

EVICTIION NOTICE (NOTICE TO QUIT)

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Date: [DATE OF NOTICE]

From (the "Landlord"): [LANDLORD / PROPERTY MANAGER NAME], with a mailing address of [LANDLORD ADDRESS].

To (the "Tenant"): [TENANT NAME(S)] and all other occupants of the premises located at [PREMISES ADDRESS, INCLUDING UNIT NUMBER] (the "Premises").

Re: Notice to [CURE OR QUIT / PAY OR QUIT / QUIT] the Premises.

Recitals. The Landlord and Tenant are parties to a lease or rental agreement for the Premises dated [LEASE DATE] (the "Lease"). The Landlord gives this written notice (this "Notice") to demand that the Tenant correct a default, pay an amount due, and/or vacate the Premises as stated below. This Notice is a prerequisite step that may precede a formal eviction (unlawful detainer) lawsuit if the Tenant does not comply. **A notice does not by itself remove a tenant; only a court can order an eviction, and self-help removal is unlawful in most jurisdictions.** This Notice is intended to comply with the eviction-notice requirements of the law of [STATE] and any local ordinance applicable to the Premises.

1. Type of Notice and Default

1.1 **Type of notice.** This is a [Pay-or-Quit / Cure-or-Quit / Unconditional Quit / Notice of Non-Renewal] notice, selected because of the default or circumstance described in Section 1.2.

1.2 **Grounds.** The grounds for this Notice are: [DESCRIBE SPECIFICALLY — e.g. nonpayment of rent; a specific lease violation with the section and facts; unauthorized occupants or pets; nuisance or illegal activity; or end of tenancy where permitted]. The facts supporting the default are: [STATE DATES, AMOUNTS, AND SPECIFIC FACTS].

1.3 **Specificity.** Many jurisdictions require an eviction notice to state the grounds with particularity. The Landlord has described the default with the specificity intended to satisfy [STATE] law and will amend this Notice if more detail is required.

2. Amount Due (For Nonpayment Notices)

2.1 **Rent and charges demanded.** If this is a Pay-or-Quit notice, the Tenant owes the following past-due amounts: rent [\$RENT AMOUNT] for the period [PERIOD], plus [\$OTHER CHARGES, IF LAWFULLY INCLUDABLE], for a total of [\$TOTAL DEMANDED].

2.2 **Limits on what may be demanded.** Only amounts that may lawfully be demanded in a Pay-or-Quit notice under [STATE] law are included. Some jurisdictions limit the demand to unpaid rent and exclude late fees or other charges; the Landlord intends to comply with those limits.

2.3 How to pay. The Tenant may pay the amount due to **[NAME]** at **[ADDRESS]** by **[acceptable payment methods]** during **[DAYS/HOURS]**. Payment of the full amount within the cure period stated in Section 3 will reinstate the tenancy unless the Lease or applicable law provides otherwise.

3. Cure or Vacate Period

3.1 Period to comply. The Tenant has **[NUMBER] [days]** after service of this Notice to **[pay the amount due / cure the violation / vacate the Premises]**. This period is intended to meet or exceed the minimum required by **[STATE]** law for this type of notice; if the law requires a longer period, the longer period applies.

3.2 Counting days. Unless **[STATE]** law provides otherwise, the count begins the day after service. Some jurisdictions exclude weekends and legal holidays or add days for service by mail; the period will be calculated as required by applicable law.

3.3 Right to cure. Where **[STATE]** law gives the Tenant a right to cure a curable violation, timely and complete cure within the period will reinstate the tenancy. For an unconditional-quit notice based on serious conduct, no right to cure may be available, as permitted by law.

4. Demand to Vacate

4.1 Demand. If the Tenant does not **[pay / cure]** within the period in Section 3 (or if no cure is available), the Tenant and all occupants must vacate and surrender the Premises, returning all keys and access devices to the Landlord.

4.2 No self-help. The Landlord will not change the locks, remove the Tenant's belongings, shut off utilities, or otherwise remove the Tenant without a court order. Such self-help eviction is unlawful in most jurisdictions and may expose the Landlord to liability.

4.3 Court proceeding. If the Tenant does not comply, the Landlord may file an eviction (unlawful detainer) action seeking possession, unpaid amounts, and costs as allowed by law. The Tenant may have the right to appear and present defenses in that action.

5. Consequences of Non-Compliance

5.1 Possession. The Landlord may seek a court judgment for possession of the Premises.

5.2 Money owed. The Landlord may seek unpaid rent, damages, and (where the Lease and law allow) court costs and attorneys' fees.

5.3 Tenant record. An eviction judgment may affect the Tenant's rental and credit history. The Tenant is encouraged to seek legal advice and to contact local tenant-assistance resources promptly.

6. Service of Notice

6.1 Method of service. This Notice is served by **[personal delivery on the Tenant / leaving with a suitable person and mailing / posting on the Premises and mailing / certified mail / the method required by STATE law]**. Many jurisdictions specify exactly how an eviction notice must be served; the Landlord will use a permitted method.

6.2 Proof of service. The person serving this Notice will complete the proof of service below or a separate declaration, recording the date, time, manner, and place of service.

6.3 Effective date. This Notice is effective on proper service. Where mailing adds days, the cure-or-vacate period is extended accordingly.

7. General Provisions

7.1 Governing law. This Notice is governed by the laws of the State of **[STATE]** and any local eviction ordinance applicable to the Premises, which may impose additional notice, content, just-cause, or relocation requirements.

7.2 No waiver. Accepting a partial payment, or any delay in enforcing this Notice, does not waive the default or the Landlord's rights unless the Landlord agrees in writing. Conversely, accepting full rent after default may waive the Notice in some jurisdictions; the Landlord will act consistent with applicable law.

7.3 Reservation of rights. The Landlord reserves all rights and remedies under the Lease and applicable law. This Notice is not an election of remedies and does not terminate the Tenant's obligation to pay amounts owed.

7.4 Severability. If any provision of this Notice is held invalid, the rest remains in effect, and the Notice will be construed to comply with applicable law to the greatest extent possible.

7.5 Counterparts and electronic signature. This Notice may be signed and served in counterparts and, where permitted for eviction notices in **[STATE]**, by electronic signature.

LANDLORD / AGENT

Signature: _____

Printed name: **[NAME]**

Title: **[OWNER / PROPERTY MANAGER / AGENT]**

Date: _____

PROOF OF SERVICE

I, **[SERVER NAME]**, declare that on **[DATE]** at **[TIME]** I served this Notice on the Tenant at **[PREMISES ADDRESS]** by the following method: **[personal delivery / substituted service and mailing / posting and mailing / certified mail]**. I am over the age of 18 and not a party to this matter.

PERSON SERVING NOTICE

Signature: _____

Printed name: **[NAME]**

Title (if any): **[N/A]**

Date: _____

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