

# Tenant's Notice of Intent to Vacate

California Civil Code § 1946

Resident(s): \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Leased Premises: \_\_\_\_\_ Unit #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please take notice that all Residents stated above and all other occupants will be terminating the tenancy and vacating the Premises on or before \_\_\_\_\_, 20\_\_ (“Termination Date”)

Residents understand that Premises must be fully vacated (persons and property) and all keys returned to Owner/Agent or Resident will remain liable for all rent and other terms of the rental agreement until actual possession of the Premises is given to Owner/Agent. This Notice is meant to be a formal written Notice of Intent to Vacate as required by California Civil Code Section 1946 and/or pursuant to the terms of the rental agreement between Residents and Owner/Agent. As such, said Termination Date constitutes a firm date that Owner/Agent can rely upon to be returned possession of the Premises. Owner/Agent may use this Termination Date to pursue Owner/Agent’s legal remedies against Residents if Premises are not fully vacated and keys returned by Termination Date.

*Residents understand that all rent and other charges agreed upon under the rental agreement are due and payable up through the Termination Date or the date of actual possession of the Premises (whichever is later). Residents understand that the rental amount shall be pro-rated through the Termination date. Residents further understand that the security deposit may not be used to pay for the last month’s rent.*

**Preliminary Move-out Inspection Notice:** Residents understand and have been hereby notified pursuant to Ca. Civil Code Section 1950.5 that they have an option to request an initial inspection of the Premises by Owner/Agent to occur within the two weeks prior to their Termination Date and they have a right to be present at this inspection. At this pre move-out inspection, Owner/Agent will provide Residents with a check-list of repairs/deficiencies that Residents will have an opportunity to cure (pursuant to the terms of the rental agreement) prior to Owner/Agent’s final inspection, in an effort to avoid deductions from Residents’ security deposit. If Residents request this pre move-out inspection, Owner/Agent will give Residents at least 48 hours' prior written notice of the date and time of the inspection. Owner/Agent may proceed with inspection even if Residents are not present unless Residents previously withdraw the request.

Pursuant to California law, Owner/Agent may show the Premises to potential tenants after giving Residents reasonable notice, or at least 24 hours notice. Furthermore, Owner/Agent will not be responsible for personal items left in the Premises, such as cable boxes, telephones and other personal items.

**Residents’ Forwarding Address:**

\_\_\_\_\_

**Reasons for Vacating:** *(Optional)*: \_\_\_\_\_

**Reference:**  We would like a reference from you.  We would not like a reference from you.

**Agreed By: (All Residents of Premises 18 years of age and older Must Sign):**

Resident(s):

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_