

(Modify as appropriate)

To:(Landlord)

DATE: _____

This is to give notice that my tenancy at _____[“premises”] is hereby terminated under Civil Code 1942 effective ____/____/____[“moveout date”] due to the following uninhabitable conditions that you have failed to correct:

[list of conditions, worst to least -cockroach infestation or whatever else there may be]

- 1.
- 2.
- 3.
- 4.

[if applicable]:

Civil Code 3479 defines a nuisance as anything injurious to health or offensive to the senses; cockroaches crawling over my silverware and throughout my kitchen qualify as a nuisance. Health and Safety Code 17920.3(c) includes "any nuisance" as an untenable condition, and is incorporated by reference into Civil Code 1941.1 as an untenable condition to which Section 1942 refers. I have the legal right to unilaterally terminate my lease, despite any language in the lease to the contrary. The pictures speak for themselves.

My terminating the tenancy does not relieve the owner of liability for your breach of contract, constructive eviction, retaliation, nuisance, fraud, harassment, intentional infliction of emotional distress, and obligation to return all of the money I have paid you for this unit. My leaving is in mitigation of my damages, and I will pursue you legally for these violations.

I want you to conduct the preliminary inspection required by Civil Code 1950.5(f) on ____/____/____, two weeks prior to the moveout date, failing which you will forfeit the right to deduct anything from my deposit, even if your contract were upheld. Your retention of my deposit in bad faith will triple your liability for it, in addition to the other charges. I will seek treble damages if any money is withheld.

While I am not required to do so under these circumstances, I will still place an ad for the vacancy in Craig's List and Westside Rentals, show them the place, and forward those interested prospective tenants to you. You are hopefully aware that you have a legal obligation to mitigate damages, and not "test the market, " under Civil Code 1951.2. If you turn them down for whatever reason, I am not responsible for any portion of my contract rent that they would have paid.

I will leave the keys on the kitchen counter and lock the doors on my final departure, and then call the office to let you know that I am out.

Sincerely,
