

## 30-DAY NOTICE TO VACATE

From Tenant

**NOTE:** This form is used by a tenant when the tenant occupies the property under a month-to-month rental agreement or occupancy with rent paid under an expired lease agreement, and is vacating the premises, to notify the property manager or landlord the tenant will vacate within 30 days.

**Date:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

**To Landlord:** \_\_\_\_\_

*Items left blank or unchecked are not applicable.*

**FACTS:**

1. I am a Tenant under a rental agreement or expired lease agreement

1.1 dated \_\_\_\_\_, at \_\_\_\_\_, California,

1.2 entered into by \_\_\_\_\_, as the Tenant,  
and \_\_\_\_\_, as the Landlord,

1.3 regarding real estate referred to as \_\_\_\_\_.

**NOTICE:**

2. Within thirty (30) days after service of this notice, I will vacate and deliver possession of the premises to Landlord or \_\_\_\_\_.

3. This notice is intended as a 30-day Notice to terminate my month-to-month tenancy.

4. I understand:

4.1 I will owe pro rated daily rent for any days in the 30-day period I have not prepaid rent.

4.2 I have previously given Landlord a security deposit of \$\_\_\_\_\_.

a. I acknowledge, if I am a residential tenant, that I have the right to request and be present for an inspection of the premises to be conducted within two weeks of expiration of this notice to vacate for the purposes of Landlord providing me with an itemized statement of deductible charges for repairs and cleaning to allow me the opportunity to remedy these deficiencies and avoid a deduction from my security deposit. [Calif. Civil Code §1950.5(f)(1)]

b. Within 21 days after I vacate, Landlord will furnish me a written statement and explanation of any deductions from the deposit, and a refund of the remaining amount. [Calif. Civil Code §1950.5(g)(1)]

4.3 Landlord may deduct only those amounts necessary to:

a. reimburse for Tenant defaults in rental payments;

b. repair damages to the premises caused by Tenant (ordinary wear and tear excluded);

c. clean the premises, if necessary;

d. reimburse for loss, damage or excessive wear and tear on furnishings provided to Tenant.

4.4 Landlord may show the premises to prospective tenants during normal business hours by first giving you written notice at least 24 hours in advance of entry. The notice will be given to you in person, by leaving a copy with an occupant of suitable age and discretion, or by leaving the notice on or under your entry door.

5. The reason for termination is \_\_\_\_\_.

6. I have served this notice on Landlord or Manager  personally, or  by certified or registered mail.

**This statement is true and correct.**

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**For Landlord/Agent's use:**

Date Received: \_\_\_\_\_