

Today's Date _____

You are hereby given notice that ______, resident(s)

plan to terminate tenancy and to move from the premises_____

Unit # _____ (if applicable)

(Address of unit occupied currently)

(City)

(Check appropriate box)

____ All tenants are vacating the premises

____ The unit is only partially vacating. Some tenants wish to remain

_, Ca, _

(Zip code)

Move Out Date: _____

It is understood as follows:

- 1. That a Thirty Day Notice of intent to vacate is required under Section 1946 of California Civil Code for all month-tomonth tenancies.
- 2. Cal West requires 30 days' notice prior to a fixed-term lease expiration, if tenants plan to vacate the property at the end of the lease. A 30-Day Notice of Intent to vacate does not relinquish Resident from any obligation of the lease, including payment through the end of the lease term
- 3. Resident's possession of the apartment/home remains in effect until all belongings are removed and all keys returned.
- 4. Except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after the service of this notice to the Manager, whichever is later.
- 5. Residents are aware that security deposits are not meant to be used to pay the final month's rent. Cal West has the right to use security deposit funds to pay any balances owed by the tenant, however, tenants are required to pay all rent through the termination date of tenancy.

NOTICE OF RIGHT TO INSPECTION PRIOR TO TERMINATION OF TENANCY

INSTRUCTIONS FOR THIS NOTICE: This notice should be given within a "reasonable time" after either Housing Provider or Tenant has given the other written notice of intent to terminate (end) the tenancy or before a lease term ends. If Tenant does not request an initial inspection, Housing Provider does not have to do the initial inspection. When Tenant requests an initial inspection, Housing Provider and Tenant must try to agree on a mutually convenient date and time for the inspection. The inspection cannot be scheduled earlier than two weeks before the end of the tenancy or lease term. Housing Provider must give Tenant at least 48 hours' advance written notice of the date and time of the inspection whether or not the parties have agreed to a date and time for the inspection. Housing Provider is not required to give the 48-hour notice to Tenant if: (i) the parties have not agreed on a date and time, and Tenant no longer wants the inspection; or (ii) Housing Provider and Tenant have agreed in writing to waive (give up) the 48-hour notice requirement.

- 1. Pursuant to California Civil Code S 1950.5, you have the right to request that the Housing Provider or Housing Providers agent make an inspection of the Premises prior to the termination of your tenancy for the purpose of giving you an opportunity to remedy deficiencies (consistent with your lease or agreement), in order to avoid certain deductions from your security deposit.
- 2. You have the right to be present at this inspection. If you are not present, the inspection may proceed without you.

- 3. This inspection can be conducted no earlier than two weeks prior to the termination of your tenancy. Your lease or rental agreement is scheduled to terminate on _____
- The inspection must be conducted during normal business hours unless both you and Housing Provider agree to a different date and time. Housing Provider prefers to conduct the inspection on (Date) ______

___ at _____ 🗖 AM 🛛 PM

- 5. You are not required to have your Premises inspected prior to termination of your tenancy.
- 6. If you want an inspection prior to termination of your tenancy you must check the box in paragraph 8 below and return this Notice to Housing Provider at the indicated address within 7 days after receiving the Notice. If you do not return this Notice within 7 days or you return it without checking paragraph 8, then Housing Provider will presume you do not want an inspection prior to termination of your tenancy.
- 7. 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 Housing Provider after being notified that property belonging to you was left behind after you moved out.
 Housing Provider (Owner or Agent)

sing Provider (Owner or Agent)		Date
Address 5671 Santa Teresa Blvd	. #102City San Jose, State CA	Zip 95123
Telephone <u>(408)997-7100</u> Text	, E-m	ail: <u>Sandy@cw-hms.com</u>

Check the appropriate box below:

_____I WANT an inspection of the Premises prior to the termination of my tenancy. (a) If a date and time is specified in paragraph 4, please schedule the inspection for that date and time. (OR)

_____(b) Please contact me at (Phone) ______to schedule an inspection either because no date and time is specified in paragraph 4 or because I request a different date and time from that specified.

(c) I DO NOT WANT an inspection of the Premises prior to the termination of my tenancy and I release and hold harmless Housing Provider, Brokers and agents from any and all liability in connection with this decision.

Tenant			Date
Tenant			Date
My forwarding information is sp (i) in writing or (ii) by transmitti	•		v below, Housing Provider may agree:
Address	City	State	Zip
Telephone		E-mail	
Tenant requests that itemi	zed statement of security de	posit be sent to the	email above
Tenant requests that the re	emaining balance of the secu	urity deposit be sent	t to:
Bank (or financial insti	tution)		
Account #	, Routing #		

Cal West Property Management 5671 Santa Teresa Blvd. Suite 102, San Jose, Ca 95123 Website: <u>www.calwestrents.com</u>