

To: _____
(landlord)

DATE: _____

Regarding my tenancy at _____ [“premises”], I want to remind you that when you rented the place, you sold us the exclusive right to possession on a temporary basis, even though you retain title to the property. That means we own the right to possession during our tenancy, and that you cannot come onto the property without our permission or compliance with Civil Code 1954. If you do, you can be sued for trespass, breach of contract, invasion of privacy, and emotional distress. You can even be forcibly arrested for breaking and entering by citizen’s arrest, using all force reasonably necessary to subdue you as a criminal suspect.

You can only come onto the property legally in the case of an emergency, like a fire, with our express permission, or under limited circumstances:

1. Only upon 24 hours’ written notice
2. Only during normal business hours
3. Only to make repairs, show the premises, or do our preliminary inspection
4. Where the notice that states the date and time when you will be coming.

Anything less is trespassing. You cannot come in to snoop around, do a general inspection, look into our closets, or invite yourself over for dinner. This is our home, and you need to respect that. If you want to come onto the property at any time, don’t rent it.

If you are acting on the owner’s behalf, and believe you have their permission, that is not good enough if you do not have our permission. You will get the owner sued, as well as yourself, and your belief that you were doing the right thing will not protect you.

This is warning against any further invasions. It does not relieve you of liability for what you have already done, but if you respect us in the future and apologize for what you have done, we will not take legal action against you. If you decide to retaliate for this exercise of our legal rights, then you will need to be ready to be sued and suffer the consequences of your misconduct.

Sincerely,
