



NOTICE TO CURE OR PERFORM COVENANT OR QUIT

(C.A.R. Form PCQ, 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").

Other notice address if different from Premises above: \_\_\_\_\_

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 servicing this notice.

PROPERTIES OR TENANCIES COVERED BY THE TPA:

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

- 1. Sign the previously provided, or if checked, attached written extension or renewal of your lease...
2. Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs...
3. Pay the required monetary obligation, which is past due, for obligation other than rent...

(i) Past Due Amount: \$ \_\_\_\_\_ required by \_\_\_\_\_
\$ \_\_\_\_\_ required by \_\_\_\_\_
\$ \_\_\_\_\_ required by \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

(ii) If applicable, check, money order, draft or instrument, shall be made payable to: \_\_\_\_\_

(iii) Payment shall be delivered to: \_\_\_\_\_ (specific individual)
whose phone number is \_\_\_\_\_, at \_\_\_\_\_ (Address)

(iv) Payment may be delivered in person between the hours of \_\_\_\_\_ on the following days: \_\_\_\_\_

- 4. Perform the following covenant or cure the following breach of your rental agreement: \_\_\_\_\_

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174).



**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 2019 before selecting any of the options below.

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice, unless a longer time is specified in paragraph 7, you are required to comply with the following or vacate the Premises and surrender possession. If you do not do so, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174):

- 5.  Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code.
  - 6.  Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows:
    - (i) Past Due Amount: \$ \_\_\_\_\_ required by \_\_\_\_\_
    - \$ \_\_\_\_\_ required by \_\_\_\_\_
    - \$ \_\_\_\_\_ required by \_\_\_\_\_Total Due: \$ \_\_\_\_\_
  - (ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** \_\_\_\_\_
  - (iii) Rent shall be **delivered to:** \_\_\_\_\_ (specific individual)  
whose phone number is \_\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_\_ (Address)
  - (iv)  Rent may be delivered in person between the hours of \_\_\_\_\_ on the following days: \_\_\_\_\_.
7.  Perform the following covenant or cure the following breach of your rental agreement within the time specified above ( or \_\_\_\_ Days, which must be at least 3, excluding Saturdays, Sundays, and other judicial holidays): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**NOTICE:** Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

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

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

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

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

**8. 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.

- 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.

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)

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Reviewed by \_\_\_\_\_



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