#### Law Office TED SMITH LAW POST OFFICE BOX 880238 SAN DIEGO, CA 92168



Dayle Vinzant Attorney at Law TELEPHONE: 619-610-9332 FAX: 619-876-4640

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## SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Page 1 of 2

Resident(s): Premises:	Luis Castro, Does I-V	 ', Chula Vista,	CA 91910
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Be advised that your tenancy in the above described Premises is hereby terminated effective at the end of this sixty day period after service of this notice upon you or October 16, 2021, whichever is later. You are hereby required to quit and deliver possession of the above Premises within sixty days after service of this dated notice upon you to the owner or owner's authorized representative.

In compliance with California Civil Code § 1946.2 and in accordance with the provisions of your rental agreement/lease the following cited cause(s) is/are the reason for issuing this notice:

#### No-Fault Cause

Intent to substantially model or demolish the Premises. Substantially remodel: the substantial modification or replacement of any plumbing, electrical, structural, or mechanical system that a manufacture and a cannot be accomplished safely with the Lessee in place, requiring Lessee to vacate the Premises for at least thirty days.

The above referenced no-fault cause requires that the owner or owner's authorized representative provide one month's rent in relocation assistance. Landlord will waive the payment of rent for the final month of the tenancy. No rent is due for the final month of the tenancy

This notice of termination of tenancy does not relieve you from your rental agreement/lease rental payment obligations owed until the actual date of termination of tenancy. Notwithstanding this sixty day notice, if rental agreement/lease rental payment obligations are not met, landlord reserves the right to also issue a three-day notice to pay rent or quit based on any default.

If you fail to quit and deliver possession of the premises to the owner or owner's authorized representative within sixty days after service of this notice on you, immediate legal proceedings will be initiated against you to recover possession of the premises, along with legal proceedings

#### SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Page 2 of 2

for any rental damages and/or costs of suit. The landlord also elects to forfeit the lease agreement under which you currently hold possession.

Pursuant to the provisions of Civil Code §1946, California State Law permits former tenants the opportunity to reclaim any abandoned personal property left at the former premises, subject to certain restrictions and conditions. You might not be able to reclaim the property without incurring additional costs. This depends on the cost of storing the property and the length of time before the property is reclaimed. Overall, these costs will be lower the sooner you contact your former landlord after being notified that your abandoned property was left behind after you moved out.

Dated: 🔽

Dayle

Attorney for Landlord

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#### SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Page 1 of 2

Resident(s): Luis Castro, Does I-V

Premises:

Chula Vista, CA 91910

Be advised that your tenancy in the above described Premises is hereby terminated effective at the end of this sixty day period after service of this notice upon you or April 18, 2022, whichever is later. You are hereby required to quit and deliver possession of the above Premises within sixty days after service of this dated notice upon you to the owner or owner's authorized representative.

In compliance with California Civil Code § 1946.2 and in accordance with the provisions of your rental agreement/lease the following cited cause(s) is/are the reason for issuing this notice:

#### No-Fault Cause

Intent to substantially model or demolish the Premises. Substantially remodel: the substantial modification or replacement of any plumbing, electrical, structural, or mechanical system that cannot be accomplished safely with the Lessee in place, requiring Lessee to vacate the Premises for at least thirty days.

The above referenced no-fault cause requires that the owner or owner's authorized representative provide one month's rent in relocation assistance. Landlord will waive the payment of rent for the final month of the tenancy. No rent is due for the final month of the tenancy

This notice of termination of tenancy does not relieve you from your rental agreement/lease rental payment obligations owed until the actual date of termination of tenancy. Notwithstanding this sixty day notice, if rental agreement/lease rental payment obligations are not met, landlord reserves the right to also issue a three-day notice to pay rent or quit based on any default.

If you fail to quit and deliver possession of the premises to the owner or owner's authorized representative within sixty days after service of this notice on you, immediate legal proceedings will be initiated against you to recover possession of the premises, along with legal proceedings

#### SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Page 2 of 2

for any rental damages and/or costs of suit. The landlord also elects to forfeit the lease agreement under which you currently hold possession.

Pursuant to the provisions of Civil Code §1946, California State Law permits former tenants the opportunity to reclaim any abandoned personal property left at the former premises, subject to certain restrictions and conditions. You might not be able to reclaim the property without incurring additional costs. This depends on the cost of storing the property and the length of time before the property is reclaimed. Overall, these costs will be lower the sooner you contact your former landlord after being notified that your abandoned property was left behind after you moved out.

Dated: Oliver

Dayle Vinzant

Attorney for Landlord

# Law Office TED SMITH LAW POST OFFICE BOX 820238 SAN DIEGO, CA 92168

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### THREE-DAY NOTICE TO PERFORM COVENANT(S) OR QUIT

TO: Luis	Castro Does 1-5;	
Premises:		Chula Vista, CA 91910

The Lease covenants under which you hold possession of the above referenced premises are being breached as follows:

Specifics: a. You are sure in possession of the premises. The Landlord has spoken to the the unknown occupant.

WITHIN (3) THREE DAYS after the service upon you of this Notice, you are required to perform and otherwise comply with the above-mentioned covenants OR QUIT AND DELIVER POSSESSION OF THE PREMISES. This notice replaces any prior notice served on you.

If you fail to comply, Owner/Agent declares forfeiture of your Lease Agreement and will initiate legal proceedings to obtain lawful possession. Such legal proceedings may result in a judgment against you, which may also include court costs and/or attorney's fees as allowed by law, as well as an additional punitive award of six hundred dollars (\$600), which is in accordance with California Law. If you fail to fulfill any terms set forth above, a negative credit report may be submitted to credit reporting agencies.

Date

Attorney for Landlord

#### Law Office TED SMITH LAW POST OFFICE BOX 880238 SAN DIEGO, CA 92168

Dayle Vinzant Attorney at Law TELEPHONE: 619-610-9332 FAX: 619-876-4640 E-mail: Evicua TedSmithLaw.Info

#### SIXTY DAY NOTICE OF TERMINATION OF TENANCY

To: Luis Castro; Does I-V		
Premises Address:	Chula Vista,	CA 91910

Be advised that your tenancy in the above described Premises is hereby terminated effective at the end of this sixty day period after service of this notice upon you. You are hereby required to quit and deliver possession of the above Premises within sixty days after service of this dated notice upon you to the owner or owner's authorized representative.

In compliance with California Civil Code §1946.2 and in accordance with the provisions of your rental agreement/lease the following cited cause(s) is/are the reason for issuing this notice:

No-Fault Cause

Intent to demolish or substantially remodel the Premises

The above referenced no-fault cause requires that the owner or owner's authorized representative provide one month's rent in relocation assistance. Landlord will waive the payment of rent for the final month of the tenancy. The amount of rent waived is \$850.00. No rent is due for the final month of the tenancy

This notice of termination of tenancy does not relieve you from your rental agreement/lease rental payment obligations owed until the actual date of termination of tenancy. Notwithstanding this sixty day notice, if rental agreement/lease rental payment obligations are not met, landlord reserves the right to also issue a three-day notice to pay rent or quit based on any default.

If you fail to quit and deliver possession of the premises to the owner or owner's authorized representative within sixty days after service of this notice on you, immediate legal proceedings will be initiated against you to recover possession of the premises, along with legal proceedings for any rental damages and/or costs of suit. The landlord also elects to forfeit the lease agreement under which you currently hold possession.

Pursuant to the provisions of Civil Code §1946, California State Law permits former tenants the opportunity to reclaim any abandoned personal property left at the former premises, subject to certain restrictions and conditions. You might not be able to reclaim the property without incurring additional costs. This depends on the cost of storing the property and the length of time before the property is reclaimed. Overall, these costs will be lower the sooner you contact your former landlord after being notified that your abandoned property was left behind after you moved out.

Mad. May 15, 2021

Dayle Vinzant

## City of Chula Vista Code Enforcement Case History

C21-0406

Type: Complaint Inspection

Address:

**BUILDING WITHOUT PERMIT** 

Workflow

Description:

Date Task

Action

Staff

Comments

07/13/21 Initialize Case

Schedule Inspection Note GABBYG NOEMIS

07/14/21 Initial Inspection

Stop by property hoping to find workers on site, unfortunately no one was present. Walked the exterior of the property, noticed debris on the drive way that connects property from Vance St to alley, however, not obstructing any parking of which is limited. Building has been painted, steps, guardralls and handralls, up-stair units are vacant, I was able to look through windows, units are vacant, floors stripped, kitchen cabinets and appliances removed. I've inspected the building on different occasions, my opinion is the building is being remodeled like for like, if any up grade is to replace plumbing lines, seal openings.

Opened: 07/13/21

Owner:

Status: In-Violation

JOHNSON ORVILLE L EST

On my way out, a tenant stopped me on the street and ask if I was City employees, I asked if he was a tenant and he confirmed. I explained that the only problem that I see is the debris and I will need to stop by when workers are present. I left tenant my business card and ask if he could call me when men are working on site and he agreed. I will contact new owners and ask to remove vegetation and make a connection.

I ask tenant if he has obtained legal representation and he said yes. My opinion, this matter is a civil issue, City found no violations, however, I will contact new owner and ask for an inspection.

07/16/21 Initial Inspection

Note

**NOEMIS** 

Received 3 v/m:

- 1) Construction is being done on site, per my request to tenant, they were going to call me when workers were on site.
- 2) Big City Property Mgmt vegetation left on side of building, is causing concern.
- 3) tenant concern with following reasons: no unit numbers, construction without permit, no door bells, water shut down without notice, no numbers on mail box, k sink not draining, leak at shower.

I returned the call to tenant, he explained his concerns, if bldg is being painted, numbers need to be removed, he can put a temporary number on his window or by door if packets are to be delivered. I also ask tenant to contact me when manager stops by.

I contact Big City Prop. let voice message tree/ vegetation will be removed in 1 week, property manager had problems with machine and was not able to remove as planned.

07/16/21 Initial Inspection

Note

NOEMIS

Placed a call to Prop Manager, there was difficulty with phone line. I informed him that I was on my way to property property