

# 60-DAY NOTICE TO TERMINATE TENANCY

TO:

\_\_\_\_\_  
*Insert Names of All Adult Occupants*

And All Other Occupants In Possession of the Premises Located at:

\_\_\_\_\_

\_\_\_\_\_

**PLEASE TAKE NOTICE** that your tenancy of the above referenced is terminated **SIXTY (60)** days after the service of this **NOTICE** on you. Upon expiration of the **NOTICE**, you are required to peaceably vacate the Premises, remove all of your personal property and surrender possession of the Premises to the Landlord.

**PLEASE TAKE FURTHER NOTICE** that the rental Premises *are not located in a rent controlled jurisdiction, therefore under California law either the Landlord or the Tenant may terminate a month-to-month tenancy without cause.*

**PLEASE TAKE FURTHER NOTICE** that if you fail or refuse to vacate the Premises, the Landlord will institute legal proceedings for an Unlawful Detainer to recover possession of the Premises. Such proceedings could also result in a monetary Judgment against you which may include Court Costs, Attorney fees, Writ fees, Sheriff fees, and for such further relief as the Court may deem proper.

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 Landlord 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. If you wish to have an initial inspection, please request the form from your Landlord, complete it and arrange the time and date of the initial inspection with your Landlord.

Pursuant to Civil Code Section 1946.1, 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.

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

By: \_\_\_\_\_

*Signature*

## **CREDIT WARNING:**

**DO NOT IGNORE THIS NOTICE.** If an Unlawful Detainer lawsuit is filed against you, it could result in a judgment against you which may include monetary amounts, attorneys' fees and court costs. Once a lawsuit is filed with the Court it is a public record and may later appear on your Credit Report or have a negative impact on your Credit even if no judgment is entered against you or the case is later dismissed. You are 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. This could seriously affect your ability to obtain credit or to obtain rental housing in the future.

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