

THIRTY-DAY NOTICE OF RESIDENT(S) INTENT TO VACATE
[Please complete and return to Management at least 30 days before you intend to move]

TO: _____ (Owner/Agent)

You are hereby given notice that _____ (Resident(s))
intend(s) to terminate the tenancy and to move from the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

as of _____ (date).

It is understood as follows:

- a. that a *Thirty-Day Notice of Intent to Vacate* is required by Section 1946 of California Civil Code for month-to-month tenancies;
- b. for Resident's on a fixed-term lease, a Thirty-Day Notice of Intent to Vacate does not release Resident from any obligation of the lease, including payment to the end of the lease term;
- c. Resident's possession of the unit remains in effect until all belongings are removed and all keys returned; and
- d. except as provided by law, rent is due and payable up to and including the final date of possession, or Thirty (30) days after service of this notice to Owner/Agent, whichever is later.
- e. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.

The Resident's reason(s) for terminating the Rental Agreement is as follows: *(optional)*

FORWARDING ADDRESS: _____

NEW PHONE NUMBER: _____

With regard to your security deposit:

You have the option to request an initial inspection with the landlord before you vacate, and you have the right to be present at this inspection. The purpose of this inspection is to allow you an opportunity to remedy identified deficiencies in order to avoid deductions from the security deposit. If requested by you, the landlord shall make an initial inspection of the subject premises at a reasonable time, but no earlier than two weeks before the termination of the tenancy. If you request an inspection, the parties shall attempt to schedule the inspection at a mutually agreeable date and time. If a mutual time is agreed upon for the inspection, the landlord shall give at least 48 hours prior written notice to you of the date and time of the inspection. If a mutually agreeable time cannot be scheduled, the landlord must give at least 48 hours written notice to you of the date and time for the inspection. You need not be present during the time of the inspection. You and the landlord may agree to forgo the 48-hour prior notice by both signing a written waiver. The landlord shall proceed with the inspection whether you are present or not, unless you withdraw your request for the inspection. Based on the inspection, the landlord must give you an itemized statement specifying repairs or cleaning that are proposed to be the basis of any legally permissible deduction from the security deposit. The itemized statement must include the actual text of specified sections of the security deposit law. The statement must be provided to you, if you are present for the inspection, or must be left by the landlord inside the subject premises if you are not present. You shall then have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rental agreement, in order to avoid deductions from the security deposit. The landlord has the right to use the security deposit for deductions itemized in the statement that are not corrected by you, so long as the deductions are allowed by law. The landlord is allowed to use the security deposit for (1) the default in the payment of rent; (2) the repair of damage to the subject premises, exclusive of ordinary wear and tear, caused by you or your guests; (3) the cleaning of the subject premises in order to bring this unit to the same level of cleanliness it was in at the inception of the tenancy; (4) the failure of you to restore, replace or return personal property or appurtenances; (5) damage to the subject premises that occurred between completion of the initial inspection and termination of the tenancy; and (6) damage to the subject premises that was not identified by the landlord during the initial inspection due to the presence of your possessions.

Please note that with regard to personal possessions left behind after you vacate the subject premises:

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant (the subject premises), 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 the landlord after being notified that property belonging to you was left behind after you moved out.

(Check only one option below)

- I decline the initial inspection.
- I request the initial inspection of my unit, and I wish to be present.
- I request the initial inspection of my unit, but I will not be present.

Contact me to arrange for the inspection _____ (phone)

(If requesting initial inspection, check only one option below)

- I waive my right to 48-hour notice by the Owner/Agent prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1).
- I want Owner/Agent to provide 48-hour notice prior to his/her entry of the unit to perform the initial inspection.

Date Resident

Date Resident

Date Resident

Date Resident

**OWNER/AGENT ACKNOWLEDGEMENT OF RESIDENT(S)
THIRTY-DAY NOTICE OF INTENT TO VACATE**

1. Receipt of Resident(s) Thirty-Day Notice of Intent to Vacate the above unit, effective _____ (date), is acknowledged.
2. Your tenancy will be terminated as of _____ (date).
3. Please note that you cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.
4. Rent must still be paid in advance on the normal rental date, prorated to the end of the tenancy as follows:
From _____ (date), to _____ (date),
for _____ days at \$ _____ per day, for a total of \$ _____.

Date Owner/Agent