

## Disclaimer of Liability and Legal Responsibility

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[Property Owner/Property Manager Letterhead or Name]

[Street Address of Property Management Office]

[City, State, Zip Code]

[Phone Number]

[Email Address]

**Date:** [Insert Date]

**TO:**

[Tenant Name(s)]

[Rental Property Address / Unit Number]

[City, State, Zip Code]

**NOTICE OF REPEATED NOISE COMPLAINTS**

**(Issued Pursuant to Lease Terms, California Civil Code § 1927, and Alameda County Ordinances)**

Dear [Tenant Name(s)],

This letter serves as a formal notice and documentation regarding **repeated noise complaints** that have been reported by neighboring tenants concerning activities within or originating from your rental unit located at **[Property Address / Unit Number]**.

We value your tenancy and strive to maintain a peaceful and respectful community for all residents. This communication is issued in accordance with the **terms of your Lease/Rental Agreement** and applicable **local and state housing laws**, including your neighbors' right to **quiet enjoyment** under **California Civil Code § 1927** and **Alameda County's Just Cause for Eviction Ordinance (Ordinance No. 2021-02)**.

**Summary of Reported Incidents:**

The following complaints have been received regarding excessive noise and disturbances:

- **Date(s):** [Insert specific date(s) of incident(s)]
- **Time(s):** [Insert approximate time(s), e.g., "Late evening, around 11:30 PM"]
- **Nature of Complaints:** [Describe e.g., "loud music," "shouting," "parties," "banging," etc.]
- **Complainant(s):** [Optional – may be anonymized for privacy; e.g., "Multiple neighboring tenants"]

These reports are consistent and have been made by more than one resident. Please note that under the lease, tenants are responsible for the conduct of their guests and household members, including compliance with noise limitations and community rules.

**Lease Agreement Reference:**

As outlined in your Lease/Rental Agreement, you agreed to the following provisions (paraphrased or quoted directly):

- **Quiet Enjoyment Clause:** Tenant shall not cause or permit any nuisance, excessive noise, or disturbance that interferes with the comfort, safety, or enjoyment of other residents.
- **Conduct of Tenants and Guests:** Tenant is responsible for the actions of all persons visiting or occupying the premises, and such persons must also comply with the lease and property rules.

- **Community Rules and Regulations:** Excessive noise or disruptive behavior is a violation of the community's policies and may result in further action if uncorrected.

**Required Action:**

You are hereby directed to immediately cease all excessive noise, disturbances, or conduct that may interfere with your neighbors' peaceful enjoyment of their units. This includes, but is not limited to:

- Playing music, TVs, or instruments at high volume
- Hosting loud gatherings, especially during quiet hours (typically 10:00 PM – 8:00 AM)
- Any yelling, stomping, or repeated thumping noises
- Allowing guests to behave in a disruptive manner

Please be advised that **continued violations** may result in additional written notices, lease enforcement actions, and if uncorrected, **termination of tenancy for just cause** under Alameda County's just cause eviction laws and **California Civil Code § 1161(4)** (nuisance or lease violation).

**Opportunity to Respond:**

We encourage you to contact us within [**Insert timeframe, e.g., 5 business days**] of the date of this notice to discuss any circumstances you wish to clarify or correct. We are committed to resolving issues cooperatively and respectfully.

**Additional Notes:**

If you believe another tenant is responsible for the disturbance or that the complaint is in error, please let us know so we may investigate further. We strive to apply all rules fairly and equitably.

If you have any questions regarding this notice or require any assistance, please do not hesitate to contact us.

Sincerely,

[Property Owner or Property Manager Name]

[Title, if applicable]

[Company Name, if applicable]

Phone: [Insert Number]

Email: [Insert Email]

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**Important Legal Notice:**

This letter constitutes a written notice under applicable California and Alameda County housing laws. A copy of this notice is being retained in your tenant file and may be used as documentation for future enforcement actions, including potential eviction for ongoing lease violations or nuisance behavior.