

<b>NOTICE TO TERMINATE LEASE FOR FAILURE TO PAY RENT</b>
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\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

To: Tenants Listed Above

You are hereby notified that you are indebted to me in the sum of \_\_\_\_\_ for the rent and use of the premises located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, now occupied by you and that I demand payment of the rent or possession of the premises within seven \_\_\_\_ days from the date of delivery of this notice, on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Unless payment is made by such date, the tenancy will be terminated.

This \_\_\_\_\_ day notice is provided to you based on your failure to pay rent and pursuant to the applicable local and state statutes and regulations of the State. You are further notified that legal action may be initiated against you unless you pay the rent due or vacate the premises.

Signature: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Delivery Method: (Please check one)

Hand Delivery    Registered Mail    Certified Mail    Posted

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## GENERAL INSTRUCTIONS

### WHAT IS AN EVICTION NOTICE?

An eviction notice is a formal letter from the Landlord to the Tenant and officially explains:

1. The Tenant must fix or “cure” the problem; OR
2. The Tenant must MOVE OUT by a certain date; AND
3. The Tenant and Landlord may need to go to court to continue the eviction process.

An eviction notice serves as written record that the Landlord properly notified the Tenant of a problem and gave them a chance to solve the problem.

An eviction notice begins the eviction process, which varies widely state by state. We've provided all of the information related to serving an eviction notice in our interactive map below.

### WHAT IS THE EVICTION PROCESS?

Generally the rules and regulations governing the eviction process provide both Tenants and Landlords different due process protections. Neither the Tenant nor the Landlord can be deprived of “property” in the form of either housing for the Tenant or rent money for the Landlord following appropriate legal procedures and safeguards. The eviction process is akin to an expedited lawsuit by the Landlord (i.e. Plaintiff) against the Tenant (i.e. Defendant).

The eviction process make sure that both the Tenant and the Landlord receive fair treatment. Only the judge has the final say in whether the Tenant must leave.

The eviction process is also known by the following terms:

- Ejectment
- Eviction lawsuit
- Forcible detainer
- Repossession
- Summary process
- Summary possession
- Unlawful detainer action (UDA or UD)

Generally, the eviction process is a “summary” court procedure. This means that the court will move forward with the case very quickly, and the Tenant has a short time to respond to the lawsuit. Instead of waiting months for a judge to hear the case, the Landlord and Tenant can appear before the local court relatively soon after the Landlord files a complaint.

## WHY IS IT NEEDED

An eviction notice is needed if the disagreement cannot be solved and the Landlord wants to end the lease agreement and properly ask the Tenant to leave by a certain date. Even though the Tenant is being asked to leave by a certain date, the Tenant has the right to stay in the Premises until a judge has heard from both the Landlord and the Tenant.

If the Tenant does not voluntarily vacate or move out, even after the judge issues an official court order, a sheriff or other law enforcement officer may forcibly remove the Tenant and their belongings.

An eviction notice is not needed if the Landlord and Tenant are able to resolve the problem by themselves. It is desirable in most cases to avoid serving an eviction notice, to save both parties time, energy and expense. If the tenant is late paying rent, there are a number of procedures a landlord can follow.

Perhaps there was a misunderstanding about the terms of the Lease? Did the Tenant have a death in the family, suffer a work injury, or lose their job? Maybe the Landlord is willing to work out a payment plan for missed rent payments? Would the Tenant be willing to pay for the cost of repair to fix the damage caused to the premises?

Sometimes a sincere apology, candid communication, and an honest willingness to cooperate can save both the Landlord and Tenant time and money in the long term.

### CONSEQUENCES OF NOT USING EVICTION

If you do not send an eviction notice, you may not begin the eviction process of kicking out the Tenant. Here are some of costs incurred if the Landlord illegally takes the law into their own hands instead of sending a proper eviction notice:

1. Pay for damages incurred by the Tenant
2. Pay penalties (Some states require Landlords to pay up to \$100 per day for each day of unlawful self-help -- check your local landlord-tenant housing laws)
3. Pay for damages incurred by the Landlord
4. Personal and work time to attend court
5. Mental anguish and torture of Tenant delaying the eviction process

If a Landlord does not strictly follow the proper procedures, the Tenant can challenge the eviction process on a technicality and force the Landlord to re-start the whole process.

