



NOTICE OF CHANGE IN TERMS OF TENANCY (C.A.R. Form CTT, Revised 12/19)

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

Note to Landlord: This form is intended to be used when the property is NOT subject to rent increase cap or just cause eviction control under any state or local law.

Under state law, the three main exemptions from rent increase caps and just cause eviction control 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 and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving this or any notice if (1) Landlord knows that the property is subject to a state or local rent increase cap or just cause eviction law or (2) Landlord is uncertain whether the exemptions identified in this paragraph apply to the property. Local rent control or just cause eviction control may impose additional restrictions.

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on _____, whichever is later.

All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ _____ per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. [] Rent Cap and Just Cause Addendum (C.A.R. form RCJC) is attached and incorporated into the Lease.

34. Other: _____

Landlord _____ Date _____ (Owner or Agent)

Landlord _____ Date _____ (Owner or Agent)

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant _____ Date _____

Tenant _____ Date _____



45. 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).

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 and A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. **Service by first class mail (for changes to rent only).** A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above.

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

Substituted service (for changes to lease other than rent). 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, **by first class mail, postage prepaid,** 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 (for changes to lease other than rent). A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, **by first class mail, postage prepaid,** to the Tenant at the Premises.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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Reviewed by _____ Date _____

