



CALIFORNIA PROPERTY LAW GROUP, APC

A Professional Law Corporation
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When it comes to Unlawful Detainer or eviction cases, any action you take after the service of **ANY** notice to terminate a tenancy is the most important document. After you serve a notice to terminate a tenancy, your actions as a landlord can make you lose an eviction case.

Tenants will typically try to pay you during the pendency of your lawsuit. One of the quickest ways to lose a case is to accept rent after the notice to terminate expires. You **MUST NEVER ACCEPT RENT** from a tenant once the notice to terminate expires. This includes after you filed the eviction lawsuit as well. Regardless of if the tenant paid you through an online portal, through direct deposit, or just by giving you a check or cash, you **MUST** return the money back alongside this letter.

Attached is a letter that you can serve onto your tenant if your tenant pays you for rent after the notice to terminate has expired.

Fill out the letter where there are blanks and mail it with tracking to the tenant's address. Do not mail it with signature requested. Simply send the letter out with certification and tracking that you have mailed it out. You may also e-mail a courtesy copy to the tenant if you have their e-mail, but in all circumstances, you must mail it to them.



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ADDRESS PREMISES:

RE: Your Tenancy

To: _____

This letter serves as notice that I am in receipt of a rental payment related to your tenancy at the aforementioned property address. As you are aware, you were served with a notice that terminated your tenancy.

Although you have made your rental payment, I am returning the rental payment for as your tenancy was terminated pursuant to the notice. The refund will be sent back along with this letter. **I do not intend on waiving my right to enforce the terms of the notice to terminate.**

As such, I will not be taking any further rental payments as your tenancy has been terminated. Any further payments shall be returned promptly.

If you have any other questions feel free to reach out to me.

Respectfully,

Landlord

Date