



The Power of Our Voices



Preparing and Serving Tenant Notices

Anthony Bordighi, Esq.

CONTENTS

- **Types of Notices**
- **Content of Notices**
- **Serving Notices**
- **Common Mistakes**
- **Eviction Considerations**

TYPES OF NOTICES

- **Pay Rent or Quit**
- **Cure or Quit**
- **30/60 day Notices of Termination**

TYPES OF NOTICES: PAY RENT OR QUIT (NON-HUD)

- **Purpose of the Notice**

- **Requirements:**

- Name of all adult lessees.**

- Full address**

- Amount owed (rent only).**

- Name, address, phone#, days/hours available of PERSON who can accept rent.**

- 3-Day Notice Unless Lease States Otherwise**

- **Verify that the lease does NOT require more than 3 days' notice**

TYPES OF NOTICES: PAY RENT OR QUIT (HUD)

Must Specify:

- **Names of all adult lessees**
- **Full address**
- **Amount owed (rent only)**
- **Expiration date**
- **Name, address, phone #, days/hours available of PERSON who can accept rent**
- **10 Day Hearing Notice**
- **Right to defend action in court**
- **Reasonable accommodation language**

TYPES OF NOTICES:
(HUD) Reasonable Accommodation Language

“If you are a person with disabilities, you have the right to request reasonable accommodations to participate in the hearing process.”

TYPES OF NOTICES

SAMPLES

TYPES OF NOTICES

SAMPLES:

Find the errors - Common Mistakes:

- **Total rent due unclear**
- **No expiration date**
- **Name of PERSON to whom rent can be delivered not listed**
- **Amount owed unclear**
- **10-Day Hearing notice not listed**
- **Right to defend action in court not listed**
- **Reasonable Accommodation language not included.**

TYPES OF NOTICES CURE OR QUIT (NON-HUD)

Must:

- **Reference lease covenant that's being breached**
- **State facts which breach the lease covenant**
- **Specify HOW the tenant can cure the breach**

TYPES OF NOTICES CURE OR QUIT (HUD)

MUST:

- **Reference lease covenant being breached**
- **State facts which breach the lease covenant**
- **Specify how the tenant can cure the breach**
- **Expiration date of the notice**
- **10 day hearing notice**
- **Right to defend in court**
- **Reasonable accommodation language**

TYPES OF NOTICES

SAMPLES

TYPES OF NOTICES

Find the errors - Common Mistakes:

- Lease term not cited
- Cure for breach not clear
- No expiration date
- No reasonable accommodation language



TYPES OF NOTICES:

30-day termination (NON-HUD)

- **For tenancies less than one year**
- **May only terminate lease due to:**
 - **Serious or repeated violations of the terms and conditions of the lease;**
 - **Violation of Federal, State, or Local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or**
 - **Other good cause**
- **Other good cause:**
 - **No set definition**
 - **Requires prior warnings giving tenant notice conduct constitutes good cause**



TYPES OF NOTICES:

30-day termination (NON-HUD)

- **MUST specify:**
 - **Grounds with enough detail to allow preparation of defense**
 - **Lease provisions being breached**
 - **Expiration date**
 - **language re: abandoned property**

TYPES OF NOTICES:

30-day termination (NON-HUD)

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.



Types of notices: 30-day termination (HUD)

- For tenancies less than one year.
- May only terminate lease due to:
 - Material noncompliance;
 - Material failure to carry out obligations under any landlord and tenant act;
 - Criminal activity; or
 - Other good cause
- Other good cause:
 - No set definition
 - Requires prior warnings giving tenant notice conduct constitutes good cause



Types of notices: 30-day termination (HUD)

- MUST specify:
 - Grounds with enough detail to allow preparation of defense.
 - Lease provisions being breached.
 - Expiration date.
 - 10-day hearing notice.
 - Right to defend action in court.
 - Reasonable accommodation language.
 - language re: abandoned property.

SAMPLES



TYPES OF NOTICE

60-day termination (NON-HUD)

- For tenancies more than one year.
- Verify lease and/or jurisdiction does not require just cause;
- If just cause required, same verbiage as 30-day notice.



TYPES OF NOTICES: 60-day termination (HUD)

- For tenancies more than one year.
- May only terminate lease due to:
 - Material noncompliance;
 - Material failure to carry out obligations under any landlord and tenant act;
 - Criminal activity; or
 - Other good cause.
- Other good cause:
 - No set definition.
 - Requires prior warnings giving tenant notice conduct constitutes good cause.

TYPES OF NOTICES:

90-day termination

- For Housing Choice Voucher NO-FAULT evictions
 - Does not apply in jurisdictions requiring just cause (e.g. Los Angeles).
 - VERIFY lease does not require just cause (e.g. Good Cause Rider).
 - Unclear if applicable to just cause evictions (*Wasatch Prop. Mgmt. v. Degrade*, 29 Cal. Rptr. 262, 270 n.4 (Cal. 2005)).

TYPES OF NOTICE:

3-day termination (non-hud)

- For conduct which poses a serious and/or imminent threat to safety of management and/or other tenants.
- Should be reserved for CRIMINAL activity which threatens/harms other tenants or management or causes serious damage to the property.
- Same verbiage as 30-day notice.
- VERIFY lease does not require at least 30-days' notice under all circumstances.

TYPES OF NOTICE:

10-day termination (HUD)

- For conduct which poses a serious and/or imminent threat to safety of management and/or other tenants.
- NOT permitted
- August 2015, Long Beach Brethren Manor, Inc. v. Charles Leverett, Superior Court of California, Appellate Division, Los Angeles County
- HUD Model Lease requires minimum of 30-days' notice for conduct alleged to be material noncompliance with lease terms

SERVICE OF NOTICES

- Personal.
- Post & Mail.
- Substitute.



PERSONAL SERVICE

- MUST first attempt to place notice directly into tenant's hand
- If multiple tenants, need serve only one tenant
- IN ADDITION, HUD Model Lease requires a copy be mailed to the tenant



Post & mail

- Only available after unsuccessful attempt of personal service & no one available to receive notice
- Best Practice: Post notice directly on door, face down, tape all 4 corners and write “From Management” on back (blank) side
- Do NOT slip under apartment door.
- **IN ADDITION**, mail a copy to the tenant



SUBSTITUTE SERVICE

- Only available after unsuccessful attempt of personal service
- Person, other than tenant, who is of “suitable age and discretion.”
- No minimum age.
- Ask for person’s name. Note physical description
- **IN ADDITION**, mail a copy to the tenant



HOUSING CHOICE VOUCHER

- Additional Requirements:
 - Copy of notice **MUST** also be sent to Housing Authority
 - Best Practice: Mail AND e-mail copy of notice. Print out copy of email and place in tenant file
 - If scan/email not available, fax to Housing Authority. Print fax confirmation and place in tenant file

DECLARATION OF SERVICE

- MUST specify:
 - Name(s) of person served
 - Address where served
 - Method of service
 - Date served. If copy was mailed, service date is date when mailing was completed
 - Signed under penalty of perjury

EXPIRATION DATE

Calculating Notice:

- Start counting on day after notice is served.
- Final day must be a business day.
- Weekends & holidays in between are counted.
- Expires at 11:59 PM on final day.

PRACTICE

JULY 2016

SUN	MON	TUE	WED	THU	FRI	SAT
JUNE 26	JUNE 27	JUNE 28	JUNE 29	JUNE 30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

EVICTION CONSIDERATIONS

- Pay or Quit:
 - MUST accept rent during 3/10-day period
 - NOT required to accept partial payment
 - NOT required to accept any payment after 3/10-day period has expired
 - Accepting rent after expiration of 3/10-day period constitutes waiver; cannot evict
- Cure or Quit:
 - Tenant must still pay rent
 - No such thing as “Permanently Perform Covenant or Quit.”



EVICTION CONSIDERATIONS

- 30/60 – Day Termination:
 - Rent is still due.
 - Do NOT accept more rent than actually due; i.e. prorate rent.
 - When in doubt, do NOT accept rent; may result in financial loss to project.
 - Prior write-ups are CRITICAL in winning eviction based on “other good cause.”

Questions?