# Resident’s Certification of Terms – Estoppel Certificate

##### To Be Used in Escrow

***Resident:*** *Please return completed form within ten (10) days after receipt.*

The below is a statement of the terms of the Rental/Lease Agreement for the premises you are renting located at

 Unit # (if applicable),

City , California Zip (“Premises”)

##### Owner/Agent states the following regarding the rental agreement:

1. You are in possession of the above-described premises on a (check one)
	* Lease – Beginning (mm/dd/yyyy) / /
	* Month-to-Month rental agreement

Lease - Ending (mm/dd/yyyy) / /

1. The current rent is $ per month, due on the (Check One)
	* 1st of the month  15th of the month  Other
2. Your Rent has been paid to (Date)
3. Your Security Deposit in the amount of $ Type of Deposits  Cash  Check  Money Order  Credit
4. The Unit is Unfurnished, except (appliances, specify i.e. washer/dryer)
5. Name and ages of ALL residents and occupants are:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Age |  | Name | Age |
| Name | Age |  | Name | Age |
| Name | Age |  | Name | Age |

1. Enclosed is a true copy of the Rental/Lease Agreement and any modifications as stated under exceptions below:

The above information is correct and true as of

Date Owner/Agent

**Resident –** You could be liable to the third party if the certificate contains untrue statements. If your Rental/Lease Agreement contains a provision requiring you to sign an estoppel agreement, you are in violation of your agreement if you fail to do so.

1. I do certify that, except as stated under exceptions below:
2. the above statements are true and correct;
3. the Rental/Lease Agreement is in full force and effect without modification, except those mentioned in this estoppel;
4. no Rent is paid more than 30 days in advance;
5. there are no charges, liens, or claims of offset;
6. all improvements required under the Rental/Lease Agreement have been made; and
7. I am in possession of the above described property.
8. Exceptions to the above include, if any: Resident(s):

 Date

 Date

 Date

 Date

 Date

# Proof of Service

##### California Code of Civil Procedure Section 1163(a)

Date

On 20 , **(*Date of Service***)

I served the following residents (***Name all residents***): and all other occupants (“Residents”) at the rental premises **(*Address*)**:

 (“Premises”) with the documents (“Document(s)”) checked below *( Please check one or more)***:**

* 3 Day Notice to Pay Rent or Quit □ 3 Day Notice to Perform Conditions/Covenants or Quit
* Notice of Change of Tenancy Terms: □ 30 days □60 days
* Notice to Terminate Tenancy: □ 30 days □ 60 days
* Notice to Enter Premises □ Other:

#### **(**Please check one and fill-in applicable blanks:)

* **PERSONAL SERVICE:** I served the above-referenced Document(s) on Residents by delivering a copy to

 , (*Name of Resident*) personally, pursuant to the Code of Civil Procedure Section 1162(a)(1). (*May be used with all Document(s) above.*)

**OR**

### **SUBSTITUTED SERVICE:** I served the above-referenced Document(s) on Residents by leaving a copy with a person of suitable age and discretion at the Premises, and sending a copy in the United States mail, postage pre-paid, in a sealed envelope addressed to Residents at the Premises pursuant to Code of Civil Procedure Section 1162(a)(2). (*May not be used for a Notice of Rent Increase.*)

**OR**

* **POST AND MAIL:** After unsuccessful attempts to personally serve and subserve the Document(s) above, I served the above-referenced Document(s) on Residents by affixing a copy of the Document(s) in a conspicuous place on the Premises, and also sending a copy of the Document(s) in the United States mail, postage pre-paid, in a sealed envelope addressed to Residents at the Premises pursuant to Code of Civil

Procedure Section 1162(a)(3). (*May not be used with Notice of Rent Increase.*)

## \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

#### FOR CHANGE OF TERMS OF TENANCY OR TERMINATION OF TENANCY NOTICES ONLY:

* **BY CERTIFIED OR REGISTERED MAIL:** I served the above-referenced Document(s) on

Residents by sending a copy of the Document(s) in the United States mail via certified or registered mail, postage pre-paid and in a sealed envelope addressed to Residents at the Premises. (*May only be used with*

#### Notice to Terminate Tenancy. Add 5 days for mailing.)

**OR**

* **BY FIRST CLASS OR EXPRESS MAIL:** I served the above-referenced Document(s) on

Residents by sending a copy of the Document(s) in the United States mail, via first class or express mail, postage pre-paid, in a sealed envelope addressed to Residents at the Premises pursuant to Code of Civil Procedure Section 1013. (*May only be used with Notice of Rent Increases and Notice to Enter Premises. Add 5 days for mailing.*)

## I declare that the foregoing is true and correct under penalty of perjury. Executed this day of , 20 at , California.

**Signed:**

**Print Name:**