

**CALIFORNIA THREE (3) DAY NOTICE TO  
PERFORM COVENANTS OR VACATE**

TO TENANT(S): \_\_\_\_\_  
AND ANY AND ALL OTHER OCCUPANTS IN POSSESSION OF THE PREMISES LOCATED  
AT: \_\_\_\_\_  
\_\_\_\_\_ City: \_\_\_\_\_, State: California, Zip Code: \_\_\_\_\_

PLEASE TAKE NOTICE that you or others in possession of the premises have violated the rules or policies of the premises or failed to perform the covenants of your lease agreement in the following manner:

- Damage to the Premises (Interior or Exterior).
- Causing Health or Safety Issues.
- Occupants Living at the Premises Who are Not on the Lease.
- Interferes with Peace and Enjoyment of Other Tenants and the Landlord.
- Unauthorized Pets.
- Subletting or Assignment of Rental Premises to a Third Party.
- Unreasonably Refusing to Allow Landlord Access to the Rental Property.
- Maintaining, Committing, or Permitting a Nuisance.
- Other Rule or Lease Violation: \_\_\_\_\_

Total Balance Due: \$\_\_\_\_\_. Any payments accepted on or after the date of this notice shall not waive this notice or any subsequent eviction, nor shall it create or reinstate tenancy.

If the Tenant has continuously and lawfully occupied the premises for twelve (12) months, the Landlord of the residential property shall not terminate the tenancy without at fault just cause.

Please take notice that you and all other occupants must adequately remedy the lease violations noted above or you must move out and deliver possession of the premises to the undersigned Landlord within three (3) days, on \_\_\_\_\_.

If you and all other occupants do not comply or fail to move out and deliver possession of the premises by the termination date specified above, legal action may be taken to

evict you from the premises and to recover all unpaid rent, costs for damages to the premises, if any, and any other remedies available under California law.

**THIS NOTICE IS IN ACCORDANCE WITH CA CIV PRO CODE § 1161.3.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*(Signature of Landlord)*

\_\_\_\_\_  
*(Landlord's Printed Name)*

\_\_\_\_\_  
*(Landlord's Address, City, State, Zip Code)*

\_\_\_\_\_  
*(Landlord's Telephone Number)*

**DECLARATION OF SERVICE OF  
NOTICE TO PERFORM COVENANTS OR VACATE**

I, \_\_\_\_\_, declare:

1. I am now, and at all times mentioned herein, a citizen of the United States, resident of the State of \_\_\_\_\_, over the age of eighteen years. I make this declaration based on my own personal knowledge. I am competent to testify to the matters herein.

2. On \_\_\_\_\_, 20\_\_\_\_, at approximately \_\_\_\_\_ am/pm, I served a Notice to Perform Covenants or Vacate to the Premises located at:

\_\_\_\_\_, in \_\_\_\_\_ County, California, by:

- a) personally handing a true and correct copy to \_\_\_\_\_, tenant under the Lease, (hereinafter the "Tenant"); **OR**
- b) personally handing a true and correct copy to \_\_\_\_\_, a person of suitable age and discretion who was then resident therein, accepting same on behalf of Tenant, and mailing a copy addressed to the Tenant; **OR**
- c) posting a copy of the Notice to Perform Covenants or Vacate in a conspicuous location at the premises, there being no one of suitable age and discretion located on the premises, and mailing a copy addressed to the Tenant.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the city of \_\_\_\_\_, California.

\_\_\_\_\_, Declarant  
\_\_\_\_\_