

**https://www.mercedcourt.org/contact_info.shtml 15 DAY NOTICE TO
PAY RENT OR QUIT
[Code Civ. Proc. § 1179.03](#)**

To: _____
and any other persons in possession of the premises located at

NOTICE IS HEREBY GIVEN that the rent stated below has not been paid for the Premises described above. **the rent is in arrears and is a breach of the lease.** You are hereby required to pay the total amount of the rent demanded below to the undersigned within fifteen (15) days, excluding Saturdays, Sundays, and other judicial holidays, after service of this notice to you, or to quit and deliver up possession of the above-described premises. Failing this, legal proceedings may and in all likelihood will be instituted against you to recover possession of the premises, to declare a forfeiture of the agreement under which you occupy the premises and to recover damages – measured at the daily rental rate for the Premises – plus court costs and any attorneys fees that may be incurred

TRANSITIONAL RENT – FROM SEPTEMBER 1, 2020 – JANUARY 31, 2021

ITEMIZATION OF AMOUNT DUE
[Code Civ. Proc. § 1179.03\(b\)\(2\)](#)

RENTAL DUE DATE _____ day of each month

RENTAL RATE \$ _____/month

TOTAL RENT OWING AND UNPAID \$ _____

TOTAL RENT DEMANDED \$ _____

CALCULATED AS FOLLOWS

\$ _____ due on _____

\$ _____ due on _____

\$ _____ due on _____

A separate 15 Day Notice to Pay Rent or Quit was given for “Protected Rent” owed from March 1, 2020-August 31, 2020 [Code Civ. Proc § 1179.03, subd. \(e\)](#).

**RENT PAYMENTS
SHALL BE MADE PAYABLE TO, AND DELIVERED, AS FOLLOWS:**

Payable to: _____
Delivered to: _____
Address: _____
Telephone _____

[Civ. Code § 1946](#). If you elect to quit and to deliver up possession of the Premises instead of paying the total amount of the rent demanded in this notice, “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.” If you are evicted, this same rule applies. (Civ. Code § 1946)

**FOR ALL RESIDENTIAL REAL PROPERTY
NOT DESCRIBED IN SECTION 1947.12, SUBDIVISION (d)(5)**

California Law limits the amount your rent can be increased. Civ. Code [§ 1947.12](#) provides that “subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.”

Code Civ. Proc. § 1179.03, subd. (c)(4) “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.”

Dated: _____

Landlord's Certificate of Service of this Notice

I, the undersigned, being at least eighteen years of age, served this notice, of which this is a true copy, on _____, who is the occupant or who is one of the occupants listed above as follows: (check one:)

- On _____, 20____, I delivered the notice to the occupant personally.
- On _____, 20____, I delivered the notice to a person of suitable age and discretion at the occupant's residence after having attempted personal service at the occupant's residence, and business, if known. And, on _____, 20____, I mailed a second copy to the occupant at his or her residence.
- On _____, 20____, 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. And, on _____, 20____, I mailed a second copy to the occupant at the property.
- Served with the notice was an unsigned copy of a declaration of COVID-19-related financial distress, **required** under [Code Civ. Proc. 1179.03, subd. \(d\)](#)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____, 20____
Signature Date

DISCLAIMER – PLEASE READ!

AB 3088 created new law. Hyperlinks to the revised Statute are provided in the Form above. **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. Butte County Public Law Library does not provide legal advice. Butte County Law Library provides legal resources and assistance with legal research as an educational service.

DECLARATION OF COVID-19 FINANCIAL DISTRESS
Code Civ. Proc. § 1079.2, subd. (d)

I am currently **unable** to pay my rent or other financial obligations under the lease [or rental agreement] **in full** because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic. *Your Initials, if applicable:* _____

2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic. *Your Initials, if applicable:* _____

3. Increased expenses directly related to health impacts of the COVID-19 pandemic. *Your Initials, if applicable:* _____

4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income. *Your Initials, if applicable:* _____

5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic. *Your Initials, if applicable:* _____

6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses. *Your Initials, if applicable:* _____

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses. *Your Initials, if applicable:* _____

Initialed and Signed under penalty of perjury under the laws of the State of California

Dated: _____

Signature

Printed Name