

# **Landlord.com's eGuide Series "Winning at Eviction"**

**Price \$ 6.95**

## **HOW TO PROPERLY PREPARE A 3 DAY NOTICE TO PAY RENT OR QUIT**

© Copyright 2000-2001 by Landlord.com. All rights reserved. Printed in U.S.A. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without written permission from the publisher.

This guide is designed to provide basic and practical general information regarding the eviction notice process. It should not be used as a substitute for obtaining legal advice or service regarding your specific case. The publisher of these forms and documents will not accept liability or any financial loss or damage in connection with the use of these forms and documents. The publisher does not warrant or represent that this publication contains information sufficient to deal with your particular situation.

## **HOW TO PROPERLY PREPARE A THREE DAY NOTICE TO PAY RENT OR QUIT**

Four legal requirements in California for a Three Day Pay or Quit Notice are:

1. Must be in writing.
2. Must be in the alternative.
3. Must reasonably describe the property.
4. Must state the rent due.

### **Must be in Writing: Selecting the Notice Form**

Landlords who are members of the California Apartment Association or local apartment association, have available to them various legal forms such as a Three Day Pay or Quit, Thirty Day Notice and so forth. Non member landlords can purchase form notices at stationary or office supply stores or they may use the accompanying notice form.

### **Must be in the Alternative**

Do not pick just any form. The notice must be in the alternative, allowing the tenant to pay or vacate within three days. The words "Pay or Quit" must be stated within the notice.

### **Describing the Rental Property**

It seems simple enough to write the tenant's address on the notice; however, be careful to accurately spell the names and address. If you are not sure if its an Avenue, Street, or Drive, etc., then do not guess, look it up. Always include the city and state, and do not forget to include any apartment number.

### **Describing the Rent Owed**

This is the single most important notice requirement, and the one mistake most frequently made by landlords. Landlords think and act in practical ways. If the tenant's rent comes due and there are other amounts due for late charges, utilities, etc., landlords include these amounts along with the rent on the notice. Wrong! You can only state the precise amount of rent due, nothing else. If this error is not discovered before an eviction action is filed in court, you may have to start all over again.

Although not a legal requirement, you should state the rental period along with when the rent is due. For example: if the rent is due on the first of the month, list the month, day and year the rent is owed, and the last day of the rental period (i.e., August 1, 1988 through August 31, 1988). Or if the rent is due on the fifteenth of the month, you would write the period as August 15, 1988 through September 14, 1988. Landlords get into trouble when they try to either prorate the rent through the three day notice period or start the rent date after any grace period.

### **Rent controlled cities often have additional requirements**

If your rental property is under rent or eviction control, you may have to comply with that particular city ordinance's notice requirements. In San Francisco, for example, a rent board advisement statement must be written on each and every notice when the property is subject to the rent control ordinance. That statement is "Advice regarding this notice is available at the San Francisco Residential Rent Stabilization and Arbitration Board." In

other rent controlled cities, such as Berkeley, a copy of the notice must be mailed to the rent control board. Other cities may not have any such additional requirements. You should check to see if (1), your property is subject to rent control and (2), if so, what are the requirements.

## OTHER PRACTICES

### **Include Each and Every Adult Occupant's Name on the Notice**

Although not a legal requirement in California, you should specifically name each adult living at the premises. Be specific and use the tenants' first, middle and last name. This includes the original tenant and any occupant, who for his own use of the premises, has paid rent to the landlord or who is living there with permission or consent of the landlord. If you do not name all adult occupants you could be leaving the door wide open to an occupant stalling the eviction by claiming a right to possession of the premises. This claim will cause delay and additional legal expense.

### **Tenant Aliases or Unknown Names**

Sometimes tenants either change their names or have nick names, or they are operating under a business name. In these cases, you should list both the name as it appears on the rental agreement and the alias. For example. Martha Washington aka Martha Johnson or John Wayne dba Wayne Movie Productions. "aka" stands for "also known as," and "dba" stands for "doing business as." When you do not know the occupant's name for any reason, talk to the person and ask him his name, talk to neighbors, or check the mailbox for any part of the name. That failing,

you may use a "fictitious" name on the notice: John Doe for a male occupant and Jane Doe for a female occupant.

## **Dating and Signing the Notice**

Legally not required in California, however, you should follow the notice format. Almost all notices have a blank space for the preparation date and preparer's signature. The key point here is that this is not the date you serve the notice, but the date you prepare it.

While on the subject of notice preparation, tenants have until midnight the day rent is due to pay the rent. If the due date lands on a non-business day such as Saturday or a holiday, the tenant has until the end of the next business day to pay. So do not prepare or serve the notice until after the correct date.

The notice can be prepared and signed by either the owner or an agent who is at least 18 years of age. The signor may be the landlord's attorney, Realtor, resident or assistant manager. The preparer of the notice must sign where the notice format requires

## **Writing Comments on the Notice**

A strong urge comes over some landlords to write comments to the tenant on the notice: "You owe late charges of \$86.00," "Please stop parking your car in the fire lane," or "My boss says you can make partial payments." Reject that urge! The three day notice is based on statute, changed over the years by case law and honed over that period by lawyers. You should neither change, even in the most innocuous way, nor change or add to the content of the notice unless you have been advised otherwise by your legal counsel. Your worst enemy at this

stage is a busy pen!

### **Habitual Late Rent Payers**

If you have been putting up with a late payer for a number of months, you should, after collecting the rent, either prepare a letter or use the rent receipt and inform the tenant that their rent is due on the first of each and every month, and your acceptance of late rent does not in any way change the terms or conditions of that provision of the rental agreement. Also, if you have collected rent late in the recent past, prepare the tenant's three day pay or quit notice after the date the tenant usually pays. By doing so, you should be able to avoid the tenant's in court argument that by your course of dealing, you changed the due date as set forth in the rental agreement.

# THREE (3) DAY NOTICE TO PAY RENT OR QUIT

TO: \_\_\_\_\_  
\_\_\_\_\_

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING,  
BUT NOT LIMITED TO, DOES 1 THROUGH 10, INCLUSIVE.

Address of Premises:

\_\_\_\_\_, Apt. No. \_\_\_\_\_  
\_\_\_\_\_, California, \_\_\_\_\_

Pursuant to Section 1161(2) of the California Code of Civil Procedure NOTICE IS HEREBY GIVEN that within THREE (3) DAYS after service of this notice upon you, you are required to deliver up possession of the above described premises to the undersigned or agent or pay the total sum of \$ \_\_\_\_\_ to the undersigned or agent of the premises.

The sum you are required to pay is for the rent due and unpaid as follows;

\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_

Unless you have paid the full amount enumerated above or vacated and delivered possession of the premises within THREE (3) DAYS after service of this notice on you, an action in UNLAWFUL DETAINER will be instituted against you to recover possession of the premises and to have the rental agreement under which you hold the premises forfeited and to recover rents and statutory penalties together with court costs and attorney fees.

DATED: \_\_\_\_\_ OWNER/AGENT: \_\_\_\_\_  
(Signature)

# HOW TO ORDER MORE KITS AND ARTICLES FROM LANDLORD.COM

**Just visit Landlord.com, the most popular landlord/rental web site on the Internet and click "Store." Here's a partial list of the other valuable articles and kits available;**

## **Effective Rent Collection Techniques**

This report gives you some little known secrets for getting your money. If you thought there was no way to get your money back from a dead beat tenant... think again.

## **Using the Gross Monthly Rent Multiplier**

Price includes \$4.00 shipping and handling. Learn the "magic" formulas to figure in seconds how much to pay for a property, how much rent to charge, and how well the rent you now charge compares with a profitable rent. Includes complete instructions and examples.

## **The Keys to Keeping Tenants Happy**

The cost of acquiring a new tenant is usually greater than knowing how to keep a good one. Here are some great tips and techniques that will keep your good tenants renting for years and years.

## **Evictions — How to Win (or Lose) One**

Price includes \$4.00 shipping and handling. Landlords commonly do one or more of 16 things to lose an eviction. That means a bad tenant—one who doesn't pay the rent, who trashes the place and who is a bad neighbor—gets to stay, often rent free! In this manual you will learn what those 16 mistakes are and how to turn them around so you can WIN the eviction, so you get rid of the bad tenant.

## **Sheriff's Eviction Kit (CA Edition)**

You are in an unlawful detainer (eviction action filed in court). Your attorney tells you to "get ready for the Sheriff/Marshall." Now what? Clearly "Sheriff's Eviction Kit" is the most comprehensive information available regarding what landlords and manager can do before the Sheriff arrives, while at the Sheriff's appointment and what to do afterwards. ·How to determine if the premises are vacated ·How to meet with the Sheriff ·Understanding the process ·Getting the best value from a locksmith ·Knowing the limited legal maneuvers remaining to the tenant ·How to fight and oppose the tenant legal maneuvers ·How many days the tenant has to retrieve his personal property ·What to do if the tenant abandons valuable ·What to do if the tenant leaves behind a pet or other animal. This kit is used by several eviction attorneys and is now available to the public. It contains all of the ins and outs of dealing with the Sheriff eviction process and nearly departed tenants.

## **What You Don't Know About Housing Discrimination Can Hurt You**

Are you familiar with the housing discrimination laws? If you aren't, it can cost you plenty. In this report, you learn the basics of what you can and can not say, ask, and do that leads to discrimination. If you own rental properties and are unsure of the laws... you need this little

primer to make sure you are complying with the laws.

## **Avoiding the Tenant from Hell**

Price includes \$3.00 shipping and handling. Step-by-step instructions for selecting good tenants legally and avoiding Fair Housing complaints. Effective ad writing, interviewing techniques, rental policies and standards, credit reports, and lots more!

## **Mastering Your Lease or Rental Agreement (Avoiding the Pitfalls and Understanding Leases and Rental Agreements)**

Everything you wanted to know about leases and rental agreements. Most all common provisions and paragraphs from "time is of the essence" to "jointly and severally" are explained in laymen's terms. Find out what you should and should not have in your lease or rental agreement, how to limit number of occupants by allowing only signatories occupancy. Make all tenants responsible even if one moves out early. Stop late rent payment with an enforceable late charge provision. Too much to state in this short space.

## **Eviction Notice as a Foundation To a Success Tenant Eviction**

Simply our most popular article. Thousands have read and benefit from it. This article deals with the role of the eviction notice in unlawful detainer actions in California, their effect, and methods by which they can be served. The principles involved apply with equal force to all states, although details, such as the length of notice and some methods of service, may differ. Unlawful detainer proceedings are not civil actions. The Superior Court judge does not have the inherent power to conduct an unlawful detainer proceeding. His plenary jurisdiction extends to civil actions only. Unlawful detainer is a creature of the unlawful detainer statutes, and the Superior Court's jurisdiction to conduct a special proceeding to invoke the remedies provided there is conferred by service upon the relevant parties of notices prescribed by the statutes conferred only by strict compliance with the requirements of the statutes. Near compliance is not good enough. There are but two exceptions to the notice requirement, and they are 1. Actions to remove a tenant after the expiration of a fixed term lease; and 2. Actions to remove a terminated employee occupying realty as an incident to his employment. Since the credible threat of eviction is the only real lever the landlord has to effect compliance with the rental

**More Interesting Articles and Kits Can Be Found at Landlord.com**