil Code Section 1951.2. Payment within the three day period of the amount demanded does not waive the right of the landlord to serve you with a separate and different subsequent notice for one or more existing or future violations of the rental agreement, if any; payment does not waive tenant violations of the rental agreement or California law.

PENAL CODE SECTION 594 STATES THAT "EVERY PERSON WHO MALICIOUSLY INJURES OR DESTROYS ANY REAL OR PERSONAL PROPERTY NOT HIS OWN...IS GUILTY OF A MISDEMEANOR."

PROOF OF SERVICE: This portion is not to be completed by the "Server" until AFTER the service is completed!

CAUTION TO SERVER: Each and every ADULT occupant in possession of the premises (whether named on the rental agreement or not, whether they are in possession with permission of the landlord or not, whether they contracted with the Landlord or not), should be served by at least one of the following methods: (Note that method (2) may be used only if method (1) is unsuccessful; method (3) may be used only if method (1) and (2) were tried, but were unsuccessful).

ON (Date): _____ I, the "Server" served this "Three Day Notice to Pay Rent or Quit" as follows: [Check one or more as may be applicable]

- (1) **PERSONAL DELIVERY:** I personally handed a copy of this "Three Day Notice to Pay Rent or Quit" to these ADULT occupants/tenants: _____
- (2) **SUBSTITUTED SERVICE:** I personally handed a copy of this Notice to a person of suitable age & discretion (other than the above-named occupant(s), at the occupant(s) place of residence of employment AND mailed a copy to each ADULT occupant by first class mail, postage prepaid to the tenancy address stated above.
- (3) **POSTING & MAILING:** Inasmuch as none of the occupant(s) have a separate place of employment, nor is it known to me, and no person of suitable age and discretion could be found at the place of employment, if any, or the tenancy address, I affixed a copy of this Notice in a conspicuous place at the tenancy address AND mailed a copy to said tenancy address to each ADULT occupant by first class mail, postage prepaid.

AT THE TIME OF THE SERVICE I WAS AT LEAST 18 YEARS OF AGE. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT, AND THAT IF CALLED AS A WITNESS I COULD DO SO COMPETENTLY. THIS DECLARATION WAS EXECUTED ON THE BELOW STATED DATE AT (City): _____, CALIFORNIA.

DATED: _____ SIGNATURE OF SERVER _____

www.sacramentolandlord.com

No liability is assumed for improper preparation or use. Use of your own risk. Use of this form does not imply representation of the landlord by this law firm. No representation is made that this form is suitable for your particular legal matter. THIS FORM IS PROVIDED AS A COURTESY OF THE LAW OFFICE OF GARY LINK, Sacramento, CA (916) 447-8101

Serving Sacramento area landlords since 1979

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