

# 15-Day Notice to Pay or Quit

(Nonpayment of Rent between September 1, 2020 and January 31, 2021)

(Code of Civil Procedure Section 1179.03(c)(4))

TO: \_\_\_\_\_  
(Name of Tenant(s))

## NOTICE FROM THE STATE OF CALIFORNIA

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit [lawhelpca.org](http://lawhelpca.org).

Premises location: \_\_\_\_\_

Amount of total rent due and owing: \_\_\_\_\_

\_\_\_\_\_ (month/year) \$ \_\_\_\_\_ (month/year) \$ \_\_\_\_\_  
\_\_\_\_\_ (month/year) \$ \_\_\_\_\_ (month/year) \$ \_\_\_\_\_  
\_\_\_\_\_ (month/year) \$ \_\_\_\_\_ (month/year) \$ \_\_\_\_\_  
\_\_\_\_\_ (month/year) \$ \_\_\_\_\_ (month/year) \$ \_\_\_\_\_

YOU ARE HEREBY REQUIRED TO PAY this amount within fifteen (15) days (excluding Saturday, Sunday, and Judicial Holidays) from the date of service to this notice on you, or to vacate and surrender possession of the premises. Your failure to do so will result in legal proceedings being initiated against you to recover possession of the premises, declare the forfeiture of the rental agreement, agreement or lease under while you occupy the premises, and recover rents, damages, and costs of suit.

**RENT IS TO BE PAID TO:**

The undersigned (landlord)                       The following person: \_\_\_\_\_

At the following address: \_\_\_\_\_, California, Phone: \_\_\_\_\_

**IN THE FOLLOWING MANNER:**

In person. Usual days and hours for rent collection are: \_\_\_\_\_

By mail to the person and address indicated above.

By deposit to account \_\_\_\_\_ at \_\_\_\_\_, a financial institution located within 5 miles of your rental, at \_\_\_\_\_, California.

By electronic funds transfer previously established.

**Please note that if the rent due includes any amount accrued during the period from 3/1/2020 through 8/31/2020, you will receive a separate notice for that amount. You will still owe the entire amount listed in both notices.**

**PLEASE SEE THE IMPORTANT NOTICE AT THE BEGINNING OF THIS NOTICE.**

Date: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

**DISCLAIMER – PLEASE READ!**

AB 3088 created new law. **This Form** is intended to assist patrons with their legal research **and is in no way intended** to replace the advice and counsel of an attorney. The Merced Superior Court Self-Help Center does not provide legal advice. The Merced Superior Court Self-Help Center provides legal resources and assistance with legal research as an educational service.

**Proof of Service of 15-day Notice**  
**Civil Code 1179.02.5(d)**  
**(Rent due during the period from 9/1/2020-1/31/2020):**

I, \_\_\_\_\_, the undersigned, being at least 18 years of age, served this 15-Day Notice, of which the attached is a true copy, on \_\_\_\_\_, one of the occupants listed above as follows:

\_\_\_ On \_\_\_\_\_, \_\_\_\_\_, I delivered the notice to the occupant personally.

\_\_\_ On \_\_\_\_\_, \_\_\_\_\_, I delivered the notice to a person of suitable age and discretion at the occupant's residence/business after being attempted personal service at the occupant's residence, and business, if known.

On \_\_\_\_\_, \_\_\_\_\_, I mailed a second copy to the occupant at his or her own residence.

\_\_\_ On \_\_\_\_\_, \_\_\_\_\_, I posted the notice in a conspicuous place on the property, after having attempted personal service at the occupant's residence, and business, if known, and after having been unable to find there a person of suitable age and discretion.

\_\_\_ On \_\_\_\_\_, \_\_\_\_\_, I mailed a second copy to the occupant at the property. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

\_\_\_\_\_  
Signature