

# 15-DAY NOTICE TO PAY RENT OR MOVE OUT

(RENT DEMAND FOR SEPTEMBER 1, 2020 THROUGH JANUARY 31, 2021)

**Plaintiff(s):** \_\_\_\_\_, Owner(s)

**VS.**

**Defendant(s):** \_\_\_\_\_, Resident

\_\_\_\_\_, Resident

\_\_\_\_\_, Resident

To: \_\_\_\_\_, Resident(s)

**AND ALL OTHERS IN POSSESSION OF THE PROPERTY LOCATED AT** (property address):  
\_\_\_\_\_

## 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).



**PLEASE TAKE NOTICE** that you are justly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession, there is now due, unpaid and delinquent rent in the total sum of:

(\$ \_\_\_\_\_). The total amount owing represents rent due for the following period(s):

\$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

\$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

\$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

\$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

\$ \_\_\_\_\_ Due from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_

*This notice does not demand payments that came due prior to September 1, 2020. However, any amounts you may owe prior to March 1, 2020 are not waived and Landlord reserves the right to pursue those amounts in a separate action.*

**WITHIN FIFTEEN (15) DAYS** after service on you of this notice (excludes Saturday, Sunday and court holidays), you are hereby required to pay the amount of the above stated rent in full **OR** quit the subject premises, move out, and deliver up possession to the owner and/or his authorized agent.

**IF YOU FAIL TO TAKE EITHER ACTION ABOVE - PAY RENT IN FULL OR RETURN THE DECLARATION - YOU MUST MOVE OUT AND DELIVER THE POSSESSION OF THE ABOVE LISTED PROPERTY WITHIN FIFTEEN (15) DAYS, NOT INCLUDING SATURDAYS, SUNDAYS, OR COURT HOLIDAYS, AFTER THE SERVICE ON YOU OF THIS NOTICE.**

Your payment should be payable to: \_\_\_\_\_ and payment shall be delivered to: Name: \_\_\_\_\_ at the following address:

\_\_\_\_\_, Unit #: \_\_\_\_\_,

\_\_\_\_\_ California, Zip Code: \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ who is usually available on the following days:

\_\_\_\_\_ and the following hours: \_\_\_\_\_.

**PLEASE TAKE FURTHER NOTICE, IF YOU FAIL TO PERFORM OR OTHERWISE COMPLY WITHIN FIFTEEN (15) DAYS** as required by this notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal proceedings for the unlawful detainer against you to recover possession of the premises plus court costs, attorney fees and **PENALTY DAMAGES OF \$600.00** due as provided by California law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner(s): \_\_\_\_\_ By: \_\_\_\_\_ Agent

*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 your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.*

*Penal Code Section 594 provides that any person who maliciously damages or destroys the property or another is subject to fine and imprisonment.*



# DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

State law provides eviction protections, but in order to be protected you must (1) Return the declaration of COVID-19-related financial distress hardship declaration within 15 days after receiving any eviction notice, **and** (2) Pay 25 percent of all rent owed for September 1, 2020 through January 31, 2021 by January 31, 2021.

**“Declaration of COVID-19-related financial distress” means the following written statement:**

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

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.

Dated: \_\_\_\_\_

Signed under penalty of perjury: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address/Unit Number: \_\_\_\_\_



# 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 pages before 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 known 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**

