

60 Day NOTICE OF TERMINATION OF TENANCY

CAUTION TO LANDLORD: Unless any tenant or resident has resided in the dwelling for less than one year, if the tenant has resided in the residential tenancy premises for one year or longer, you must give a 60 Day Notice of Termination of Tenancy rather than only a 30 Day Notice of Termination of Tenancy. (1) This "60 Day Notice of Termination of Tenancy" may only be used for month to month tenancies, for leasehold tenancies where the term of the lease has expired, tenancies "at will", or for tenancies with an unspecified term. It may NOT be used for leases or rental agreements that call for a specified date of termination that is later than the expiration of the sixty day period. (2) This Notice may be served concurrently with either a "3 Day Notice to Pay Rent or Quit" and/or a "3 Day Notice to Perform Covenant or Quit". It may not, however, be served concurrently with a "3 Day Notice to Quit". (3) Use of this "60 Day Notice of Termination of Tenancy" 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 sixty days notice, or specifically provides for additional or specific language to be contained in a "Notice of Termination of Tenancy". If you are uncertain as to the specific requirements to apply to your own circumstances, you should consult with an attorney who specializes in landlord/tenant law. (4) This Notice need not be given at the beginning of the month or the beginning of the rental period, but may be given at any time during the month; rent will be prorated accordingly. Again, prior to using this form, please consult with your landlord-tenant attorney.

Tenant(s) Name(s): _____
and all other occupants, tenants, and subtenants in possession of, or claiming possession of the tenancy premises

Tenancy Address: _____

NOTICE IS HEREBY GIVEN that pursuant to California law, your occupancy and tenancy of the above-described tenancy premises is terminated as of sixty days from the date stated below. You are hereby required to deliver up possession of said tenancy premises to the Owner, Landlord, or his/her Authorized Agent not later than 60 days from the date of service of this notice.

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 (if you have a signed, written rental agreement allowing for attorneys fees) as well as statutory damages for such unlawful detention, and to declare a forfeiture of the lease or rental agreement, if any, under which you occupy the above-described tenancy premises.

Under no circumstances will this *Sixty Day Notice of Termination of Tenancy* be waived, canceled, discharged, revoked, rescinded, invalidated, or withdrawn without a signed, written document from the landlord expressly and specifically stating that this *Sixty Day Notice of Termination of Tenancy* notice is either waived, canceled, discharged, revoked, rescinded or withdrawn. No verbal promise, statement, representation or conduct by landlord, owner, or the authorized agent of either, will be considered as a waiver, cancellation, discharge, revocation, rescission, invalidation, or withdrawal of this *Sixty Day Notice of Termination of Tenancy* with which you are being served. Also, see the attached documents.

You are herewith also notified that if you have paid a security deposit to the landlord you have the right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit, before the termination date identified in this notice, in a manner consistent with the rights and obligations of the parties under the rental agreement in order to avoid deductions from the security deposit, if any, for reasonable and necessary cleaning to return the residential tenancy premises to the same level of cleanliness it was in at the inception of the tenancy and/or for reasonable and necessary repair of damages exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant. Contact the Landlord or Authorized Agent for the landlord to request an initial inspection. If you do not make such a request, there will be no duty on the part of the landlord or agent to conduct a Pre-Termination Inspection. The inclusion of this paragraph is not to be construed by you as an acknowledgment or admission that you have in fact paid a security deposit to the landlord.

YOU ARE STILL RESPONSIBLE FOR TIMELY PAYMENT OF THE DAILY PRO-RATED RENT THAT BECOMES DUE THROUGH THE EXPIRATION DATE OF THIS "Sixty Day Notice of Termination of Tenancy." YOU WILL ALSO BE RESPONSIBLE FOR THE DAILY PRO-RATED FAIR RENTAL VALUE OF THE PREMISES FOR EACH DAY THAT YOU WRONGFULLY REMAIN IN POSSESSION OF THE PREMISES BEYOND THE TERMINATION DATE SPECIFIED HEREIN. FURTHER, YOU REMAIN RESPONSIBLE FOR FULL AND TIMELY PERFORMANCE OF EACH AND EVERY COVENANT, PROMISE, AND CONDITION OF THE RENTAL AGREEMENT, IF ANY, ON YOUR PART TO BE PERFORMED. THE LANDLORD RESERVES ALL RIGHTS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1951.2.

DATED: _____
Signature of landlord, property manager, etc. Phone #: _____

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."

Notice to Occupants: 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. If a "Notice to Pay Rent or Quit" is served concurrently herewith, mere payment of the "Amount Due" will not negate, cancel, invalidate, rescind, revoke, withdraw or discharge this *60 Day Notice of Termination of Tenancy*; you must still vacate possession of the tenancy premises not later than the expiration date of the sixty day period specified herein. If a "Notice to Perform Covenant or Quit" is served concurrently herewith, mere performance of the covenants specified therein will not negate, cancel, invalidate, rescind, revoke, withdraw or discharge this *60 Day Notice of Termination of Tenancy*. In other words if you fail to comply with the demand of any notice issued to you, a lawsuit for Unlawful Detainer will be filed against you immediately after the specified period.

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 methods (1) and (2) were tried, but were unsuccessful). Method (4) is also permissible.

On (Date): _____ I, the "Server" served this "*60 Day Notice of Termination of Tenancy*" as follows:

Check One

PERSONAL DELIVERY: I personally handed a copy of this "*60 Day Notice of Termination of Tenancy*" to these ADULT occupants/tenants: _____

SUBSTITUTED SERVICE: I personally handed a copy of this "Notice to Vacate" to a person of suitable age and discretion (other than the above-named occupants(s), at the occupant(s) place of residence or employment **AND** mailed a copy to each ADULT occupant by first class mail, postage prepaid to the tenancy address stated above.

POSTING & MAILING: Inasmuch as none of the occupants(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 to Vacate 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.

CERTIFIED OR REGISTERED MAILING: I mailed a copy of this Notice to Vacate to the tenancy address to ALL the ADULT occupants by registered or certified 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

This form is not intended as legal advice; for proper preparation of this notice you should consult with an attorney familiar with landlord-tenant laws. No liability is assumed for improper preparation or use. Use at 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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