

EVICTIION NOTICE (NOTICE TO QUIT)

1. 1. Parties and Premises

TO: [TENANT NAME(S)] and all other occupants in possession of the premises located at [FULL PROPERTY ADDRESS, INCLUDING UNIT NUMBER, CITY, STATE, ZIP] (the "Premises"). FROM: [LANDLORD OR PROPERTY MANAGER NAME], [LANDLORD ADDRESS], [LANDLORD PHONE], [LANDLORD EMAIL] (the "Landlord"). This notice concerns the written or oral rental agreement dated [LEASE DATE] under which you occupy the Premises (the "Lease"). If the person serving this notice is an agent, property manager, or attorney rather than the owner, that person is identified as follows: [AGENT NAME, TITLE, AND CONTACT INFORMATION]. Some jurisdictions require the notice to identify the owner of record, the person authorized to receive rent, and the address where payment may be delivered in person — confirm what your state and local rules require and complete those fields before serving.

2. 2. Type of Notice Being Given

This is a [SELECT ONE: NOTICE TO PAY RENT OR QUIT / NOTICE TO CURE OR QUIT / UNCONDITIONAL NOTICE TO QUIT / NOTICE OF TERMINATION OF MONTH-TO-MONTH TENANCY]. A notice to pay rent or quit demands payment of past-due rent within the period stated below or surrender of the Premises. A notice to cure or quit demands that a specific Lease violation be corrected within the period stated below or that the Premises be surrendered. An unconditional notice to quit demands that the Premises be surrendered without any opportunity to cure, and is permitted only in the limited circumstances allowed by applicable law. A notice of termination of a month-to-month tenancy ends the tenancy on the date stated below without alleging any fault by the Tenant. Delete the options that do not apply so that only one type of notice is being given in this document.

3. 3. Amount of Rent Due and Period Covered

If this is a notice to pay rent or quit: you are in default on rent for the Premises in the total amount of \$[TOTAL AMOUNT DUE], covering the rental period(s) from [START DATE OF UNPAID PERIOD] through [END DATE OF UNPAID PERIOD], itemized as follows: [ITEMIZATION — e.g., base rent for [MONTH] \$[AMOUNT]; base rent for [MONTH] \$[AMOUNT]]. Additional charges claimed, if any, are itemized separately as: [LATE FEES, UTILITY CHARGES, OR OTHER SUMS AND THE BASIS FOR EACH]. Some jurisdictions permit a notice to demand only unpaid rent and not late fees or other charges, and a notice that demands more than is legally owed can be held defective — verify what may lawfully be included where the Premises are located and remove anything that may not. Payment must be delivered to [NAME OF PERSON AUTHORIZED TO RECEIVE PAYMENT] at [PAYMENT ADDRESS] or by [ACCEPTED PAYMENT METHODS] during the hours of [DAYS AND HOURS PAYMENT IS ACCEPTED].

4. 4. Lease Violation and How to Cure It

If this is a notice to cure or quit: you are in violation of the Lease as follows: [SPECIFIC DESCRIPTION OF THE VIOLATION, INCLUDING DATES, LOCATIONS, AND THE SECTION OF THE LEASE BREACHED]. To cure this violation you must take the following specific action(s) on or before the deadline stated in Section 5: [EXACT STEPS REQUIRED TO CURE — e.g., remove the unauthorized occupant or animal from the Premises, discontinue the described conduct, repair or pay for the described damage in the amount of \$[AMOUNT]]. Describe the violation with enough detail that the Tenant, and later a judge, can tell precisely what conduct is alleged and precisely what would resolve it; vague allegations are a common reason notices are held insufficient. If the violation is one that applicable law treats as incurable, state the legal basis relied on here: [BASIS FOR

ISSUING AN UNCONDITIONAL NOTICE], and confirm that basis is actually available under the law of your jurisdiction before proceeding.

5. 5. Deadline to Comply or Surrender Possession

You must [PAY THE AMOUNT STATED IN SECTION 3 / CURE THE VIOLATION DESCRIBED IN SECTION 4 / VACATE AND SURRENDER THE PREMISES] on or before [DEADLINE DATE], which is [NUMBER OF DAYS] days after service of this notice as required by [APPLICABLE STATE OR LOCAL LAW CITATION]. Do not assume a number here. The required notice period is set by statute and sometimes by local ordinance, it differs by the type of notice being given, and it may exclude weekends, court holidays, or the day of service, or add days when the notice is sent by mail. Calculate the deadline under the rules that apply to the Premises and enter the resulting calendar date above. If the Tenant fully pays or fully cures within the stated period, this notice is satisfied and the tenancy continues on the existing terms unless the Lease or applicable law provides otherwise.

6. 6. Consequences of Failure to Comply

If you do not [PAY / CURE / VACATE] on or before the deadline stated in Section 5, the Landlord may file an eviction action against you in the [COURT NAME AND COUNTY] seeking possession of the Premises, unpaid rent and other amounts owed under the Lease, court costs, and, where the Lease or applicable law allows, attorney fees. An eviction judgment may appear in public court records and in tenant screening reports, which can affect your ability to rent in the future. The Landlord reserves all rights and remedies available under the Lease and applicable law, and acceptance of any partial payment does not waive this notice or reinstate the tenancy unless the Landlord agrees in writing. Nothing in this notice waives the right of the Landlord to pursue amounts owed that are not listed above.

7. 7. This Notice Is Not a Court Order; No Self-Help Removal

This document is a notice from the Landlord. It is not a court order, it is not a judgment, and it does not by itself give anyone the right to remove you or your belongings from the Premises. Only a court can order a tenant removed, and in nearly every state only a sheriff, marshal, constable, or similar officer may carry out that order. The Landlord will not change the locks, remove doors or windows, remove the belongings of the Tenant, shut off or interfere with electricity, gas, water, heat, or other utilities, or otherwise attempt to force the Tenant out without a court order. So-called self-help evictions and utility shutoffs are illegal in most states and commonly expose a landlord to statutory damages, the attorney fees of the tenant, and other penalties. If you have questions about your rights, you may wish to contact a local legal aid organization, tenant assistance program, or attorney promptly, because the deadline above is short.

8. 8. Compliance With State and Local Law, Retaliation, and Fair Housing

The Landlord intends this notice to comply with all applicable state and local requirements governing the form, content, notice period, and service of a termination notice. Many jurisdictions publish a mandatory or court-approved form, require specific statutory language or informational attachments, require registration of the rental unit, or require a separate pre-notice step before a termination notice may be served; some jurisdictions also require a stated just cause for termination. Verify each of these requirements for the location of the Premises before service. This notice is not issued in retaliation for the Tenant requesting repairs, reporting a code or health violation, contacting a government agency, organizing or joining a tenant association, or exercising any other legal right, and it is not based on race, color, religion, sex, familial status, national origin, disability, or any other characteristic protected by federal, state, or local fair housing law. Retaliatory and discriminatory terminations are unlawful and are a defense a tenant may raise in court.

9. 9. Method of Service

This notice was served by the method checked below, which the server believes is permitted for this type of notice in this jurisdiction: ☐ Personal delivery to the Tenant named above; ☐ Delivery to a person of suitable age and discretion residing at or occupying the Premises, together with mailing a copy to the Tenant at the Premises; ☐ Posting a copy in a conspicuous place at the Premises together with mailing a copy to the Tenant at the Premises; ☐ Certified or registered mail, return receipt requested, to [MAILING ADDRESS]; ☐ First-class mail to [MAILING ADDRESS]; ☐ Other method permitted by applicable law: [DESCRIBE]. Permitted service methods, the order in which they must be attempted, and whether extra days must be added when a notice is mailed are all governed by state and local law and vary considerably. Serving by a method that is not authorized is one of the most common reasons an eviction case is dismissed, so confirm the rules before choosing a method, and keep the mailing receipt, return receipt, photographs of a posting, or other evidence of delivery with your file.

10. 10. Signature and Certificate of Service

LANDLORD OR AUTHORIZED AGENT: Signature: _____. Printed Name: [NAME]. Title / Capacity: [OWNER, PROPERTY MANAGER, OR ATTORNEY]. Date Signed: [DATE]. CERTIFICATE OF SERVICE: I, [NAME OF PERSON WHO SERVED THE NOTICE], declare that I am over the age of eighteen and not a party to this matter, and that on [DATE OF SERVICE] at approximately [TIME OF SERVICE] I served the foregoing notice on [TENANT NAME(S)] at [ADDRESS WHERE SERVICE OCCURRED] by the method indicated in Section 9. If a copy was mailed, it was deposited with the United States Postal Service, postage prepaid, on [MAILING DATE] addressed to [MAILING ADDRESS]. Signature of Server:

_____. Printed Name: [SERVER NAME]. Address: [SERVER ADDRESS]. Date: [DATE]. Some courts require this declaration to be sworn, notarized, or made under penalty of perjury in specific statutory wording — check the local requirement and adjust this block accordingly. Keep the original signed certificate and a copy of the served notice; you will likely need to file them with the court.

11. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Eviction is governed by state statutes and local ordinances that control the required notice period, the mandatory content and wording of the notice, whether a tenant must be offered a chance to cure, the permitted methods of service, and in many places the use of a specific court-approved form. Those rules change and differ sharply from one jurisdiction to the next, and a defective notice generally means the case is dismissed and the process starts over. Do not serve this document without verifying every deadline and requirement against the law where the property is located, and consider having a licensed attorney in your state review it first. Downloading or using this template does not create an attorney-client relationship with ScanContract.