



NOTICE TO PAY RENT OR QUIT & GUIDE

Included:

Overview

Dos and Don'ts Checklist

Sample Notice to Pay Rent or Quit

1. Overview

There are few positions more difficult for a landlord than to be faced with a tenant who will simply not pay his or her rent. In such cases, the best approach is usually to provide notice of this failure and to inform the tenant of the consequences of a continuing failure to pay. Many states require landlords to give this notice before starting any eviction proceedings.

The enclosed document outlines for your tenant the steps you will take to obtain the rent you are owed, and what he or she must do to prevent eviction from occurring. If you complete the document using the enclosed guidelines, you will be on your way to getting your money legally and to reclaiming the property that is rightfully yours.

2. Dos & Don'ts Checklist

- Every state has specific rules governing eviction and eviction procedures, some of which are quite strict. Review your local laws and follow them carefully. If you violate these laws, you may be responsible for damages or be subject to fines. In some cases, you may be required to allow the tenant to remain in the unit.
- Depending on the jurisdiction, the enclosed document is sometimes called a "3-day notice to quit or pay rent" or a "5-day notice to quit or pay rent" (in some areas, as much as 10 days notice is required). These time periods are established by local law, and you will need to research the requirements in your area. Also review when the required period will end before delivering your letter. In some states, the law states that no notice period can end on a weekend or legal holiday.
- Variations may also arise depending on the type of rental arrangement you currently have. There may be different notice requirements for tenants at will, tenants on a month-to-month lease, or tenants under a year-to-year lease. No matter what type of tenancy you have, you must use a statutory process to evict.
- Every tenant listed on the lease and/or who pays rent must be included in your notice. In other words, the letter must be addressed to all such individuals.
- Be careful when you complete the notice. It won't be valid if you:
 - Don't say how much money is due;
 - Ask for more money than is due;
 - Ask for rent that was due more than one year ago;
 - Ask for something other than rent (e.g., late charges, interest, utilities, property taxes, or damages);
 - Tell the tenant to "pay rent **and** quit" (instead of "pay rent **or** quit"); or
 - Don't let the tenant choose to forfeit the lease

- If you are managing housing that is subsidized by the government, there may be additional rules or regulations that govern the notification and eviction process.
- Almost as important as the content of the notice is the delivery of the notice. Many states have particularized requirements about how you should provide the notice to your tenant. In some cases, this delivery must be personal, and you must hand the letter to your tenant face-to-face. In others, you may be required to both post the notice on the door of the property and mail it to your tenant. Review your state and local laws for additional information.
- If after he or she has received the notice, your tenant does not pay the rent owed, you may send a final warning with a "Notice Of Default In Rent Payment" before formally terminating the lease. The lease termination is not automatic and you cannot immediately evict your tenant without starting a formal eviction process. Note, however, that the enclosed document does allow you to state whether or not the lease will be terminated by virtue of the tenant's failure to pay within the given time frame.
- Keep a copy of the notice in your files, together with any evidence that the notice has been delivered and received (e.g., return receipt).
- You may not lock out a tenant who has failed to pay, or shut off the utilities at that space. This will not help your situation, and may give your tenant the ability to sue you for damages.

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Form Sample

NOTICE TO PAY RENT OR QUIT

[Tenant Name 1] [Tenant Name 2]
[Address 1]
[Address 2]
[City] [State] [Zip]

YOU ARE HEREBY NOTIFIED that pursuant to the lease agreement under which you hold the possession of the hereinafter described premises, there is now due and unpaid rent in the total sum of _____ (\$ _____), representing rent due for the period from _____ to _____.

YOU ARE FURTHER NOTIFIED that within _____ (____) days after service of this Notice on you, you must pay the above-listed amount in full or quit the hereinafter described premises and deliver up possession of the same to [LANDLORD/MANAGER NAME] or [LANDLORD/MANAGER NAME] will institute legal proceedings against you to recover possession of said premises, to declare said lease agreement forfeited, and to recover rent and damages.

The following forms of payment will be accepted [check all that apply]:

_____ Cash _____ Money Order _____ Cashier's Check _____ Certified Check _____ Per _____

The undersigned [does] [does not] elect to terminate the lease agreement if _____ within _____ days.

The premises referred to are _____ [apartment number]