

# THREE-DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT

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**TO:**

*All Residents (tenants and subtenants) in possession and all others in possession of the premises (full names)*

of the premises known as

Unit # (if applicable), in the city , State of CA, Zip:

**The Rental Agreement condition(s) and/or covenants detailed below are being breached as follows:**

1. Condition(s) and/or covenant(s) breached:

2. Specific facts of breach(es) and/or violation(s):

**WITHIN THREE (3) DAYS** after the service of this notice, you are hereby required to perform or otherwise comply with the above-mentioned condition and/or covenant or QUIT AND DELIVER UP THE POSSESSION OF THE PREMISES.

**YOU ARE FURTHER NOTIFIED** that the Owner hereby elects to declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises. If you fail to perform or otherwise comply, Owner will institute legal proceedings to recover rent and possession of said premises which could result in a judgment against you and all other residents in possession including attorneys' fees and court costs as allowed by law, plus Owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention.

As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Dated:

Name:

*Landlord or Landlord's Duly Authorized Agent*

# THREE-DAY NOTICE TO PERFORM CONDITIONS AND/OR COVENANTS OR QUIT (INSTRUCTIONS)

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## **Purpose:**

1. The "Three-Day Notice to Perform Conditions and/or Covenants or Quit" form is prepared and served to a Resident who is violating one or more terms of the Rental Agreement/Lease. This Notice informs the Resident that he/she must either cure the violation within three days or surrender possession.
2. The violation must be curable. (Common violations are pets, house rules, additional Residents.)
3. If the condition is not cured within the time to comply, an Unlawful Detainer action can be filed in Court. In counting three-day period, do not count the first day. If the third day is a Saturday, Sunday, or legal holiday, the Resident must be given one additional business day to comply with the Notice. If Service was made by posting and mailing, some Courts require additional time.

## **Preparation of the Form:**

1. Be sure to fill out the form completely and correctly in spaces provided.
2. Enter the Rental Agreement/Lease condition and/or covenant that was violated.
3. Be very specific as to the violation.

## **Copies:**

1. A minimum of three copies are required: one copy for the Resident, the original for the Court, and one copy for your file.
2. More copies will be needed if there is more than one occupant or if you serve by "substituted service" and "mail," or "post and mail."
3. Serve legible copies and maintain the original for possible court action.

## **Service of Notice:**

This notice must be served on each Resident in accordance with the **Declaration of Service of Notice to Resident** form, CAA Form #6.0.

## **Initial Inspection:**

AB 1384 (effective January 1, 2004) clarified that the Owner/Agent is not required to provide a Resident with a notice of the Resident's right to an initial inspection when the Owner/Agent serves a Three-Day Notice. If the tenancy terminates pursuant to the Three-Day Notice, the Owner/Agent is not required to provide an inspection even if it is requested by the Resident (Civil Code Section 1950.5(f)).

## **Preparation of the Form:**

1. To protect yourself and strengthen your case, if possible, have one or more independent witnesses to the violation. You may need their testimony in court.
2. Keep notes and records pertaining to dates and time of violation. Pictures of the violation can also be of great value.
3. Use the form sparingly, only for serious or obvious violations. Proving your case in Court can be difficult and expensive. If the Owner loses in Court, the situation with the Resident may become even more difficult.
4. For a NON-CURABLE violation, use the "Three-Day Notice to Quit for Breach of Covenant." Common examples include subletting and serious nuisance. Because of the potential problems involved in a contested case, it is recommended that you consult and use the services of an attorney if you want to evict using this method.
5. This form has been prepared for Landlords represented by Rentals In SF. Rentals In SF, however, does not make any representation or warranty about the legal sufficiency or effect of this form. Please consult an attorney if you need assistance in filling out and serving this form, or to determine if this form is appropriate for your particular situation.