

RESIDENTIAL NOTICE TO PAY RENT OR QUIT

-DAY NOTICE TO PAY RENT OR QUIT

Date of Notice: Property State: [STATE] Statutory Basis:

TO:

[TENANT 1 NAME]; and ALL OTHER OCCUPANTS in possession

The premises located at: [PROPERTY ADDRESS], [CITY], [COUNTY] County, [STATE] (the "Premises").

FROM:

[LANDLORD NAME], Landlord [LANDLORD ADDRESS] Telephone: [LANDLORD PHONE]

1. Notice of Default

You are hereby notified that rent is now due, owing, and unpaid with respect to your tenancy of the Premises. Under the written lease dated between Landlord and Tenant(s), monthly rent of is due on the 1 day of each month.

2. Amount of Rent Due

The following rent is past due for the period from **** through ****:

[OVERDUE RENT ITEMIZATION]

**TOTAL RENT NOW DUE AND OWING: ** ()

Rent Only — No Non-Rent Charges. The amount demanded above consists of unpaid **rent only**. It does not include security deposit, late fees, NSF fees, utility charges, parking, pet rent, attorney's fees, property damage, or any other non-rent charge, except to the extent (if any) that your lease expressly defines such a charge as "additional rent" AND the law of [STATE] permits its inclusion in a statutory rent demand. When in doubt, non-rent items have been excluded to preserve the validity of this Notice.

3. Demand

WITHIN ** () calendar days** after service of this Notice, you are hereby required to **EITHER**:

(a) PAY the full sum of **** to Landlord at the place and in the manner set forth in Section 4 below; **OR**

(b) QUIT AND SURRENDER possession of the Premises to Landlord.

If you fail to do either, legal proceedings will be instituted against you to recover possession of the Premises, to declare the forfeiture of your lease or rental agreement, and to recover rents and damages, together with court costs and reasonable attorney's fees as permitted by your lease and applicable law.

4. Payment Instructions

Tender of the rent demanded may be made to:

- **Payee:** [PAYEE NAME]
- **Address:** [PAYMENT ADDRESS]
- **Hours for In-Person Payment:** Monday through Friday, 9:00 AM to 5:00 PM (excluding legal holidays)
- **Telephone:** [LANDLORD PHONE]
- **Accepted Payment Methods:** Personal Check; Cashiers Check; Money Order

Payment must be for the **full** amount stated above. Partial payment does not cure the default unless the full amount is tendered within the cure period.

5. Non-Waiver

Acceptance of any partial payment of rent after service of this Notice does **not** constitute a waiver of this Notice or of Landlord's right to proceed with eviction for the full amount due. Any partial payment accepted will be credited against the total amount owed but will not cure the default unless the full amount stated above is paid within the cure period. Landlord expressly reserves all rights, including the right to amend or re-serve this Notice if the demanded amount changes.

6. Forfeiture

Your failure to comply with this Notice within the time period specified will result in the forfeiture of your lease or rental agreement, and legal proceedings will be initiated to recover possession of the Premises, to declare the lease forfeit, and to recover all rents, damages, costs, and — to the extent permitted by law and your lease — reasonable attorney's fees.

7. Preservation of Tenant Defenses

Nothing in this Notice waives or forecloses any defense Tenant may have under applicable law, including but not limited to the implied warranty of habitability, repair-and-deduct rights, rent-withholding statutes, anti-retaliation statutes (e.g., Cal. Civ. Code §1942.5; N.J.S.A. 2A:42-10.10; RCW 59.18.240), or local rent-control / just-cause ordinances. Tenant is encouraged to consult an attorney or local legal-aid provider promptly.

Servicemembers Civil Relief Act and Fair Housing Compliance

SCRA (50 U.S.C. §3951). Landlord has taken reasonable steps to determine whether any Tenant is an active-duty servicemember entitled to protection under the Servicemembers Civil Relief Act. If any Tenant is an active-duty servicemember or a dependent thereof, eviction for nonpayment of rent not exceeding the statutory threshold may be stayed by the court for up to ninety (90) days.

Fair Housing Act (42 U.S.C. §§3601–3619). This Notice is served in accordance with Landlord's consistent eviction policy and not on the basis of race, color, national origin, religion, sex, familial status, disability, source of income (where protected), or any other protected characteristic. Landlord affirms compliance with the Federal Fair Housing Act and all applicable state and local fair-housing laws.

Governing Law

This Notice is governed by the laws of the State of [STATE] and, where applicable, the local ordinances of [CITY] and [COUNTY] County.

Signature

Executed on .

Landlord

PRINTED NAME

SIGNATURE

DATE

PROOF OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of [STATE] that I am over the age of eighteen (18) years and not a party to the within action. On , I served the foregoing **-Day Notice to Pay Rent or Quit** on the Tenant(s) named above by the method indicated below.

Property served: [PROPERTY ADDRESS], [CITY], [COUNTY] County, [STATE].

Tenant(s) served: [TENANT 1 NAME]

Personal Service. I personally delivered a true copy of the Notice to the Tenant(s) named above at the Premises.

- Date of service: _____
- Time of service: _____
- Person served: _____

I declare under penalty of perjury under the laws of the State of [STATE] that the foregoing is true and correct.

Person Who Served Notice

PRINTED NAME

SIGNATURE

DATE

Server's address: _____ **Server's telephone:**
