

**NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS IN 15 DAYS
OR
QUIT IN 30 DAYS
(Monetary Breach)
WITH BLANK DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS
(Payment Due September 1, 2020-June 30, 2021)**

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 for the period beginning September 1, 2020 through the date of this notice, calculated as follows:

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

<input type="checkbox"/>	September 2020	<p>\$ _____ Total Unpaid Charges due in September 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for September 2020.</p>
<input type="checkbox"/>	October 2020	<p>\$ _____ Total Unpaid Charges due in October 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for October 2020.</p>
<input type="checkbox"/>	November 2020	<p>\$ _____ Total Unpaid Charges due in November 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for November 2020.</p>
<input type="checkbox"/>	December 2020	<p>\$ _____ Total Unpaid Charges due in December 2020 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for December 2020.</p>
<input type="checkbox"/>	January 2021	<p>\$ _____ Total Unpaid Charges due in January 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for January 2021.</p>



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<input type="checkbox"/>	February 2021	<p>\$_____ Total Unpaid Charges due in February 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for February 2021.</p>
<input type="checkbox"/>	March 2021	<p>\$_____ Total Unpaid Charges due in March 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for March 2021.</p>
<input type="checkbox"/>	April 2021	<p>\$_____ Total Unpaid Charges due in April 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for April 2021.</p>
<input type="checkbox"/>	May 2021	<p>\$_____ Total Unpaid Charges due in May 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for May 2021.</p>
<input type="checkbox"/>	June 2021	<p>\$_____ Total Unpaid Charges due in June 2021 (other than rent). See <u>attached</u> Itemized Statement of Charges for details.</p> <p><input type="checkbox"/> Declaration of COVID-19-Related Financial Distress (and documentation, if required) previously submitted for June 2021.</p>

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 below 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 within 15 days. Be advised that no later than June 30, 2021 you must pay 25% of the total sum for all periods for which you have provided a declaration (and documentation if required) or your landlord may, on or after July 1, 2021, file an unlawful detainer against you for nonpayment of those charges.

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 THIRTY (30) CALENDAR DAYS 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 September 1, 2020, however, any amounts you may owe prior to September 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

[continued on next page]



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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, 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 June 30, 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 June 30, 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 June 30, 2021.

If you were unable to pay any of the rental payments that came due between September 1, 2020, and June 30, 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 June 30, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September 2020 through June 2021.

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.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

[continued on next page]



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.

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

Date



DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS (Payment Due September 1, 2020-June 30, 2021)

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]

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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)

