

**INSTRUCTION SHEET (Form 5.0-SV)
Notice of Change of Terms of Tenancy
(Except Changes in Monthly Rent)**

**Follow these instructions carefully. If you fill out this notice incorrectly, it
may be deemed invalid.**

Purpose:

This form contains the essential legal terminology needed when you wish to change any terms on the Rental Agreement other than rent. CAA also has created special Change of Terms of Tenancy forms for use when you change the payment policy requiring cash payments after a Resident's check bounces. (See CAA Form 5.1 or 5.2 - Change in Terms of Tenancy - Monthly Rent; CAA Form 5.3 - Change in Terms of Tenancy - Cash Payments).

Note: The terms of a fixed term lease cannot be changed until the time of renewal, unless the tenant voluntarily agrees to a modification of the contract. This form is for use when changing the terms of a month to month tenancy.

Generally, it is good resident relations to send a cover letter explaining why it was necessary to change the terms.

Preparation of the Form:

1. List the full name(s) of all adults on the Rental Agreement and Residents within the unit. Also, list their names as shown in the Rental Agreement.
2. Fill in the apartment number and complete address.
3. Fill in the effective date of this "Change of Terms." Remember that this date should be more than 30 days after service of this form on the Resident(s).
4. Fill in changes to the Rental Agreement that you wish to make (other than rent increases). Describe in detail all changes that you are making to the Rental Agreement. (Examples: swimming pool hours, office hours).
5. Fill in the date and sign the form in this space if you are the Owner or the Agent acting for the Owner.

Copies:

1. A minimum of one original and two copies are required: the original for the Court, one copy for the Resident, and one copy for your file.
2. More copies will be needed if there is more than one occupant or if you serve by "substituted service" and "mail," or "post" and "mail."
3. Serve legible copies and maintain the original for possible court action.

Service of Notice:

1. This notice must be served on each Resident. Fill out the **Proof of Service** portion of this form IMMEDIATELY AFTER you have served this form. The Owner/Agent or anyone at least 18 years of age can serve a notice on a Resident. The person who served the notice is the "Declarant."
2. It is not sufficient to give this notice of Change of Terms of Tenancy by mail only.
3. Owner/Agent must make a good faith attempt at personal service on each Resident. What constitutes "good faith" may vary from Court to Court. If the Owner/Agent cannot find the Resident at home or at their business, the Owner/Agent can move to the next option: leaving a copy of the notice with someone of "suitable age" at the Resident's home or business and sending a copy of the notice though the mail to the Resident at their home. If the Owner/Agent does not have the Resident's home or business address or someone of "suitable age" cannot be found at either of those locations, the Owner/Agent can affix a copy of the notice in a conspicuous place on the property and send a copy through the mail to the Resident at the place where the property is situated.

New Rental Agreement:

1. After the Notice of Change of Terms of Tenancy form has been served, it is advisable but not absolutely necessary to get the Resident to execute a new Rental Agreement with the new terms.
2. Do this especially if the new terms are lengthy, difficult to describe, or if there have been several previous changes.
3. If you are successful in obtaining a new Rental Agreement with the new terms, state that the new Rental Agreement supersedes the prior agreement.

Pitfalls and Precautionary Notes:

1. In rent control and Section 8 housing, special guidelines must be followed.
2. This form has been prepared by the California Apartment Association to help members comply with applicable California and Federal law. The California Apartment Association, its local Chapters, and Divisions do not make any representation or warranty about the legal sufficiency or effect of this form. Consult with an attorney if you require assistance in completing the form or to determine if use of the form is appropriate or changes to the form are necessary in any particular situation.
3. The California Apartment Association does not sanction any CAA form which has been altered or changed in any way.

