



3-DAY NOTICE

A landlord may serve a written 3-day notice to a tenant for any violation of the lease or rental agreement. A violation may include non-payment of rent, causing a nuisance to other tenants, use of the rental unit for unlawful purposes, or damage to the rental unit. If the violation can be corrected, such as failure to pay rent, the notice must describe the violation and give the tenant the option to correct the violation or quit the premises within the 3 days. If the violation is severe, such as unlawful activity on the premises, the landlord may serve a 3-day notice to quit with no option to correct. A 3-day notice to pay rent or quit must indicate the name, address, and telephone number of the responsible party to whom rent is to be paid. A 3-day notice to pay rent or quit must accurately indicate the amount of rent due without including additional charges such as late fees. The landlord is not obligated to accept rent, or accept compliance with requests to correct other violations, after the 3-day period has expired.

WHAT CONSTITUTES PROPER SERVICE OF A 3-DAY NOTICE?

A landlord may serve a 3-day notice by one of three methods: personally serving the written notice to the tenant; posting the notice in a conspicuous place at the rental unit and sending a copy of the notice by 1st class mail to the tenant; by substitute service to someone of "suitable age and discretion" at the rental unit or at the tenant's place of employment and by sending a copy of the notice by 1st class mail to the tenant. The posting and mailing method, and the substitute service method, may only be used if the landlord is unable to personally serve the notice to the tenant at the rental unit or the tenant's place of employment.

HOW DO I COUNT THE THREE-DAY PERIOD AFTER SERVICE OF A 3-DAY NOTICE?

The three days begin the next day after proper service of the 3-day notice to the tenant. If the third day falls on a Saturday, Sunday, or legal holiday, then the notice is extended to the following business day.

I WAS SERVED WITH A 3-DAY NOTICE TO PAY OR QUIT. I CAN'T AFFORD TO PAY THE FULL AMOUNT. CAN I PAY PART OF THE AMOUNT DUE?

The landlord may voluntarily choose to accept a partial payment. However, the acceptance of any payment cancels the 3-Day notice to pay or quit. The landlord would be required to serve a new 3-Day notice to pay or quit for rent still unpaid.

WHAT IF I FAIL TO COMPLY WITH A 3-DAY NOTICE?

The landlord has the right to file an Unlawful Detainer lawsuit in order to evict you and regain possession of the property, after the 3-day period has expired.

For Assistance call Project Sentinel (408) 720-9888

[Project Sentinel offers neutral counseling and dispute resolution services, but not legal advice or representation](#)