15-Day Notice to Pay or Quit

(Nonpayment of Rent between March 1, 2020 and August 31, 2020)

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

TO: _____
(Name of Tenant(s))

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 electronic funds transfer previously established.

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

☐ **High Income Tenant**: Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed Declaration of COVID-19-related financial distress provided with this notice. If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.

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)

If the rent due includes any amount accrued during the period from 9/1/2020 through 6/30/2021, 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 END OF THIS NOTICE.

Date: _____ Owner/Agent: _____

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, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, 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

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.

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: [*Initial next to each item that applies*]

_____ 1. Loss of income caused by the COVID-19 pandemic.

_____ 2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.

_____ 3. Increased expenses directly related to health impacts of the COVID-19 pandemic.

_____ 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.

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

_____ 6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

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.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed in _____, County, California on _____ (date).

_____ _____

Type or Print Name Signature

Proof of Service of 15-day Notice

Civil Code **1179.02.5(d)**

(**Rent due during the period from 3/1/2020-8/31/2020):**

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. AND On _____, _____, 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).

Date: _____ _____

Signature