

# THIRTY DAY NOTICE OF RESIDENT(S) INTENT TO VACATE

TO: \_\_\_\_\_ (Owner/Agent)

You are hereby given notice that \_\_\_\_\_ (Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)

\_\_\_\_\_, CA \_\_\_\_\_,  
(City) (Zip)

as of \_\_\_\_\_ (date).

It is understood as follows:

- a. that a Thirty Day Notice of Intent to Vacate is required by Section 1946 of California Civil Code for month-to-month tenancies;
- b. for a Resident on a fixed-term lease, a Thirty Day Notice of Intent to Vacate does not release Resident from any obligation of the lease, including payment to the end of the lease term;
- b. Resident's possession of the unit remains in effect until all belongings are removed and all keys returned; and
- c. except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after service of this notice to Owner/Agent, whichever is later.
- d. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.

The Resident's reason(s) for terminating the Rental Agreement is as follows: *(optional)*

\_\_\_\_\_  
\_\_\_\_\_

FORWARDING ADDRESS: \_\_\_\_\_

NEW PHONE NUMBER: \_\_\_\_\_

## NOTICE OF RIGHT TO INITIAL INSPECTION:

I understand that I have the right to request an initial inspection of my unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. I also understand that at this initial inspection, the Owner/Agent will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. I understand, however, that this may not be a final accounting of deductions from my security deposit. I understand that no later than three weeks (21 days) after Owner/Agent has regained possession of the premises, Owner/Agent shall provide me with an itemized statement, indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of such security deposit to Resident.

*(check only one option below)*

- I decline the initial inspection.  
 I request the initial inspection of my unit, and I wish to be present.  
 I request the initial inspection of my unit, but I will not be present.

Contact me to arrange for the inspection. \_\_\_\_\_ (phone)

*(if requesting initial inspection, check only one option below)*

- I waive my right to 48 hour notice by the Owner/Agent prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1)  
 I want Owner/Agent to provide 48 hour notice prior to his/her entry of the unit to perform the initial inspection

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident**

## OWNER ACKNOWLEDGEMENT ON REVERSE



# OWNER/AGENT ACKNOWLEDGEMENT OF RESIDENT(S) THIRTY DAY NOTICE OF INTENT TO VACATE

1. Receipt of Resident(s) Thirty Day Notice of Intent to Vacate the above unit, effective \_\_\_\_\_ (date), is acknowledged.
2. Your tenancy will be terminated as of \_\_\_\_\_ (date).
3. Please note that you cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.
4. Rent must still be paid in advance on the normal rental date, prorated to the end of the tenancy as follows:  
From \_\_\_\_\_ (date), to \_\_\_\_\_ (date),  
for \_\_\_\_\_ days at \$ \_\_\_\_\_ per day, for a total of \$ \_\_\_\_\_.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Owner/Agent*

