



CALIFORNIA PROPERTY LAW GROUP, APC

A Professional Law Corporation

930 S. La Brea Ave. Suite 204

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(323) 282-7969

The state of California has been making it more and more difficult for landlords for obtain their properties back from tenants. With the passage of more onerous rent control laws, there have been many pitfalls that landlords may fall victim to in unlawful detainer cases.

One of the best ways to ensure that a tenant will get an aggressive attorney to defend themselves in an unlawful detainer case, is if you have what is known as an “attorney fee” provision. It is our recommendation that you limit these clauses so that it does not incentivize attorneys to needlessly increase the cost of litigation in hopes of attempting to collect their attorney fees from the opposing party.

Attached is a form that limits the parties’ liability in regards to attorney fees to \$500. Please remember that this can only be served on tenancies that are month-to-month.

You can serve this onto your tenant by either of the following methods:

1. Delivering a copy to the tenant personally
2. Mailing it to the tenant

In the event you mail it, ensure that the tenant gets enough time to calculate for time of mailing and the minimum 30-day requirement.

Respectfully,

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NOTICE OF CHANGE OF TERMS OF TENANCY

To: _____,

the tenant(s) who is in possession of the premises located at:

You are hereby notified, in accordance with Civil Code Section 827, that 30 days after service upon you of this notice, your lease agreement will change in the following manner:

In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$500.00, except as provided by any mediation that may have occurred.

Any other provision in the lease to the contrary is stricken.

Dated

Signature of Landlord

Printed name of Landlord