

FIFTEEN DAY NOTICE TO PAY RENT OR QUIT

(Rent Demand for September 1, 2020 through January 31, 2021)

To:

And Does 1 through 5, Inclusive.

Address of Premises:

Within FIFTEEN (15) business days (excludes Saturday, Sunday and court holidays) after service of this notice upon you, you are required to deliver up possession of the above-described premises to the undersigned or authorized agent or pay the total sum of _____ to the undersigned or agent for rent of the premises.

The sum you are required to pay is for the rent due and unpaid as follows:

\$	for the period of	through
\$	for the period of	through
\$	for the period of	through
\$	for the period of	through
\$	for the period of	through

Unless you have paid the full amount enumerated above or vacated and delivered up possession of the premises within FIFTEEN (15) business days (excludes Saturday, Sunday and court holidays) after service of this notice upon you, legal proceedings shall be instituted against you to recover possession of the premises and to have the rental agreement under which you hold the premises forfeited.

Make rent payable to:

Deliver rent **BY US MAIL ONLY** to the following address:

“NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You

will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.”

You may deliver the declaration of COVID-19 related financial distress by US MAIL ONLY to the following address:

Date:

Agent:

Phone number:

Agent/Owner

Simone & Associates
3702 4th Ave.
San Diego, CA 92103

DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury:

Dated:

Signature