



**NOTICE OF RESIDENT'S INTENTION TO VACATE**

Date: \_\_\_\_\_

In compliance with the provision outlined in the lease agreement for occupancy of \_\_\_\_\_, I plan to vacate the above premises on \_\_\_\_\_.

I agree to communicate in writing if there are any changes in my intended vacate date.

**PLEASE NOTE:** The apartment will be re-rented based on the vacate date you have stated above. If you, at a later date, decide that you need to change this vacate date, you will need to first contact our office and see if the apartment has or has not been re-rented. If the apartment has been re-rented you will be unable to change your vacate date to a later time. If the apartment has not been re-rented then you may come into the office and change the original date on this notice. This notice authorizes Management to enter my unit with proper advanced written notice during this notice period to show my apartment to prospective tenants.

To ensure the maximum refund of the Security Deposit, I understand the following provisions of the Lease Agreement must be met;

- Proper 30 day written notice is given. Residents are financially responsible for rent and any miscellaneous charges for 30 days following notice of resident's intention to vacate.
- Prior rent and any miscellaneous charges paid in full.
- ALL keys returned.
- Cleaning instructions are completed and resident has removed all personal property from premises.
- No missing articles or damage to the premises over and above normal wear and tear.
- Duration of Lease is completed.
- Professional carpet cleaning and/or move out cleaning may be deducted from the Security Deposit to return the unit to the same level of cleanliness it was in at the inception of the tenancy.

Resident: \_\_\_\_\_  
(Print Name) (Signature)

**Please Note: Any refund will be mailed to the address provided below in accordance with California law. Security Deposit Refunds will be made payable to all Lessees listed in Lease Agreement.**

If selected, I/we would like to receive my/our Itemized Disposition of Security Deposit by Email.

Forwarding Address: \_\_\_\_\_

Telephone/Email Address: \_\_\_\_\_

So that we may evaluate our Management/Maintenance Staff, please take a moment and list your reason(s) for vacating our community:

\_\_\_\_\_

Thank you for residing with us. We wish you luck in your next home.

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Management Signature

# Waiver of Right to Receive Documentation with Itemized Disposition of Security Deposit

I/We, \_\_\_\_\_  
*All Residents (tenants and subtenants) in possession and all others in possession (full name)*

of the rental unit located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
\_\_\_\_\_, CA \_\_\_\_\_  
*(City) (Zip)*

Pursuant to Civil Code Section 1950.5(h)(4), I/we hereby waive my/our right to receive documentation and photographs with my/our Itemized Disposition of Security Deposit under Civil Code Section 1950.5(h)(2) and (3). I/We am/are not waiving my/our right to the itemized statement, which will be provided by the Landlord within 21 calendar days from the time that the Landlord has regained possession of the rental unit.

The law provides at Civil Code Section 1950.5(h)(2) & (3) that,

- (2) The landlord shall also include, along with and at the same time the itemized statement is sent, copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises, as follows:
- (A) If the landlord or landlord's employee did the work, the itemized statement shall reasonably describe the work performed. The itemized statement shall include the time spent and the reasonable hourly rate charged.
  - (B) If the landlord or landlord's employee did not do the work, the landlord shall provide the tenant a copy of the bill, invoice, or receipt supplied by the person or entity performing the work. The itemized statement shall provide the tenant with the name, address, and telephone number of the person or entity, if the bill, invoice, or receipt does not include that information.
  - (C) If a deduction is made for materials or supplies, the landlord shall provide a copy of the bill, invoice, or receipt. If a particular material or supply item is purchased by the landlord on an ongoing basis, the landlord may document the cost of the item by providing a copy of a bill, invoice, receipt, vendor price list, or other vendor document that reasonably documents the cost of the item used in the repair or cleaning of the unit.
  - (D) If a deduction is made for repairs or cleanings allowed by this section, the landlord shall provide photographs taken pursuant to subdivision (g), along with a written explanation of the cost of the allowable repairs or cleanings, as described in subparagraphs (A) to (C), inclusive. The landlord may provide such photographs to the tenant by mail, email, computer flash drive, or by providing a link where the tenant may view the photographs online.
- (3) If a repair to be done by the landlord or the landlord's employee cannot reasonably be completed within 21 calendar days after the tenant has vacated the premises, or if the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession within 21 calendar days after the tenant has vacated the premises, the landlord may deduct the amount of a good faith estimate of the charges that will be incurred and provide that estimate with the itemized statement. If the reason for the estimate is because the documents from a person or entity providing services, materials, or supplies are not in the landlord's possession, the itemized statement shall include the name, address, and telephone number of the person or entity. Within 14 calendar days of completing the repair or receiving the documentation, the landlord shall complete the requirements in paragraphs (1) and (2) in the manner specified.

If selected, I/we would like to waive the right to Section 2, Subsection D – the photograph requirement - with my/our Itemized Disposition of Security Deposit under Civil Code Section 1950.5(h)(2) and (3).

Resident: \_\_\_\_\_  
*(Print Name) (Signature)*



## **INSTRUCTIONS FOR PROPER VACATING**

In order to facilitate the closing of your account and to avoid any possible misunderstandings, we would appreciate your cooperation in observing the following conditions:

1. **PREVIEWING:** Please cooperate with our rental department in showing your home to prospective tenants. Every effort will be made to show it by appointment only, with a 24-hour notice.
2. **30 DAY WRITTEN NOTICE:** If less than one month's written notice has been given, you will be responsible for the rent on your apartment for thirty full days from the date you gave us notice unless we are able to find a new tenant at an earlier date. However, you will still be responsible for the rent up to the date the new tenants take possession.
3. **AUTO PAY:** If you are enrolled in **AutoPay** through your **Resident Portal**, please log in to your Resident Portal and **turn off AutoPay** to prevent a full month's rent from being drafted during the next rent cycle. *\*If this step is not completed and a full month of rent is drafted, the funds cannot be refunded until your Deposit Accounting has been processed.\**
4. **CHANGE OF PLANS:** Please advise us promptly if you wish to change your vacate plans.
5. **DAMAGE:** In accordance with your written agreement with us, you are expected to leave your apartment CLEAN and in excellent repair with no damage to the building or its fixtures. No alterations or repairs shall be made without prior written approval of Landlord.
6. **CLEANING:** Expectations for cleaning include but are not limited to the following:
  - a. Clean inside kitchen cabinets, in and out and remove paper on shelves
  - b. Wash down cabinet fronts
  - c. Spray clean grout & countertops
  - d. Refrigerator & Freezer cleaned (pull out drawers and shelves) Leave turned on.
  - e. Stove & oven cleaned, including replacement of stove pans as needed
  - f. Wash all floors including bathroom & kitchen
  - g. Clean all light switches
  - h. All towel bars to be wiped clean and polished
  - i. Clean sliding doors/windows (including metal frames)
  - j. Carpet cleaning/shampoo if reasonably necessary to return the premises to the condition it was in at the inception of tenancy, exclusive of ordinary wear and tear.
  - k. Vacuum throughout (including carpets and cupboards)
  - l. Patio cleaned out & swept clean
  - m. Tub corners, sliding door tracks and sliding door
  - n. Polish all fixtures (including faucets and chrome)
  - o. Clean mirrors
  - p. Walls, as needed
  - q. Clean filter screens in fans (kitchen and bathroom)
  - r. Window coverings must be clean & free of dust (dry cleaned if necessary)
7. **CARPORPTS:** Carport constitutes part of your rental area and must be left in clean, undamaged condition. Clean all storage lockers and remove oil stains from concrete.
8. **RUBBISH:** Please arrange to have all trash and rubbish hauled from the premises. Do not leave it stacked outside the door or in the garage area or you will be charged for its removal.
9. **NO OFFSETTING:** Security Deposit may not be used in lieu of last month's rent.
10. **KEYS:** You are responsible for turning in keys to the office or to the apartment manager. Do not leave keys with your neighbor. You will be charged rent until all keys are in our possession. Your deposit will be refunded within 21 days of our office receiving all keys.
11. **DEPOSITS:** Deposit will be returned in accordance with California law. However, no deposits can be returned until our office has received all keys, the apartment checked and all conditions of your rental agreement have been adhered to.

We wish you every happiness in your new home, and hope you won't hesitate to use us, as a reference should you so desire.

Thank you,  
A.G. Davi Property Management