

**CALIFORNIA MOBILEHOME PARK  
SIXTY (60) DAY NOTICE OF TERMINATION  
OF POSSESSION**

*(Civil Code Sections 798.55(b), 798.56, 798.57)*



**Western  
Manufactured Housing Communities  
Association**

TO: \_\_\_\_\_  
(Resident's Name)

and to all residents or occupants in possession of the premises herein referred to and commonly known as  
\_\_\_\_\_  
(Park Name/Address/Space#) ("Premises")

**THIS NOTICE IS A SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION** pursuant to the Mobilehome Residency Law, Civil Code Sections 798.55(b), 798.56, 798.57. Pursuant to the Mobilehome Residency Law, management declares the mobilehome tenancy and lease or rental agreement by which you hold possession of the Premises terminated and forfeited. Tenancy is declared terminated and forfeited based on default in payment of rent, utility charges, and/or reasonable incidental service charges, as stated in a Three (3) Day Notice To Pay Or Quit and/or Three (3) Day Notice To Perform Covenants Or Quit, or both such notices, which demand(s) payment within three days from date of service of the notice(s), excluding Saturdays, Sundays, and judicial holidays. **This notice takes effect if payment is not made as demanded.**

**TAKE NOTICE THAT RESIDENT AND ALL OCCUPANTS MUST VACATE POSSESSION OF THE PREMISES BY NO LATER THAN SIXTY (60) CALENDAR DAYS FROM THE DATE OF SERVICE OF THIS NOTICE. THE MOBILEHOME RESIDENCY LAW FURTHER PROVIDES THAT RESIDENT MAY ELECT TO SELL THE MOBILEHOME WITHIN THE SIXTY (60) DAYS NOTICE PROVIDED BY THIS NOTICE. RESIDENT MUST EITHER SELL OR REMOVE THE MOBILEHOME FROM THE PREMISES BY NO LATER THAN SIXTY (60) CALENDAR DAYS FROM THE DATE OF SERVICE OF THIS NOTICE.**

The reason(s) relied upon for termination of possession with specific facts to permit determination of the date, place, witnesses, and circumstances is as follows: Nonpayment of rent and other charges. The amounts demanded are evidenced in a Three (3) Day Notice to Pay or Quit, and/or Three (3) Day Notice To Perform Covenants Or Quit, or both such notices, at and for the rental of the premises, the facts of which are known to the community manager, management, and contained in notices, invoices, and documents served on resident and in resident's possession providing specific facts to permit determination of the dates, places, witnesses, and circumstances of default. The amount demanded is as follows:

Month/Year	Rent	Gas	Electric	Garbage	Water	Sewer

**TOTAL AMOUNT OF RENT, UTILITIES, AND OTHER CHARGES: \$\_\_\_\_\_.**



**ACCORDINGLY, WITHIN SIXTY (60) DAYS AFTER SERVICE OF THIS NOTICE, YOU ARE REQUIRED TO SURRENDER POSSESSION OF THE PREMISES TO THE COMMUNITY MANAGER WHO IS AUTHORIZED TO RECEIVE POSSESSION, VACATE THE PREMISES, AND SELL OR REMOVE THE MOBILEHOME FROM THE PREMISES.**

**PLEASE NOTE:** This Sixty (60) Day Notice to Terminate Possession does not allow more time to pay or additional time to cure a default. The Sixty (60) Day Notice provides resident and all other occupants sixty days to vacate the premises, surrender possession of the premises and sell the mobilehome if resident elects to do so.

If you elect to sell the mobilehome within sixty (60) days after service of this notice on you, management reserves the rights provided by the Mobilehome Residency Law, which include as follows:

- (1) Compliance with the Mobilehome Residency Law and all applicable codes and regulations;
- (2) At time of sale of the mobilehome (allowed within sixty (60) days of service of this notice), the right of approval of applicants for tenancy in accordance with Civil Code Sections 798.74, 798.75;
- (3) Where applicable, removal of the mobilehome on sale under Civil Code Sections 798.73 and 798.73.5.

The mobilehome may be required to be removed at sale, if legally precluded in situ, by reason of substandard condition or code defect(s). If there are three or more Three (3) Day Notices To Pay Or Quit served within the last past 12 month period preceding the date of the most recent default, no further Three (3) Day Notice is required before termination of tenancy by Sixty (60) Day Notice; in such case, the amounts specified in this notice refer to the last (4<sup>th</sup> or latest) default in payment on which this notice is based.

All rights are reserved to declare termination of tenancy for multiple reasons stated in one, or, more than one Sixty (60) Day Notice to Terminate Possession: all reasons stated for termination of tenancy, collectively and/or severally, constitute grounds alleged for unlawful detainer action. All rights are reserved respecting any amounts owing prior to July 1, 2022, and there is no release or waiver of prior outstanding indebtedness by reason of this notice. Management may seek all pre-July, 2022 amounts in a separate legal action.

**TAKE NOTICE THAT within sixty (60) days after service of this Notice, you and all other occupants are required to quit the premises and deliver up possession to the Community Manager who is authorized to receive possession thereof. The Sixty (60) Day Notice period provides a reasonable time to remove or sell the mobilehome and vacate, not to extend or renew the time legally provided to cure default. Failure to quit within sixty (60) days after service of this Notice will result in the filing of an unlawful detainer action to declare the lease or rental agreement forfeited, to seek restitution of the premises and to recover damages for continued possession of the premises, together with such other relief allowed by the court.**

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

NAME OF PARK

By: \_\_\_\_\_

AUTHORIZED AGENT

