

# INSTRUCTION SHEET (Form 5.2-SV)

## Sixty-Day Notice of Change of 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 for Owners who wish to increase the rent in a month-to-month tenancy. This form is for increases of more than 10% (cumulatively) in any 12-month period. CAA Form 5.1 Change of Monthly Rent is for increases of 10% or less and for rent decreases. Generally, it is good Resident relations to send a cover letter explaining why it was necessary to change the rent. CAA Form 5.0, Change of Terms of Tenancy is for changes to the tenancy OTHER THAN changes in the monthly rental amount. If you have questions about which forms to use, contact your local CAA chapter, CAA, or visit CAA's web site at [www.caanet.org](http://www.caanet.org).

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.

### 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 rent change. See Service of Notice Section 2, below.
4. Fill in the day of the month that the rent is due. Fill in the new rental amount and the old rental amount.
5. Fill in the date and sign the form in this space if you are the Owner or the Agent acting for the Owner.
6. If serving by "mail only" note the date and place of mailing in the space provided on the proof of service, prior to mailing.

### Copies:

1. A minimum of three copies are required: one copy for the Resident, the original for the Court, 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. You may serve notice of a rent increase by "mail only," but you must add 5 additional days to the notice period. If the form is served by "mail only," the copy served must include a proof of service, with the date and place of mailing filled out.
3. If this form is not being served by "mail only," 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 through 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.
4. The copy of the proof of service served on the Resident may be left unsigned.

### 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. 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. Do not use this form.
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.

