

**15-DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT
(Monetary Breach)
WITH BLANK DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS
(Payment Due March 1, 2020-August 31, 2020)**

TO: _____
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

You currently owe the total sum of \$ _____, for charges other than rent due between March 1, 2020 and August 31, 2020, calculated as follows:

(Check box for each month with charges that are due and unpaid.)

| | | |
|--------------------------|-------------|--|
| <input type="checkbox"/> | March 2020 | \$ _____ Total Unpaid Charges due in March 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |
| <input type="checkbox"/> | April 2020 | \$ _____ Total Unpaid Charges due in April 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |
| <input type="checkbox"/> | May 2020 | \$ _____ Total Unpaid Charges due in May 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |
| <input type="checkbox"/> | June 2020 | \$ _____ Total Unpaid Charges due in June 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |
| <input type="checkbox"/> | July 2020 | \$ _____ Total Unpaid Charges due in July 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |
| <input type="checkbox"/> | August 2020 | \$ _____ Total Unpaid Charges due in August 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details. |

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WITHIN FIFTEEN (15) DAYS, not including Saturdays, Sundays, or other judicial holidays, after the service on you of this Notice, you are required to:

1. Pay the total sum of \$_____, which is charges other than rent due for the months indicated above for which a Declaration of COVID-19-Related Financial Distress (and documentation, if required) has not been provided (see page 2 for payment instructions)

OR

2. Complete the attached declaration, sign it under penalty of perjury and deliver the declaration (and documentation if required) to the Landlord as provided below,

IF YOU FAIL TO TAKE THE ACTION SPECIFIED IN EITHER 1 OR 2 ABOVE, YOU MUST QUIT AND DELIVER THE POSSESSION OF THE PREMISES WITHIN FIFTEEN (15) DAYS, NOT INCLUDING SATURDAYS, SUNDAYS, OR OTHER JUDICIAL HOLIDAYS, AFTER THE SERVICE ON YOU OF THIS NOTICE.

If you fail to perform or otherwise comply, Landlord declares the forfeiture of your Rental/Lease Agreement and will institute legal proceedings to obtain possession. Such proceedings could result in a judgment against you, which may include attorneys' fees and court costs as allowed by law, and an additional punitive award of six hundred dollars (\$600) in accordance with California law. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

This notice does not demand payments that came due prior to March 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.

Payment Instructions

Payment must be made payable to:

(Landlord)

Payment must be delivered to:

(Name to whom rent should be delivered)

at _____

(Address where payments should be delivered)

Telephone number for above address: _____

Payments made in person may be delivered between the hours of _____ and _____ on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Other _____

Acceptable methods of payment: Personal Check Cashier's Check Money Order Credit EFT (Pursuant to previously established Electronic Funds Transfer procedure) and Cash

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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.

Documentation supporting COVID-19 Financial Distress is Required from High-Income Tenant (*Landlord check only if applicable*)

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.

Landlord by _____, _____ Agent for Landlord
Individual Signing for Landlord *Management Co. (If Applicable)*

Date



**DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS
(Rent Due March 1, 2020-August 31, 2020)**

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.

Signed under penalty of perjury: _____
Resident

Dated: _____
Date

Instructions for Resident:
(to be completed by landlord)

Any person in your household that has experienced COVID-19 related financial distress as specified above can sign and return this form. It is recommended that if more than one person in your household has experienced COVID-19 related financial distress as specified above, that each such person sign and return this form.

This declaration (including documentation if required) must be provided to the Landlord by one of the following means:

- (1) Through United States mail to the address indicated by the landlord in the notice. Address for delivery by mail _____
- (2) Through any of the same methods that the resident can use to deliver the payment pursuant to the notice, where delivery of the declaration by that method is possible.
- (3) (check only if applicable) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person. Address for delivery in person _____
- (4) (check only if applicable) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered. Email address for delivery of declaration _____



Itemized Statement of Charges

for the Month of _____, 20____

| | | | | |
|----|----------------------------------|----------|--|---|
| 1. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 2. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 3. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 4. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 5. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 6. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 7. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |



Itemized Statement of Charges

for the Month of _____, 20____ (continued)

| | | | | |
|-----|----------------------------------|----------|--|---|
| 8. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 9. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 10. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 11. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 12. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 13. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |
| 14. | Amount Due | Due Date | Applicable Time Period or Date Charge was Incurred | Purpose of Charge (i.e., utilities, damage) |
| | Rental/Lease Agreement Provision | | | |



[For Landlord Use Only]

**15-DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT
(Monetary Breach)
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(Payment Due March 1, 2020-August 31, 2020)**

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the _____ day of _____ (month), _____ (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

- BY DELIVERING** a copy of the Notice to the following resident(s) PERSONALLY: _____
- BY LEAVING** a copy for each of the above-named resident(s) 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;
AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this _____ day of _____ (month), _____ (year), in _____ (City), _____ (State).

Name of Declarant (Print)

(Signature of Declarant)



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