

THREE-DAY NOTICE TO PAY RENT OR QUIT

TO:

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

located at

Street Address

Unit #

, San Francisco, CA

Zip Code

WITHIN THREE DAYS after the service on you of this Notice, you are hereby required to make payment

PAYABLE TO:

Owner/Agent

the rent for the premises

amounting to the total sum of:

dollars, \$, calculated as follows:

\$ for the rental period from through

\$ for the rental period from through

\$ for the rental period from through

OR QUIT AND DELIVER THE POSSESSION OF THE PREMISES.

If you fail to perform or otherwise comply, Owner/Agent declares the forfeiture of your Rental/Lease Agreement and will institute legal proceedings to obtain possession. Such proceedings could result in a judgment against you, which may include attorneys' fees and court costs as allowed by law, and an additional punitive award of six hundred dollars (\$600) in accordance with California law. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency. This Three-Day Notice to Pay Rent or Quit supersedes all previous Three-Day Notices to Pay Rent or Quit, if any. Payment must be made to Owner/Agent at the following address:

Telephone number for above address:

Payments made in person may be delivered to Owner/Agent between the hours of and on the following days of the week:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

Acceptable methods of payment: Personal Check, Cashier's Check, Money Order, or Cash

Advice regarding this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, 25 Van Ness Avenue, Suite 320, (415) 252-4600.

Dated:

Name:

Landlord or Landlord's Duly Authorized Agent

THREE-DAY NOTICE TO PAY RENT OR QUIT (INSTRUCTIONS)

Follow these instructions carefully.

If you incorrectly fill out the Three-Day Notice to Pay Rent or Quit, you may invalidate it.

General:

1. A Three-Day Notice to Pay Rent or Quit should be served on a Resident once the rent is past due. This document must be filled out correctly as it will become part of the Court's records. If it is necessary to go to Court to seek an eviction, an improperly filled out form will most likely cause the case to be dismissed.
2. If the rent falls due on Saturday, Sunday or a holiday, the law extends the time of payment through the next business day. The rent is not legally due except on a regular business day. The Resident is not in default until the day after the rent is due. Service of the Three-Day Notice prior to default is invalid.

Preparation of the Form:

1. Resident Name(s)

List the names of all the persons named in the rental agreement in the same manner that they are given on the rental agreement. List all other adult persons residing in the unit. List complete names and aliases (also known as, aka). If names are not known, add "and all John Does in Possession." If only a part of a name is known, list the part known. (The Marshal needs to know the names of the people being evicted.)

2. Property Address

Be certain the address is correct. If incorrect, you will most likely not be able to evict until you serve a correct Three-Day Notice.

3. Name of Owner/Agent

List the name of the Owner or Agent.

4. Total Amount Due

- a) Fill in the *total sum* line to indicate the total amount of rent due. The amount of rent due is to be completed in the same manner as it would be written on a check; for example: Five Hundred Sixty-Two and 50/100 dollars (\$562.50).
- b) The amount due must only include rent; it must not include any charges or fees such as a late charge, charge for processing bad checks, or security deposit.

5. Breakdown

- a) The three lines following are for the amount due for each period of time for which rent has not been paid. Indicate the beginning date and ending date of each rental period. **It is critical that you put the correct ending date of the period** (i.e., September 30, **NOT** September 31). For example: \$400 rent is due on Feb. 1, 2003, and has not been received. Show on the notice as follows: \$400 for the rental period from February 1, 2003 through February 28, 2003.
- b) **Partial Rent Payments: Always apply any partial payments to the oldest outstanding amount due.** If a partial payment was accepted, but the balance not paid, show the remaining amount that is due for the rental period. Example: If rent is \$400.00 per month is due in advance on the first, and \$200.00 was paid for January, and February rent is now delinquent, show as follows:
 - \$200 for the rental period from January 1, 2003 through January 31, 2003.
 - \$400 for the rental period from February 1, 2003 through February 28, 2003.
- c) Be certain the amount is correct. The unlawful detainer will fail if the amount stated due on the Three-Day Notice is more than the amount that is proven due in Court.

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6. Payment Address

Specify the address where rent payments should be delivered (e.g., "123 Main Street, Unit 4, Sacramento, CA 95814" or "P.O. Box 1234, San Francisco, CA 94101"). Indicate the telephone number for the Owner or Agent at the specified location where payments are to be made. If you accept payments in person, indicate the hours and days the Owner or Agent is available to accept them.

Keep in mind that, according to California law, Residents have three full days to make payment after a Pay or Quit notice is served. If a Resident attempts to make payment on the third day after office hours, be sure to accept the payment since that is still within the three-day period.

If you do not accept payments in person, put "N/A" in the time spaces. If you do not allow for personal delivery of rent payments, then rent is deemed received by the Owner/Agent, if the Resident can show proof of mailing.

7. Cash Payments

As of January 1, 2005, you may not demand cash as the exclusive method of payment, unless the Resident has previously attempted to pay with a check drawn on insufficient funds or has instructed the drawee to stop payment on a check or other instrument. If you choose to demand cash under these circumstances, you must provide a written notice, and the rental agreement must allow the cash demand. You may demand cash for up to 3 months. See CAA Rental/Lease Agreement (Forms 2.0 and 2.1); Change of Terms of Tenancy: Cash Payments (Form 5.3); and Notice of Cash Demand (Form 33). For more information, see CAA Issue Insight "Cash Only Payments."

8. 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)).

Copies:

- a) A minimum of three copies are required: one copy for the Resident, the original for the Court, and one copy for your file.
- b) 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."
- c) Serve legible copies and maintain the original for possible court action.

7. 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.

8. Pitfalls

- a) In an Unlawful Detainer, you cannot ask for rent owed more than one year prior to the action.
- b) Review your records. Your rental receipt should show the "oldest rent" is paid first. Evidence Code 8-3 gives a presumption rent is paid to date of the receipt. If records are in a mess, get together with the Resident to resolve the correct amount due before filing a Three-Day Notice to Pay Rent or Quit.
- c) If you have already served a Thirty-Day Notice of Termination of Tenancy, and you serve a Three-Day Notice for rent for any period beyond the Thirty-Day Notice, you may have waived the Thirty-Day Notice.
- d) If rent payment is normally received by mail, then most courts will allow the Resident to comply with the Three-Day Notice via mail as well.

9. Disclaimer

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.