

RICHMOND RENT PROGRAM

440 Civic Center Plaza, 2nd Floor, Richmond, CA 94804

(510) 234- RENT (7368) | www.RichmondRent.org | rent@ci.richmond.ca.us



INSTRUCTION SHEET ACCOMPANYING WRITTEN WARNING NOTICE TO CEASE RMC 11.100.050(d)

Purpose: Pursuant to Section 11.100.050(d) of the Richmond Municipal Code, Landlords are required to serve a Written Warning Notice within a reasonable period prior to serving a notice to terminate tenancy pursuant to RMC 11.100.050(a)(2) (Breach of Lease), RMC 11.100.050(a)(3) (Nuisance), or RMC 11.100.050(a)(4) (Failure to Give Access). This notice shall:

- Inform the Tenant that a failure to cure may result in the initiation of eviction proceedings**

- Inform the Tenant of the right to request a reasonable accommodation**

- Provide the Tenant with the contact number of the Rent Program**

- Include sufficient details allowing a reasonable person to comply**

- Include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice.**

Instructions: A Written Warning Notice template has been provided as a courtesy for use by a Landlord. Landlords may use their own notice as long as they provide all of the previously stated requirements found on the attached template. Landlords must include a copy of the Written Warning Notice served if/when a Notice of Termination of Tenancy is filed with the Rent Program.

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DISCLAIMER: The attached form is a template Landlords may use to provide a written warning notice to tenants as required by Section 11.100.050(d) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (R.M.C. 11.100 et seq.) prior to terminating a tenancy due to breach of lease, nuisance, or failure to give access.

WRITTEN WARNING NOTICE TO CEASE RMC 11.100.050(d)

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1. Inform the Tenant that a failure to cure may result in the initiation of eviction proceedings
2. Inform the Tenant of the right to request a reasonable accommodation
3. Provide the Tenant with the contact number of the Rent Program
4. Include sufficient details allowing a reasonable person to comply
5. Include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice.

Date: ___ / ___ / ___

Tenant Name(s)

Tenant(s) Address

Dear _____ (Tenant Name(s)),

This is a Written Warning Notice to request that you cease to **(describe violation)**,

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It has come to my attention that, starting on _____, (date of violation),
and continuing to the present you (describe circumstances), _____

It is our desire that you and all other Tenants enjoy living in the Rental Unit. To comply
with this notice to cease, you must (describe how to comply to avoid termination of
tenancy), _____

Your failure to immediately resolve this matter may result in the initiation of eviction
proceedings for the following Just Cause for Eviction (check all that apply):

RMC 11.100.050(a) (2) **Breach of Lease**. The Tenant has continued, after written
notice to cease, to substantially violate any of the material terms of the rental
agreement, except the obligation to surrender possession on proper notice as required
by law, and provided that such terms are reasonable and legal and have been accepted
in writing by the Tenant or made part of the rental agreement; and provided further that,
where such terms have been accepted by the Tenant or made part of the rental
agreement subsequent to the initial creation of the tenancy, the Landlord shall have first
notified the Tenant in writing that he or she need not accept such terms or agree to their
being made part of the rental agreement.

RMC 11.100.050(a) (3) **Nuisance**. The Tenant has continued, after the Landlord
has served the Tenant with a written notice to cease, to commit or expressly permit a
nuisance in, or cause substantial damage to the Rental Unit.

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RMC 11.100.050(a) (4) **Failure to Give Access.** The Tenant has continued to refuse without good cause, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to prospective purchasers or mortgagees or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. This shall include inspections by the Richmond Residential Rental Inspection Program and any other inspections needed so that the landlord may comply with such laws.

You also have the right to request a reasonable accommodation for consideration. Please contact me as soon as possible if you would like to discuss this matter further.

Respectfully submitted,

Landlord Name

Landlord Address

Landlord Phone Number

Landlord E-mail Address