



CANCELLATION OF LEASE OR RENTAL

(C.A.R. Form CLR, 6/17)

In accordance with the terms and conditions of, or, per the mutual agreement of the Parties, the Residential Lease or Month to Month Rental Agreement ("Agreement"), dated \_\_\_\_\_, for the Premises known as \_\_\_\_\_ ("Premises"), between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Landlord")

Is modified as follows:

(Note: This form shall only be used for the reasons below. If property is subject to a local rent or eviction control ordinance, consult with a qualified real estate attorney before using this form.)

- 1. CANCELLATION OF AGREEMENT: [ ] Tenant [ ] Landlord [ ] both Tenant and Landlord cancel(s) the Agreement for the following reason:
A. [ ] Landlord Cancellation: Tenant has failed to pay the move-in rent required by paragraph 5 of the Agreement (C.A.R Form LR) after being given a Pre-Possession Notice To Tenant To Pay (C.A.R. Form PPN).
B. [ ] Landlord Cancellation: Tenant has failed to pay the move-in security deposit required by paragraph 5 of the Agreement (C.A.R Form LR) after being given a Pre-Possession Notice To Tenant To Pay (C.A.R. Form PPN).
C. [ ] Tenant Cancellation: Tenant has made all payments, and performed all covenants, required under the Agreement but Landlord is unable to deliver possession within 5 (or \_\_\_) Days after the agreed Commencement Date (paragraph 31A of the Agreement (C.A.R. Form LR)).
D. [ ] Mutual Cancellation: Per mutual agreement. (Both parties shall sign under paragraph 1.) (1) The termination date shall be the date of the last signature below or \_\_\_\_\_. (2) Possession shall be delivered to Landlord by 6PM or ([ ] AM/ [ ] PM) on the date of termination. (3) Other \_\_\_\_\_.

Tenant's or Landlord's Signature (party cancelling the contract) \_\_\_\_\_ Date \_\_\_\_\_
Tenant's or Landlord's Signature (party cancelling the contract) \_\_\_\_\_ Date \_\_\_\_\_

2. RETURN/RELEASE OF DEPOSIT

- A. [ ] (Cancellation per 1A, 1B, or 1C above) Landlord shall return or authorize release of any combination of Tenant rent and security deposit in the amount of \$ \_\_\_\_\_.
OR B. (Cancellation per 1D above) Both Tenant and Landlord acknowledge mutual cancellation of the Agreement and agree that:
[ ] (i) Landlord shall return or authorize release of Tenant's rent in the amount of \$ \_\_\_\_\_. Within 21 days after delivery of possession, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
[ ] (ii) \$ \_\_\_\_\_ of the rent and security deposit paid will be determined by subsequent judicial decision or arbitration award.
[ ] (iii) Other: \_\_\_\_\_.

Tenant and Landlord (i) mutually release each other from all obligations to lease or rent the Premises under the Agreement, and (ii) intend that all rights and obligations arising out of the Agreement are null and void; and (iii) unless B (ii) is checked, mutually release each other from all claims, actions and demands that each may have against the other by reason of the Agreement.

Date \_\_\_\_\_ Date \_\_\_\_\_
Tenant \_\_\_\_\_ Landlord \_\_\_\_\_
Tenant \_\_\_\_\_ Landlord \_\_\_\_\_

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

