



NOTICE OF TERMINATION OF TENANCY

(C.A.R. Form NTT, Revised 6/20)

To: \_\_\_\_\_ ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) \_\_\_\_\_
\_\_\_\_\_ (Unit/Apartment #) \_\_\_\_\_
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises").

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

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.

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 or tenancy is exempt from the TPA or 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 TPA and the laws where the property is located prior to serving this notice.

PROPERTIES OR TENANCIES COVERED BY THE TPA:

1. Your tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on \_\_\_\_\_ (whichever is later), for the following reason:

- A. 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 \_\_\_\_\_).
B. Owner intends to withdraw the Premises from the rental market.
C. Owner intends to demolish or substantially remodel the Premises.
D. 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.

Whether 1A, 1B, 1C or 1D 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, 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 1D.

2. 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.



**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.

3.  Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later).
4.  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 5.**  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 6.**  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:**
- A. Landlord has entered into a contract to sell the Premises to a natural person(s);
  - B. **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
  - C. **AND** Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
  - D. **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
  - E. **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
  - F. **AND** Tenant has not previously been given a notice of termination of tenancy.

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.

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.

**IMPORTANT NOTES:** Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, 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.

**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.

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

Landlord (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



**DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)

In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

**To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.**

- A.  **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**  
 **Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**  
 **Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**  
 **Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

(Keep a copy for your records)

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