

COUNTY OF SANTA BARBARA NOTICE OF TERMINATION OF TENANCY-CC 1946.2

(EXCEPTION: City of Santa Barbara use NOTICE-010-1)

TO: Resident(s) _____ and all others in possession of the Premises,
designated by Number and Street Address as: _____ in the city of
_____, zip code _____, county of Santa Barbara in the state of California.

PLEASE TAKE NOTICE THAT your tenancy of the Premises is terminated at the end of: *(check one)*

- ☐ Thirty (30) day period (if any occupant has resided in the unit less than one year)
- ☐ Sixty (60) day period (if all occupants have resided in the unit one year or more)
- after service of this notice, or _____ (day/month/year), whichever is later.

Please check one:

- ☐ This property is exempt from the "just cause" requirements of Civil Code section 1946.2. This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
- ☐ At-fault just cause, further described as: _____. Tenant is not entitled to relocation assistance pursuant to Civil Code section 1946.2 in an at-fault cause termination of tenancy.
- ☐ No-fault just cause, (other than renovation) further described as: _____. Tenant is entitled to relocation assistance pursuant to Civil Code section 1946.2 in a no-fault just cause termination of tenancy. Said assistance is either a direct payment to tenant of one month's rent within 15 calendar days the notice of termination was issued or rent credit of an amount equal to one month's rent amount in lieu of payment
- ☐ No-fault just cause for renovation: The work for the renovation is for the primary purpose of compliance with applicable health and safety codes. The work is substantial and cannot be reasonably accomplished within 30 days due to the scope and nature thereof and cannot be reasonably accomplished in a safe manner with Tenant in occupancy and requires Tenant to vacate for at least 30 days. (For a more detailed description of work, please see the copies of permits served herewith.)
- Early Tenant Alert Notice Served 120 Days Prior to Termination Date
 - Termination Notice and Permit Copies Served to Tenant 60 Days Prior to Termination Date.
- Copy of Documents provided to Tenants Filed with Santa Barbara County Community Services Department.

NOTE: Tenant is encouraged to read Civil Code section 1946.2 for the full text of the Tenant Protection Act of 2019 related to the termination of your tenancy.

Direct payment of \$_____ will be provided within 15 calendar days of this notice and will be divided equally and made separately to each qualified tenant in a sum equal to three months of the fair market rent (FMR) for the area as determined by the Department of Housing and Urban Development pursuant to Section 1437f(c)(1) of Title 42 of the United States Code or seven thousand dollars (\$7,000.00), whichever is greater.

The rent shall be due and payable to and including the date of termination of your tenancy under this notice, unless waived by Landlord as described above.

Proration of rent shall be based on a 30 day month. Your present monthly rent is \$_____; the rent per day is \$_____.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

If you fail to give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600 (CC 1174). Owner declares a forfeiture of the Rental Agreement if past due rent is not paid and you continue to occupy the Premises. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your Rental Agreement obligations (CC 1785.26(c)(2)).

Date _____ Owner/Agent _____

Address _____ Phone _____



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.



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