

30-DAY NOTICE TO VACATE

A residential landlord may terminate a month-to-month tenancy by giving at least thirty (30) days' written notice to the tenant unless the tenant has resided on the property for one year or more. [Calif. Civil Code §§1946,1946.1]

Date _____

To Tenant(s) _____

Items left blank or unchecked are not applicable.

Facts:

1. You are a residential Tenant(s) under a rental agreement or expired lease agreement
 - A. dated _____ in city of _____, and county of _____, California,
 - B. entered into by _____, as the Tenant(s), and
 - C. _____, as the Landlord/Agent,
 - D. regarding the rental unit with the address of _____.

Notice:

2. This notice is intended as at least a thirty (30) day notice prior to termination of your month-to-month tenancy.
3. On or before _____, 20_____, a date at least thirty (30) days after service of this notice, you will vacate and deliver possession of the premises to Landlord/Agent, or _____.
4. Rent due prior to the date to vacate includes pro rated rent of \$ _____, payable on or before _____, 20_____.
5. Landlord/Agent acknowledges the prior receipt of \$ _____ as your security deposit.
 - A. Notice: You have the right to request and be present for an inspection of the premises to be conducted within two weeks of expiration of this notice to vacate for the purposes of providing you with an itemized statement of deductible charges for repairs and cleaning and allowing you the opportunity to remedy these deficiencies and avoid a deduction from your security deposit. [Calif. Civil Code §1950.5(f)(1)]
 - B. Within 21 days after you vacate, Landlord/Agent will furnish you with a written statement and explanation of any deductions from the deposit and a refund of the remaining amount. [Calif. Civil Code §1950.5(g)(1)]
 - C. Landlord/Agent may deduct only those amounts necessary to:
 - a. reimburse for Tenant defaults in rental payments;
 - b. repair damages to the premises caused by Tenant(s) (ordinary wear and tear excluded);
 - c. clean the premises, if necessary; and
 - d. reimburse for Tenant(s) loss, damage or excessive wear and tear on furnishings provided to Tenant(s).

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