

## NOTICE OF TERMINATION

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January 23, 2018

To:  
MYRTIE H CISNEROS

Rental Property:  
2217 Preston Street  
Peabody, CA 66866

**YOU ARE HEREBY NOTIFIED THAT**, under the terms of your tenancy (the "Lease") for the rent and use of the premises listed above now occupied by you:

Your rent for the period from December 09, 2017 to January 09, 2018 is PAST DUE. Accordingly, you owe the following amounts:

Rent past due:	\$900.00
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<b>Total Amount Past Due</b>	<b>\$900.00</b>

**I demand payment in full of the total amount past due on or before January 30, 2018.** UNLESS PAYMENT IS MADE BY SUCH DATE, THE LEASE WILL BE TERMINATED AND YOU MUST VACATE THE PREMISES. You are further notified that unless you pay the total amount past due or vacate the premises by such date, legal action may be initiated against you.

Payment must be made in person at the address below between the hours of 6PM to 9PM, Monday, Tuesday, Friday.

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.

THIS **3 DAY** NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH THE LEASE AND CALIFORNIA CODE OF CIVIL PROCEDURE §1161. NOTHING IN THIS NOTICE IS INTENDED OR SHALL BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER THE LEASE OR UNDER STATE OR FEDERAL LAW.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
January 23, 2018  
Date

Landlord's Contact Information:  
Howard J Dismuke  
4017 Briercliff Road  
Staten Island, NY 10306  
(718) 668-8378

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# GENERAL INSTRUCTIONS

## WHAT IS AN EVICTION NOTICE?

An eviction notice is a formal letter from the Landlord to the Tenant and officially explains:

1. The Tenant must fix or “cure” the problem; OR
2. The Tenant must MOVE OUT by a certain date; AND
3. The Tenant and Landlord may need to go to court to continue the eviction process.

An eviction notice serves as written record that the Landlord properly notified the Tenant of a problem and gave them a chance to solve the problem.

An eviction notice begins the eviction process, which varies widely state by state. We’ve provided all of the information related to serving an eviction notice in our interactive map below.

## WHAT IS THE EVICTION PROCESS?

Generally the rules and regulations governing the eviction process provide both Tenants and Landlords different due process protections. Neither the Tenant nor the Landlord can be deprived of “property” in the form of either housing for the Tenant or rent money for the Landlord following appropriate legal procedures and safeguards. The eviction process is akin to an expedited lawsuit by the Landlord (i.e. Plaintiff) against the Tenant (i.e. Defendant).

The eviction process make sure that both the Tenant and the Landlord receive fair treatment. Only the judge has the final say in whether the Tenant must leave.

The eviction process is also known by the following terms:

- Ejectment
- Eviction lawsuit
- Forcible detainer
- Repossession
- Summary process

- Summary possession
- Unlawful detainer action (UDA or UD)

Generally, the eviction process is a “summary” court procedure. This means that the court will move forward with the case very quickly, and the Tenant has a short time to respond to the lawsuit. Instead of waiting months for a judge to hear the case, the Landlord and Tenant can appear before the local court relatively soon after the Landlord files a complaint.

## WHY IS IT NEEDED?

An eviction notice is needed if the disagreement cannot be solved and the Landlord wants to end the lease agreement and properly ask the Tenant to leave by a certain date. Even though the Tenant is being asked to leave by a certain date, the Tenant has the right to stay in the Premises until a judge has heard from both the Landlord and the Tenant.

If the Tenant does not voluntarily vacate or move out, even after the judge issues an official court order, a sheriff or other law enforcement officer may forcibly remove the Tenant and their belongings.

An eviction notice is not needed if the Landlord and Tenant are able to resolve the problem by themselves. It is desirable in most cases to avoid serving an eviction notice, to save both parties time, energy and expense. If the tenant is late paying rent, there are a number of procedures a landlord can follow.

Perhaps there was a misunderstanding about the terms of the Lease? Did the Tenant have a death in the family, suffer a work injury, or lose their job? Maybe the Landlord is willing to work out a payment plan for missed rent payments? Would the Tenant be willing to pay for the cost of repair to fix the damage caused to the premises?

Sometimes a sincere apology, candid communication, and an honest willingness to cooperate can save both the Landlord and Tenant time and money in the long term.