

1 **3-DAY NOTICE TO PAY RENT OR MOVE OUT (Berkeley)**  
2 **For Rent Due on or after April 1, 2022 and before July 1, 2022**

3 TO: \_\_\_\_\_, Resident \_\_\_\_\_, Resident  
4 \_\_\_\_\_, Resident \_\_\_\_\_, Resident

5 AND ALL OTHERS IN POSSESSION of the premises now held and/or occupied by you at (Street Address) \_\_\_\_\_  
6 \_\_\_\_\_ (Unit #) \_\_\_\_\_ (City) \_\_\_\_\_, CA, (Zip) \_\_\_\_\_

7 PLEASE TAKE NOTICE that you are justly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to  
8 the lease and/or rental agreement under which you hold possession, there is now due, unpaid and delinquent rent in the total sum of  
9 \_\_\_\_\_ (\$ \_\_\_\_\_).

10 The total amount owing represents rent due for the following period(s):  
11 \$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_  
12 \$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_  
13 \$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

14 **WITHIN THREE (3) DAYS, excluding Saturdays, Sundays and other legal holidays**, you are hereby required to pay the amount of the above  
15 stated rent in full OR quit the subject premises, move out, and deliver up possession to the owner or his authorized agent.

16 Your payment shall be payable to: \_\_\_\_\_ and payments shall be delivered to  
17 (Name): \_\_\_\_\_ at (Address): \_\_\_\_\_,  
18 (Unit #): \_\_\_\_\_, (City) \_\_\_\_\_ CA, Zip Code: \_\_\_\_\_ and Telephone Number (\_\_\_\_) \_\_\_\_\_

19 who is available on the following days:  Mon  Tue  Wed  Thur  Fri  Sat  Sun  
20 and the following hours: \_\_\_\_\_

21 **PLEASE TAKE FURTHER NOTICE** that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS as required by  
22 this notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal  
23 proceedings for the unlawful detainer against you to recover possession of the premises plus court costs, attorney fees and penalty fees of \$600.00  
24 as provided by California law.

25 Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on  
26 your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

27 If your tenancy terminates because of this notice you may exercise your right to request an initial move-out inspection of the premises and be  
28 present at the inspection. On the basis of this inspection you may then correct any deficiencies that would otherwise result in a deduction from  
29 your Security Deposit. Please contact the Owner/Agent to request an initial move-out inspection.

30 This Three-Day Notice To Pay Rent or Quit is served pursuant to Section 13.76.130(A)(1) of the Berkeley Rent Stabilization and Eviction for Good  
Cause Ordinance, which provision authorizes the eviction of a tenant who has continued, following written three-day notice to cure, to fail and  
refuse to pay rent lawfully owing.

As required by Section 13.76.130(C) of the Ordinance, the undersigned owner asserts that, as of the date of this Notice, all rental units in the subject  
property are in substantial compliance with the implied warrant of habitability and are in compliance with Sections 13.76.100 (Rent Ceiling) and  
13.76.080 (Rent Registration) of the Ordinance.

At this time, we have not been informed that your unit is in need of any repairs. We take our responsibility as a landlord very seriously. If you  
believe that items need to be corrected, please address those issues in writing and we will immediately inspect and make necessary repairs. Of  
course, if we do not receive any written repair requests, we will assume that there are no items that need to be corrected at this time.

A copy of this Notice will be filed with the Berkeley Rent Stabilization Board within 10 days.

Owner(s): \_\_\_\_\_ Date \_\_\_\_\_

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

**NOTICE FROM THE STATE OF CALIFORNIA:** If before October 1, 2021, you  
paid your landlord at least 25 percent of any rent you missed between  
September 1, 2020, and September 30, 2021, and you signed and returned  
on time any and all declarations of COVID-19 related financial  
distress that your landlord gave to you, or if You completed an  
application for government rental assistance on or before March 31,  
2022, You may have protections against eviction. For information about  
legal resources that may be available to you, visit lawhelpca.org.



# Proof Of Service

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the NOTICE, of which a true copy appears on the reverse side of this Proof Of Service, by one of the methods indicated below on the following named

Resident(s): \_\_\_\_\_

1. **BY PERSONALLY DELIVERING** a copy of the Notice to the Resident(s) named above at the following address:

2. **BY LEAVING** a copy of the Notice for the Resident(s) named above with a person of suitable age and discretion at the residence or usual place of business of the Resident(s), said Resident(s) being absent therefrom. Said residence or usual place of business being at the following address:

**AND MAILING** an individual copy to each Resident by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Resident(s) named above at their usual place of residence which is at the following address: \_\_\_\_\_

3. **BY POSTING** a copy of said Notice for each of the Resident(s) named above in a conspicuous place, there being no person of suitable age or discretion to be found at any known place of residence or know usual place of business of the Resident(s). Said notice was posted at their usual place of residence which is at the following address:

**AND MAILING** an individual copy to each Resident by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Resident(s) named above at their usual place of residence which is at the following address: \_\_\_\_\_

Subject notice was served on \_\_\_\_\_, 20\_\_\_\_.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City of \_\_\_\_\_

County of \_\_\_\_\_, State of California.

Signature of Server: \_\_\_\_\_

Print Name of Server: \_\_\_\_\_

**Fill out "Proof Of Service" On Owner's Copies Only**

