



### THREE-DAY NOTICE TO PAY RENT OR QUIT

TO \_\_\_\_\_ Tenants, Subtenants, Occupants in Possession  
of the premises commonly known as \_\_\_\_\_,  
City of \_\_\_\_\_, County of \_\_\_\_\_, State of California.

NOTICE IS HEREBY GIVEN that under the lease or rental agreement by which you hold possession of the above  
described premises, there is now due and unpaid rent in the total sum of \$ \_\_\_\_\_ ( \_\_\_\_\_  
dollars), which represents the rent due for the months of:

\$ \_\_\_\_\_ Due From \_\_\_\_\_ (Date), To \_\_\_\_\_ (Date).  
\$ \_\_\_\_\_ Due From \_\_\_\_\_ (Date), To \_\_\_\_\_ (Date).  
\$ \_\_\_\_\_ Due From \_\_\_\_\_ (Date), To \_\_\_\_\_ (Date).

**WITHIN THREE (3) DAYS** after service of this notice, you are required to pay the rent in full, or surrender possession of  
the premises to the undersigned. If you do not, legal proceedings will be commenced against you to recover (a)  
possession of the premises; (b) actual damages, and (c) statutory damages of up to six hundred dollars (\$600.00). The  
rent payment will be made to the Owner or the Owner's authorized agent by mail or personal delivery to the address set  
forth below. Payment by personal delivery may be made (check one):  Monday through Friday, 9:00 a.m. to 5:00 p.m.,  
or  at the following times: \_\_\_\_\_.

You are further notified that Owner elects to declare a forfeiture of your lease or rental agreement under which you hold  
possession of the premises if you fail to pay the amount of rent demanded above.

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

This unit is subject to rent control and the agency responsible to adjudicate a claim is: \_\_\_\_\_

**Owner** \_\_\_\_\_ **Owner's Agent** \_\_\_\_\_  
(Signature) (Signature)

(Please Print Name) (Please Print Name)

Date \_\_\_\_\_ Telephone \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

#### PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above THREE-DAY NOTICE TO PAY RENT  
OR QUIT, of which this is a true copy, on the above named tenant, in the manner indicated below:

- I personally delivered a copy to the tenant at \_\_\_\_\_  
(Address)  
on (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock  a.m.  p.m.
- The tenant was absent from his or her residence and business address. I personally delivered a copy to  
\_\_\_\_\_ a person of suitable age and discretion at tenant's residence or business  
(Name)  
address, on (date) \_\_\_\_\_ at \_\_\_\_\_ o'clock  a.m.  p.m. and mailed a copy addressed  
to the tenant at his or her place of residence.
- There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property  
on (date) \_\_\_\_\_ at \_\_\_\_\_ o'clock  a.m.  p.m. and mailed a copy  
to tenant at the leased premises.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Please Print Name)

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**Section 1161 C.C.P (Unlawful Detainer Defined)**

"A tenant of real property ... is guilty of unlawful detainer ...

When he or she continues in possession, in person or by subtenant, without the permission of his or her landlord, . . . after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, in writing, requiring its payment, stating the amount which is due, the name, telephone number, and address of the person to whom the rent payment shall be made, and, if payment may be made personally, the usual days and hours that person will be available to receive the payment (provided that, if the address does not allow for personal delivery, then it shall be conclusively presumed that upon the mailing of any rent or notice to the owner by the tenant to the name and address provided, the notice or rent is deemed received by the owner on the date posted, if the tenant can show proof of mailing to the name and address provided by the owner), or the number of an account in a financial institution into which the rental payment may be made, and the name and street address of the institution (provided that the institution is located within five miles of the rental property), or if an electronic funds transfer procedure has been previously established, that payment may be made pursuant to that procedure, or possession of the property, shall have been served upon him or her and if there is a subtenant in actual occupation of the premises, also upon such subtenant."

**Section 1162 C.C.P. (Service of Notice)**

"The notices required by sections 1161 and 1161a may be served, either: 1. By delivering a copy to the tenant personally; or, 2. If he be absent from his place of residence, and from his usual place of business, by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the tenant at his place of residence; or 3. If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the tenant at the place where the property is situated. Service upon a subtenant may be made in the same manner."

**Section 1174 C.C.P. (Judgment)**

". . . the judgment shall also declare the forfeiture of that lease or agreement if the notice required by Section 1161 states the election of the landlord to declare the forfeiture thereof, but if that notice does not so state that election, the lease or agreement shall not be forfeited."