NOTICE OF INTENT TO TERMINATE RIGHT OF OCCUPANCY IF RENT, UTILITIES OR OTHER SUMS ARE NOT PAID

_____ _____
Date

_____
_____
_____
_____
_____

_____
(Names of all residents)

_____
(Street address and dwelling unit number, if applicable)

_____
(City, State, Zip)

Re: Notice of intent to terminate right of occupancy regarding

TAA Lease Contract signed _____

between residents named above, and _____

_____ (owner)

Dear Resident(s):

Since you have not paid all m rent, m utilities and/or m other sums due under your lease contract, we intend to terminate your right of occupancy and possession under paragraph 32 of your TAA Lease Contract. If you do not pay all unpaid sums within 3 days from delivery of this notice, we intend to send a notice to vacate. The unpaid sums due are described as follows:

_____

_____

If you receive a notice to vacate because of such non-payment, the notice will require you to move out within 24 hours of receipt of the notice. Failure to vacate can result in appropriate legal action before the Justice of the Peace.

IF YOU WISH TO AVOID THIS TERMINATION OF YOUR OCCUPANCY RIGHTS, YOU WILL NEED TO PAY ALL PAST DUE SUMS AND POSSIBLY MAKE A MUTUALLY AGREEABLE INCREASE IN YOUR SECURITY DEPOSIT. PLEASE CONTACT US IMMEDIATELY.

_____
Date notice was given by the method checked below

_____
Signature of owner's representative

_____
Telephone Fax

The notice was: (check at least one)

- ❒ hand delivered to any one of the residents named above;
- ❒ hand delivered to any person 16 or older residing in the dwelling;
- ❒ posted on the inside of the dwelling's main entry door (not the screen door)
- ❒ sent by first class mail;
- ❒ sent by certified mail, return receipt requested; or
- ❒ sent by registered mail.

Commentary. *This form is specifically designed for use when the resident is not paying small sums such as utility allocation or submeter charges, hot check charges, late fees, animal charges, etc. It can also be used when rent hasn't been paid. The form does not actually terminate possession—it only threatens to do so in the future. The last paragraph in the letter is intended to convince the resident to pay without the drastic steps of notice to vacate and eviction—which the resident probably does not want any more than you do.*

The key to utility bill collections is to give this notice quickly. Don't let the unpaid utility bills accumulate any longer than you would let rent remain unpaid before threatening or starting the eviction process.

PRO TIP