

THREE DAY NOTICE TO PAY RENT OR QUIT

and Notice of Provisions of the
California Code of Civil Procedure §1161.1
Regarding Acceptance of Payment of Rent)

TO TENANTS:

**TENANTS'S ADDRESS
FOR NOTICES:**

FROM LANDLORD:

NOTICE IS HEREBY GIVEN that pursuant to the Lease by which you hold possession of the above-described premises, the Landlord estimates under C.C.P. §1161.1 that there is now due and unpaid for said premises Rent in the sum of \$_____.

The rent is calculated as follows:

<u>PERIOD</u>	<u>AMOUNT</u>	<u>LATE CHARGE</u>	<u>TOTAL</u>
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TOTAL

WITHIN THREE (3) DAYS after service of this Notice on you, you are hereby required to pay said rent in full or quit said premises and deliver up possession of said premises to the undersigned authorized agent for LANDLORD, who is authorized to receive possession of the same.

If you fail or refuse to pay the sum of \$_____ within the three (3) days described above, LANDLORD will institute legal proceedings against you to recover possession of the premises, along with rents and damages and statutory claims. Your delivery of the premises to the undersigned will not relieve you of your obligations under the Lease until it is terminated, and will not relieve you of your liability for past or future damages caused by our default under the Lease.

You are hereby noticed that the LANDLORD does hereby elect to declare a forfeiture of the Lease under which you hold possession of the premises as provided in Section 1951.2 of the Civil Code

**NOTICE OF PROVISIONS OF CALIFORNIA CODE OF
CIVIL PROCEDURE §1161.1
REGARDING ACCEPTANCE OF PAYMENT OF RENT**

LANDLORD will accept any partial payment of rent made by **TENANT** under subsections 1161.1(b) and (c) of the California Code of Civil Procedure. If **TENANT** makes any partial payment of rent, **LANDLORD'S** acceptance of said payment will not constitute a waiver of any rights, including **LANDLORD'S** right to recover possession of the **PREMISES**. If **TENANT** makes a partial payment of rent after the service of this Notice, **LANDLORD** may accept said partial payment and may file, without further notice or demand, the legal action described in the preceding paragraph. If **TENANT** makes a partial payment of rent after the service of the legal action described in the preceding paragraph, **LANDLORD** may accept said partial payment and may amend the legal action reflecting said partial payment without delaying that action from proceeding.

Dated:

MARY E. MULLIN, Attorney for

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THIS NOTICE SUPERCEDES ANY AND ALL PRIOR NOTICES