

WARNING: This notice is the ____ three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56(e)(5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three day period to pay rent or vacate the tenancy before your tenancy can be terminated.



Western
Manufactured Housing Communities
Association

**STANDARD CALIFORNIA MOBILEHOME PARK
COMBINED THREE DAY NOTICE TO PAY RENT
AND SIXTY (60) DAY NOTICE OF TERMINATION
(NONPAYMENT OF RENT BETWEEN
OCTOBER 1, 2021 AND MARCH 31, 2022)**

[California Civil Code §798.56(e) & California Code of Civil Procedure §1179.10(a)]

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#)

IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST TAKE ACTION TO AVOID AN EVICTION: As part of the state’s COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments.

If you cannot pay the amount demanded in this Notice, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter.

DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR APPLICATION FOR RENTAL ASSISTANCE WITHIN 15 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE TO OBTAIN A COURT ORDER FOR YOUR EVICTION.

You can start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com>.

NOTICE IS HEREBY GIVEN under the lease or rental agreement by which you hold possession of the above-described premises, there is now due, owing, and unpaid the sum of \$_____, being the rent, utilities, and other incidental service charges under the rental agreement that became due as follows:

Date	Charge	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____



THIS IS TO FURTHER NOTIFY YOU that there is now due and unpaid the following **incidental charges**:

Date	Other Incidental Charges	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

WITHIN THREE (3) DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND OTHER JUDICIAL HOLIDAYS, after service of this Notice on you, you are required to pay the balance owing in full. If you do not pay the balance owing in full, your tenancy will be terminated under the applicable provisions of the Mobilehome Residency Law and the COVID-19 Rental Housing Recovery Act, and you will be required to vacate the premises **and remove your mobilehome therefrom as required below or sell the mobilehome at your election within three days, excluding Saturdays, Sundays, and judicial holidays, plus an additional sixty (60) calendar days from the date this Notice is served upon you.** If you elect to sell your mobilehome within said 60-day period, park management reserves the right to require its removal under Civil Code §§798.73 and 798.73.5.

Payment should be payable to _____.

The name, telephone number, and address of the person to whom your payment must be made is as follows:

Name: _____ Telephone: _____

Address: _____

If payment is to be made personally, the usual days and hours of the person available to receive rent at the aforementioned address are:

Days: _____ Hours Available: _____

Payment may also be made 24 hours a day, seven days a week, by deposit into the drop slot, if one is available. Please check with Management.

***** IMPORTANT *****

FURTHER NOTICE IS HEREBY GIVEN that if said due, owing, and unpaid amount is not paid within three (3) days after service of this Notice, excluding Saturdays, Sundays, and judicial holidays, then your lessor, pursuant to the applicable provisions of the Mobilehome Residency Law and the COVID-19 Rental Housing Recovery Act, declares the lease or rental agreement by which you hold possession of the above-described premises forfeited and your tenancy terminated for the reasons specified above, and you must deliver up possession of said premises to the undersigned, who is the authorized agent of your lessor, **and remove your mobilehome from the premises or sell the mobilehome at your election** within three (3) days, excluding Saturdays, Sundays, and judicial holidays, plus an additional sixty (60) calendar days after service of this Notice upon you. If you elect to sell your mobilehome within said period, park management reserves the right to require its removal under Civil Code §§798.73 and 798.73.5.



If you fail to pay the amount due as described above and do not deliver up possession within three (3) days, excluding Saturdays, Sundays, and judicial holidays, plus an additional sixty (60) calendar days after the service of this Notice upon you, legal proceedings will be commenced against you to recover possession of said premises, to declare the lease or rental agreement by which you hold possession of said premises forfeited, and to recover rents, damages, and STATUTORY DAMAGES for the unlawful detainer of said premises, as well as attorney's fees as provided by law.

Dated: _____
_____ (Park Management)

cc: Legal Owner _____

Other: _____



[For Management Use Only]

STANDARD CALIFORNIA MOBILEHOME PARK COMBINED THREE DAY NOTICE TO PAY RENT AND SIXTY (60) DAY NOTICE OF TERMINATION (NONPAYMENT OF RENT BETWEEN OCTOBER 1, 2021 AND MARCH 31, 2022)

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the _____ day of _____ (month), _____ (year), on the above-mentioned resident(s) in possession, in the manner indicated below.

BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY:

BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent therefrom; AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s); AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

FOR ALL NOTICES TERMINATING TENANCY:

In addition to service upon the Resident(s) as set forth above, a copy of the notice(s) were sent to the following owner, the registered owner, if other than the homeowner, as set forth in the registration card specified in Section 18091.5 of the Health and Safety Code, and each junior lienholder U.S. Mail on the _____ day of _____ (month), _____ (year), thus complying with the requirements of Civil Code Section 798.55.

Legal Owner – Name and Address: _____

Registered Owner – Name and Address: _____

Junior Lienholder(s) – Name and Address: _____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this _____ day of _____ (month), _____ (year)

at _____ (city) _____ (state).

Name of Declarant (print)

Signature of Declarant

