

Eviction Notice

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EVICTON NOTICE

1. NOTICE DATE

1.1. Date of Notice: [DATE]

2. PARTIES

2.1. Landlord/Agent: [LANDLORD NAME]

2.2. Landlord Address for Notices: [LANDLORD MAILING ADDRESS]

2.3. Tenant(s): [TENANT NAME(S)]

2.4. Premises (Address): [PREMISES ADDRESS]

2.5. City: [CITY], State: [STATE], Zip: [ZIP CODE]

3. NOTICE TYPE (SELECT AND COMPLETE THE APPLICABLE SECTION)

[SELECT NOTICE TYPE: PAY RENT OR QUIT / CURE OR QUIT / UNCONDITIONAL QUIT / TERMINATION NOTICE]

3.1. Pay Rent or Quit (Nonpayment of Rent)

- Applicable if the tenant has failed to pay rent when due.

- Amount Due: [RENT AMOUNT]

- Rent Due Date(s): [RENT DUE DATE(S)]

- Late Fee (if any): [LATE FEE AMOUNT]

- Days to Pay or Vacate: [NUMBER OF DAYS] days from service of this Notice (i.e., on or before [PAYMENT DEADLINE DATE]).

- Remedy: Pay the total Amount Due to the Landlord at [LANDLORD PAYMENT ADDRESS OR INSTRUCTIONS] within the time stated, or vacate and surrender possession.

3.2. Cure or Quit (Breach of Lease Other Than Nonpayment)

- Description of Breach: [DESCRIPTION OF LEASE VIOLATION — e.g., unauthorized occupant, pets, illegal activity]

- Days to Cure or Vacate: [NUMBER OF DAYS] days from service of this Notice (i.e., on or before [CURE DEADLINE DATE]).

- Remedy: CURE the stated breach as described above by the date stated, or vacate and surrender possession.

3.3. Unconditional Quit (Serious or Repeated Violations)

- Grounds for Unconditional Quit: [DESCRIPTION OF SERIOUS VIOLATION(S) — e.g., repeated drug activity, substantial damage]

- Vacate Date: Tenant must vacate and surrender possession on or before [VACATE DATE], without opportunity to cure.

3.4. Termination of Tenancy (Month-to-Month or Other Termination)

- Effective Termination Date: Tenant must vacate and surrender possession on or before [TERMINATION DATE].

- Reason for Termination (optional): [REASON — if required by law]

4. DETAILS OF DEFAULT AND DEMAND FOR ACTION

4.1. Specifics: Landlord alleges the Tenant has breached the lease as described in Section 3 above. The

Tenant is hereby notified to take the action stated in the selected Notice Type by the applicable deadline.

4.2. Amounts Due (if applicable): As of [DATE], Total Due: [TOTAL AMOUNT DUE] (rent [RENT AMOUNT] + late fees [LATE FEE AMOUNT] + other charges [OTHER CHARGES]).

5. PAYMENT INSTRUCTIONS (IF APPLICABLE)

5.1. Payment Amount: [AMOUNT TO BE PAID]

5.2. Payable To: [PAYEE NAME]

5.3. Payment Address/Method: [PAYMENT ADDRESS OR ELECTRONIC PAYMENT INSTRUCTIONS]

5.4. Payment must be made in full by the Payment Deadline. Partial payments may not be accepted and will not prevent legal action unless Landlord accepts them in writing.

6. TERMINATION OF TENANCY AND POSSESSION

6.1. If Tenant does not comply with this Notice by the applicable deadline, Landlord may pursue all legal remedies to recover possession of the Premises, including filing an unlawful detainer or eviction action in the appropriate court.

7. LANDLORD REMEDIES; NO WAIVER

7.1. Pursuit of any remedy by the Landlord does not constitute a waiver of any other remedy available at law or equity.

7.2. Acceptance of rent or any partial payment after service of this Notice does not waive Landlord's right to seek possession for the breach unless Landlord provides a written waiver signed by Landlord.

8. ATTORNEY FEES AND COSTS

8.1. If the lease or applicable law provides for recovery of attorney fees and costs, Tenant may be liable for reasonable attorney fees and costs incurred by Landlord in enforcing Landlord's rights.

9. GOVERNING LAW

9.1. This Notice is governed by the laws of the State of [STATE]. Timelines and procedures are subject to local and state law; consult applicable statutes.

10. SEVERABILITY

10.1. If any provision of this Notice is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT AND SIGNATURE

11.1. Landlord/Agent Signature: _____

Printed Name: [LANDLORD NAME OR AGENT NAME]

Title (if applicable): [TITLE]

Date Signed: [DATE]

12. CERTIFICATION OF NOTICE DELIVERY / PROOF OF SERVICE (COMPLETE ONE METHOD USED)

12.1. Personal Service

I declare under penalty of perjury under the laws of the State of [STATE] that I served the foregoing Notice by personally delivering a copy to the Tenant(s) named above at the Premises address on [DATE AND TIME OF SERVICE].

Server Name: [SERVER NAME]

Server Signature: _____

Date: [DATE]

12.2. Substitute Service

I served the foregoing Notice by delivering a copy to [NAME OF PERSON WHO ACCEPTED] at the Premises and leaving it in a conspicuous place on [DATE AND TIME OF SERVICE], and by mailing a copy to the Tenant at [PREMISES ADDRESS] by first-class mail on [MAIL DATE].

Server Name: [SERVER NAME]

Server Signature: _____

Date: [DATE]

12.3. Service by Mail and Posting

I served the foregoing Notice by posting a copy on the main entry of the Premises on [POSTING DATE] and by mailing a copy to the Tenant at [PREMISES ADDRESS] by first-class mail on [MAIL DATE].

Server Name: [SERVER NAME]

Server Signature: _____

Date: [DATE]

12.4. Other Method (Describe): [DESCRIPTION OF OTHER DELIVERY METHOD]

Server Name: [SERVER NAME]

Server Signature: _____

Date: [DATE]

13. NOTICE TO TENANT(S)

13.1. IMPORTANT: This Notice is the first step in the eviction process. Failure to comply may result in court action, judgment for possession, money judgment, and eviction. Tenant may have defenses or rights under state or local law. Tenant should consult applicable statutes or an attorney promptly.

14. OPTIONAL: ADDITIONAL TERMS (IF APPLICABLE)

14.1. Security Deposit Application (if claiming damages): Landlord may retain or apply part or all of the security deposit for unpaid rent, unpaid utilities, cleaning, repairs, or other lawful charges in accordance with the lease and [STATE] law.

14.2. Mitigation of Damages: Landlord will take reasonable steps to mitigate damages in accordance with applicable law.

15. CHECKLIST FOR LANDLORD BEFORE SERVICE (INSTRUCTIONS)

15.1. Confirm the correct Notice Type and applicable statutory period in [STATE] and local law.

15.2. Complete all bracketed fields: names, addresses, dates, amounts, and server information.

15.3. Do not alter required statutory language if state law prescribes specific wording.

15.4. Keep a copy of this Notice and proof of service for court use.

16. DISCLAIMER

16.1. This template is provided for general informational purposes only and does not constitute legal advice. Laws governing evictions vary by state, county, and city. Landlords should consult an attorney or local legal resources to ensure compliance with all applicable statutes, ordinances, and court rules prior to serving this Notice.

END OF NOTICE

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.