



NOTICE OF TERMINATION OF TENANCY

(Intended to be Used for Periodic Tenancies)

(C.A.R. Form NTT, Revised 6/22)

To: Capitola Strong, Inc., Michelle Strong, LaSalle Strong ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) 231 Esplanade
(Unit/Apartment #) 200
(City) Capitola (State) Ca (Zip Code) 95010 ("Premises").

YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)

1. Tenant Protection Act Applicability.

- A. The Tenant Protection Act of 2019, aka AB 1482, ("TPA") The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). Exemptions exist to both the Rent Cap and Just Cause laws. For more information, see the IMPORTANT NOTES below.
B. Common Exemptions: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominium, as long as the property is not owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.
C. If Property or tenancy is covered by the TPA, fill out paragraph 2. If Property or tenancy is NOT covered by the TPA, fill out paragraph 3. If property owner is uncertain whether the property or tenancy is exempt from the TPA, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA.

** NOTE: COMPLETE PARAGRAPH 2 OR 3. DO NOT COMPLETE BOTH. **

2. [X] PROPERTIES OR TENANCIES COVERED BY THE TPA:

IF CHECKED, paragraph 3 does NOT apply and only the Notice checked in 2A or 2B shall be in effect.

- A. [X] Your tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on 04/30/2023 (whichever is later), for the following reason:
(1) [] Family Move-In. Owner, or owner's spouse, domestic partner, parents, grandparents, children or grandchildren, intend to occupy the Premises. Tenant has previously agreed that owner may unilaterally terminate the tenancy for such a reason (C.A.R. Form RCJC dated _____).
(2) [X] Owner intends to withdraw the Premises from the rental market.
(3) [] Owner intends to demolish or substantially remodel the Premises.
(4) [] Owner intends to comply with (i) an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR (ii) a local ordinance that mandates the Premises be vacated.

RELOCATION FEES: Whether 2A(1), (2), (3), or (4) applies, tenant is entitled to relocation assistance in an amount equal to one-month's rent. Owner elects to compensate tenant by waiving rent for the final month of tenancy, and the amount of rent due, which is waived, is \$2,200.00 and no payment of rent is due for the final month of the tenancy, or, if checked, [] by providing direct payment to tenant within 15 calendar days of providing this notice. However, no payment is required if a court or government agency has determined that the tenant is the cause of reason for the notice in 2A(4).

- OR B. [] Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on _____ (whichever is later).
Only applies if (i) all tenants have occupied the Premises for less than 12 months OR (ii) at least one tenant has occupied the Premises for less than 12 months and no other tenant has occupied the property for 24 months or more.



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3. **PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA:** Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA before selecting any of the options below.

IF CHECKED, paragraph 2 does NOT apply and only the Notice checked in 3A, B, C or D shall be in effect.

- A. Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on _____ (whichever is later).
- B. Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later). Only applies if at least one tenant or resident has resided in the Premises for less than one year.
- OR C. Your tenancy, if any, in the Premises is terminated **90 days** from service of this Notice, or on _____ (whichever is later). Applies if Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program.
- OR D. Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on _____ (whichever is later). Only applies if all of the following are met:
- (1) Landlord has entered into a contract to sell the Premises to a natural person(s);
 - (2) **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
 - (3) **AND** Landlord has established an escrow with an escrow company licensed by the Department of Financial Protection and Innovation, Department of Insurance, or a licensed Real Estate Broker;
 - (4) **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
 - (5) **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
 - (6) **AND** Tenant has not previously been given a notice of termination of tenancy.

4. If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

5. 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.

6. **Local rent control and eviction laws.** Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property is subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the laws where the property is located prior to serving this notice.**

7. Other tenancy termination forms: Landlord is advised to use the form identified below for a termination of tenancy for the following reasons:

Pay Rent or Quit (C.A.R. form PRQ): Default in the payment of rent;

Notice to Cure or Perform Covenant or Quit (C.A.R. form PCQ): Breach of a material term of the lease or rental; Upon termination of an existing lease, tenant fails to execute a written extension or renewal of a lease for similar terms and duration of an existing lease; Tenant fails to deliver possession of the Premises after giving landlord written notice of intent to terminate; and Tenant refuses to allow owner the right to enter the premises after being given proper notice;

Notice to Quit (C.A.R. form NTQ): Tenant maintains or causes a nuisance, waste, criminal activity; makes a criminal threat against the owner or agent; uses the Premises for an unlawful purpose; or where the tenant's employment or hiring by the owner or agent has been terminated; OR when the tenant has failed to cure a breach of the lease or rental by the time specified in a notice to cure or notice to perform covenant or quit previously provided to tenant.

Landlord (Owner or Agent) La Serena Properties, LLC Date _____
Landlord (Owner or Agent) Russell Edward Gross Date Feb. 7, 2023
Address c/o 3140 Porter Street Suite A City Soquel State CA Zip 95073
Telephone (831)464-4700 Fax _____ E-mail russell@russellgross.com

