

# NOTICE TO PAY RENT OR QUIT

**TO:**

[Tenant full legal name(s)]

[Tenant current address]

**FROM:**

[Landlord full legal name]

[Landlord mailing address]

**DATE OF NOTICE:** [date notice was served]

**PROPERTY ADDRESS:**

**Street Address:** [property street address]

**Unit Number (if applicable):** [unit number]

**City:** [city]

**State:** [state]

**Zip Code:** [zip code]

## I. DEMAND FOR PAYMENT OR POSSESSION

You are hereby notified that you are in default of your rental agreement for the property located at the Property Address stated above. You owe rent in the amount of **[total amount of overdue rent]** for the period(s) from [start date of overdue rent period] to [end date of overdue rent period].

## II. REQUIRED ACTION

Within [number] days from the date this notice was served upon you, you must either:

1. Pay the full amount of overdue rent, totaling **[total amount of overdue rent]**, to the Landlord at [address where rent can be paid] or by [method of payment, e.g., electronic transfer to account number, etc.].
2. Vacate the premises and surrender possession of the property to the Landlord.

## III. FAILURE TO COMPLY

If you fail to pay the full amount of overdue rent or fail to vacate the premises within the specified [number] days, the Landlord will initiate legal proceedings to evict you from the property. This may result in a judgment against you for the overdue rent, court costs, attorney fees, and other damages as permitted by law.

#### **IV. NO RIGHT TO CURE**

Please be advised that, pursuant to the terms of your rental agreement and applicable law, you do not have the right to cure this default by paying the overdue amount and remain in the property. This notice serves as a demand for payment or possession, and failure to comply will result in the termination of your tenancy and the initiation of eviction proceedings.

#### **V. PARTIAL PAYMENT**

The Landlord will not accept partial payment of the overdue rent to stop the eviction process. Any partial payment tendered will not waive the Landlord's right to proceed with eviction actions.

#### **VI. LEGAL ACTION**

**This notice is intended to comply with all applicable state and local laws regarding notices to pay rent or quit. Nothing in this notice is intended to waive any rights or remedies available to the Landlord under the rental agreement or applicable law.**

#### **LANDLORD**

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

**Print Name:** [landlord full legal name]

**Date:** \_\_\_\_\_

**Address:** [landlord mailing address]

#### **PROOF OF SERVICE**

I, the undersigned, declare under penalty of perjury under the laws of the State of [state where notice is served] that on [date notice was served], I served the foregoing NOTICE TO PAY RENT OR QUIT on the Tenant(s) named therein, as follows:

**Method of Service (check one):**

By personally delivering a copy to [tenant full legal name] at the Property Address.

By leaving a copy with [name of person], a person of suitable age and discretion, at the Property Address, after attempting personal service.

By posting a copy in a conspicuous place on the Property Address, after attempting personal service and service by leaving a copy with a person of suitable age and discretion.

By mailing a copy by first-class mail, postage prepaid, to the Tenant(s) at the Property Address.

**Server's Name:** [server's full legal name]

**Server's Address:** [server's mailing address]

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

**Print Name:** [server's full legal name]

**Date:** \_\_\_\_\_