



TO: Residential Owners and Managers

FROM: Michael King (865) 525-0880 mjk@painebickers.com

SUBJECT: Tennessee Eviction Procedures & Notices (NON-URLTA)

DATE: October 1, 2018

As part of our representation of your property, we have enclosed a complimentary package of default notices for your use. Because of the location of your property, T.C.A. § 66-7-109 governs the relationship between you and your tenant. We recommend using these notices of default unless your lease requires a longer time for lease terminations. Please note:

Exhibits 1 – 5 Apply to Conventional Units

Exhibits 6 – 10 Apply to Subsidized Units

While this package is intended to assist you in drafting termination notices it is not a substitute for legal advice. Before issuing a notice of default to any tenant, it is important to not only be familiar with the law, but also with the terms and conditions of the lease agreement. If you have any questions about an eviction or use of these notices, please feel free to call our office.

There are five types of notices available to landlords under T.C.A. § 66-7-109:

- the 14-day for certain types of curable defaults;
- the 14-day for repeat curable defaults;
- the 30-day for non-emergency defaults; and
- the 14-day for violence or threats to health, safety or welfare to persons or property (where tenant is mentally or physically disabled)
- the 3–day for violence or threats to health, safety or welfare to persons or property (where tenant is NOT mentally or physically disabled)

When considering the notice to issue to a tenant, please do not hesitate to contact us for advice. If you desire, we can draft the notice for your signature or issue the notice on our letterhead.

I. 14 DAY NOTICES FOR CURABLE DEFAULTS

The statute requires written notice where the tenant has failed to pay rent or damaged the unit beyond normal wear and tear.

The tenant has 14 days within which to pay the amount owed or the landlord may terminate the lease on the 14th day. The tenant will cure the default by paying the money owed to the landlord.

A proper 14 day notice for nonpayment of rent or damage beyond normal wear and tear should include:

- The amount owed;
- Notice that the tenant has 14 days within which to cure the breach by paying the amount owed; and
- Notice that if the tenant fails to cure the breach within 14 days, the lease will terminate on the fourteenth day.

The notice should also include language indicating that the tenant has the right to discuss the notice with management and the right to defend against an eviction action in court. Finally, for subsidized properties or properties accepting HUD vouchers, the tenant has a right to meet with management within ten (10) days to discuss the eviction.

Please see **Exhibit '1' (Conventional) or Exhibit '6' (Subsidized)** attached hereto as an example of a 14-day notice for nonpayment of rent or damage beyond normal wear and tear.

II. 14 DAY NOTICES FOR REPEATED DEFAULTS FOR NONPAYMENT OF RENT OR DAMAGE BEYOND NORMAL WEAR AND TEAR

The second type of default notice available to landlords is the 14 day notice for repeat violations. A 14-day notice is used after a tenant has previously received a 14 day notice for nonpayment of rent or damage beyond normal wear and tear and the tenant commits substantially the same breach within six (6) months of the prior notice. The tenant is not given the right to cure this violation.

A proper 14-day notice under Tennessee law will include all of the following:

- A description of the act and/or omission that constitutes the most recent breach of the least. This should include the date or dates that the act(s) occurred;

- Notice that the lease will terminate 14 days from the date of the notice; and
- Notice that if the tenant fails to vacate the unit within 14 days, legal proceedings will begin.

The notice should also include language indicating that the tenant has the right to discuss the notice with management and the right to defend against an eviction action in court. Finally, for subsidized properties or properties accepting HUD vouchers, the tenant has a right to meet with management within ten (10) days to discuss the eviction.

Please see **Exhibit '2' (Conventional) or Exhibit '8' (subsidized)** attached hereto as an example of a 14-day notice for repeated curable violations.

III. 30 DAY NOTICES FOR NON-CURABLE DEFAULTS

The third type of default notice available to landlords is the 30-day notice. A 30-day notice terminates the lease and does not provide the tenant an opportunity to cure the default. The notice states that the lease will terminate 30 days from the date of the notice.

Examples of non-curable defaults include drug possession or use on the property, housekeeping, noise violations, and non-violent criminal conduct of tenants, occupants or guests.

A proper 30-day termination notice under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease, including the dates the acts occurred;
- Notice that the lease will terminate 30 days from the date of the notice; and
- Notice that if the tenant fails to vacate the unit within 30 days, legal proceedings will begin.

Additionally, the notice should include language that the tenant has the right to discuss the notice with management and the right to defend against an eviction action in court. Finally, for subsidized properties or properties accepting HUD vouchers, the tenant has the right to meet with management within ten (10) days to discuss the eviction.

Please see **Exhibit '3' (Conventional) or Exhibit '9' (Subsidized)** attached hereto as an example of a 30-day notice for non-curable lease violations.

IV. **3-DAY EVICTION NOTICES FOR THREATS TO HEALTH, SAFETY AND WELFARE**

The 3-day termination notice for violence or threats to health, safety or welfare of persons or property is used when there is an appropriate lease violation and the tenant does not suffer from a physical or mental disability.

The 3-day notice provides that the lease will terminate on the 3rd day following delivery of the notice to the tenant. There is no opportunity for the tenant to cure a 3-day default.

The 3-day termination is reserved for those lease violations that pose serious and immediate threats to people or property. The statute specifically states that a three day letter can be given when a tenant or any other person on the premises with a tenant's consent:

- (1) Willfully or intentionally commits a violent act;
- (2) Behaves in a manner which constitutes or threatens to be a real or present danger to the health, safety or welfare of the life or property of other tenants or persons on the premises;
- (3) Creates a hazardous or unsanitary condition on the property that affects the health, safety or welfare or the life or property of other tenants or persons on the premises.

Examples of 3-day violations include use or brandishing of a deadly weapon on the premises; threats of violence to management, staff or other tenants; commission of violent crimes on or off the property, starting fires in the unit; and extreme unsanitary conditions.

A proper 3-day termination notice under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease;
- Notice that the lease will terminate 3 days from the date the tenant receives the notice; and
- Notice that if the tenant fails to vacate the unit within three days, legal proceedings will begin.

Please see **Exhibit '4' (Conventional) or Exhibit '7' (Subsidized)** attached hereto as an example of a 3-day notice for threats to health, safety and welfare.

The 3-day termination notice does not relieve the landlord of its duty to obtain a judgment for possession of the premises from the court before taking back the unit. Therefore, if the tenant fails to vacate the unit within the time limit, the landlord must still file a detainer warrant and obtain a judgment from the court.

V. **14-DAY EVICTION NOTICES FOR THREATS TO HEALTH, SAFETY AND WELFARE**

The 14-day termination notice for violence or threats to health, safety or welfare of persons or property is used where the tenant has a mental or physical disability. The 14-day notice provides that the lease will terminate on the 14th day following delivery of the notice to the tenant. There is no opportunity for the tenant to cure a 14-day default.

The 14-day termination is reserved for those lease violations that pose serious and immediate threats to people or property. The statute specifically states that a fourteen day letter can be given when a tenant or any other person on the premises with a tenant's consent:

- (1) Willfully or intentionally commits a violent act;
- (2) Behaves in a manner which constitutes or threatens to be a real or present danger to the health, safety or welfare of the life or property of other tenants or persons on the premises;
- (3) Creates a hazardous or unsanitary condition on the property that affects the health, safety or welfare or the life or property of other tenants or persons on the premises.

Examples of 14-day violations include use or brandishing of a deadly weapon on the premises; threats of violence to management, staff or other tenants; commission of violent crimes on or off the property, starting fires in the unit and extreme unsanitary conditions.

A proper 14-day termination notice under Tennessee law will include all of the following:

- A description of the acts and omissions that constitute the breach of the lease;
- Notice that the lease will terminate fourteen days from the date the tenant receives the notice; and
- Notice that if the tenant fails to vacate the unit within fourteen days, legal proceedings will begin.

Please see **Exhibit '5' (Conventional) or Exhibit '10' (Subsidized)** attached hereto as an example of a 14-day notice for threats to health, safety and welfare.

The 14-day termination notice does not relieve the landlord of its duty to obtain a judgment for possession of the premises from the court before taking back the unit. Therefore, if the tenant fails to vacate the unit within the time limit, the landlord must still file a detainer warrant and obtain a judgment from the court.

VI. SUPPLEMENTAL NOTICES

Tenants often commit further lease violations while the 30-day time period is running. When a tenant under eviction commits additional lease violations, it is important to provide the tenant with proper notice of these additional defaults so that the landlord can proceed against the tenant for all breaches of the lease at trial. However, specific language is absolutely necessary so that the subsequent notices do not void the original notice. Therefore, it is always best to consult your attorney when you need to issue a notice of default to a tenant who has already received a termination notice. A subsequent notice may extend the time in which a tenant has to vacate the premises. If not drafted properly, a subsequent notice will render the original termination notice null and void.

VII. SERVING THE TENANT NOTICE

The tenant must be served the notice in accordance with the manner set forth in the lease and under Tennessee law. The letter must be signed by a representative of the landlord. The signature may be in ink or electronic. **Always** hand-deliver a copy of the notice to the Unit. If the tenant is not present, place the notice in an envelope and affix it to the door or slide it under the door. The date and time that the letter was hand-delivered should be noted in the file. A copy of the letter must also be retained.

In addition, a copy of the letter is mailed to the tenant. In most cases, the lease will set forth the manner the notice is mailed (i.e. regular, certified, etc.). If the lease requires certified or registered mail, the letter should be sent via both regular mail **and** the manner set forth in the lease.

I hope you find this summary of Tennessee law and examples of the various notices helpful. Please feel free to contact our office with questions regarding any of these notices. We will be happy to assist you in drafting notices or reviewing notices that you have drafted. Accordingly, if you have any questions or doubts about what needs to be contained in any notice, please let us know.

EXHIBIT 1
SAMPLE 14-DAY NOTICE OF CONDITIONAL TERMINATION OF LEASE

(NON-URLTA) - Conventional

APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE

DATE

VIA HAND DELIVERY
and U.S. MAIL

Tenant Name(s)
Address, Apartment Number
City, State, Zip

Re: 14- Day Notice of Conditional Termination of Lease

Dear (Tenant Name/s):

This notice is being delivered to you pursuant to Tennessee Code Annotated § 66-7-109 and the terms of your lease. You are in breach of your lease agreement for the following reasons:

_____ Failure to Pay rent

_____ Damage to Property Beyond Normal
Wear and Tear

Specifically, **on October 1, 2018 an inspection of your apartment revealed excessive damage to the apartment unit beyond normal wear and tear. You now owe \$_____ for repairs made to the unit.**

As a result of this lease violation, your Lease will terminate on the 14th day following your receipt of this Notice unless you completely cure the foregoing breach within these fourteen (14) days and supply satisfactory proof of the cure to management. If you do not cure the breach within fourteen (14) days of the date of this Notice, you must vacate your apartment, arrange for a move-out inspection with management, and turn in your keys within the next 14 days. Otherwise, your lease will terminate on (insert date), and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 2

**SAMPLE 14-DAY NOTICE – REPEAT DEFAULTS FOR NONPAYMENT OR DAMAGE BEYOND
NORMAL WEAR AND TEAR**

(NON-URLTA) – Conventional

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

DATE

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)
Address, Apartment Number
City, State, Zip

Re: 14-Day Notice of Termination of Lease for Repeat Violation

Dear (Tenant Name/s):

This notice is being delivered to you pursuant to Tennessee Code Annotated § 66-7-109 and the terms of your Lease. You are in breach of your lease agreement for the following reason(s):

_____ Failure to Pay rent

_____ Damage to Property Beyond Normal
Wear and Tear

Specifically, **you have been repeatedly caused damage to your apartment unit. Most recently, on October 1, 2018, you were burning multiple candles in your apartment which caught a portion of the carpet on fire. You have received a prior notice dated August 1, 2018 (copy enclosed) for previous damage to the apartment beyond normal wear and tear.**

As a result of your repeated failure to cure this lease violation, your Lease will terminate on the 14th day following your receipt of this Notice. For compliance with this Notice, you must vacate your apartment, arrange for a move-out inspection with management, and turn in your keys within the next 14 days. Otherwise, your lease will terminate on **(insert date)**, and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 3

SAMPLE 30-DAY NOTICE OF TERMINATION OF LEASE

(NON-URLTA) - Conventional

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

DATE

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)
Address, Apartment Number
City, State, Zip

Re: 30-Day Notice of Termination of Lease

Dear (Tenant Name/s):

This is to notify you that your lease is terminated effective in thirty (30) days following delivery of this letter to you, pursuant to Tennessee Code Annotated § 66-7-109(b). You are in breach of your obligations for the following reason(s):

_____ Noncompliance with Lease	_____ Drugs / Drug Related Activity
_____ Excessive Noise	_____ Unauthorized Person / Guest
_____ Damage to Property	_____ Disturbing / Harassing other Persons on the Property

Specifically, *on October 1, 2018 police were called to your apartment at 2 am due to excessive noise from the fifty people in your apartment.*

As a result of this violation, your lease will terminate thirty (30) days from the delivery of this notice. Accordingly, if you have not totally vacated your apartment with no damage to the unit, and returned keys to management by 5:00 P.M. on (insert date), legal proceedings will begin immediately to evict you.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 4

EXAMPLE OF 3 DAY NOTICE FOR THREATS TO HEALTH, SAFETY & WELFARE

NON-URLTA - Conventional

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

DATE

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)
Address
Apartment Number
City, State, Zip

Re: 3 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This letter is to notify you that your lease is terminated effective at the end of the third (3rd) day following delivery of this notice to you, pursuant to the terms of your Lease and T.C.A. §66-28-517, "*Termination by landlord for violence or threats to health, safety, or welfare of persons or property.*" You are in breach of your obligations under your lease for the following reasons:

_____ Drugs/Drug Related Activity	_____ Threats
_____ Assault	_____ Destruction of Property
_____ Criminal Activity	_____ Unsanitary Conditions

Specifically, ***this termination is based on your discharge of a firearm from the balcony of your apartment on or about October 1, 2018.***

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on **(insert date)**, legal proceedings will begin immediately to evict you. You have the right to discuss this notice with management and the right to defend against eviction proceedings in Court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 5

SAMPLE 14-DAY NOTICE OF TERMINATION OF LEASE – VIOLENCE OR THREATS

(NON-URLTA) - Conventional

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

DATE

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)
Address, Apartment Number
City, State, Zip

Re: 14- Day Notice of Termination of Lease

Dear (Tenant Name/s):

This letter is to notify you that your lease with (Apartment Name) is terminated effective at the end of the fourteenth (14th) day following delivery of this notice to you, pursuant to Tennessee Code Annotated § 66-7-109(a)(3). You are in violation of your lease agreement for the following reason(s):

- | | |
|-------------------------------|---|
| _____ Criminal Activity | _____ Drugs / Drug Related Activity |
| _____ Housekeeping | _____ Unauthorized Person / Guest |
| _____ Destruction of Property | _____ Disturbing / Harassing other
Persons on the Property |
| _____ Excessive Noise | _____ Fraud |

Other Reason: _____

(Set forth the specifics of the violence, or threats here. For example: your discharge of a firearm from your balcony on or about October 1, 2018.)

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on (insert date), legal proceedings will begin immediately to evict you. You have the right to discuss this Notice with management and the right to defend against eviction proceedings in Court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 6

SAMPLE 14-DAY NOTICE OF CONDITIONAL TERMINATION OF LEASE

(NON-URLTA) – Subsidized

APARTMENT NAME

ADDRESS

CITY, STATE, ZIP

(865) TELEPHONE

(DATE)

VIA HAND DELIVERY

and U.S. MAIL

Tenant Name(s)

Address, Apartment Number

City, State, Zip

RE: *Nonpayment of Rent Notice*

Dear (Tenant Name/s):

This notice is being delivered to you pursuant to Tennessee Code Annotated § 66-7-109 and the terms of your lease. You are in breach of your lease agreement for the following reason:

_____ Failure to Pay rent

_____ Damage to Property

Specifically, on October 1, 2018 an inspection of your apartment revealed excessive damage to the apartment unit beyond normal wear and tear. You now owe \$_____ for repairs made to the unit.

As a result of this lease violation, your Lease will terminate on the 14th day following your receipt of this Notice unless you completely cure the foregoing breach within these fourteen (14) days and supply satisfactory proof of the cure to management. If you do not cure the breach within fourteen (14) days of the date of this Notice, for compliance with this Notice, you must vacate your apartment, arrange for a move-out inspection with management, and turn in your keys within the next 14 days. Otherwise, your lease will terminate on (insert date), and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management.

You have ten (10) days to meet with management to discuss this letter. You have the right to defend against eviction proceedings in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceeds hereunder.

Very truly yours,

_____, Manager
XYZ Apartments

EXHIBIT 7

EXAMPLE OF 3 DAY NOTICE FOR THREATS TO HEALTH, SAFETY & WELFARE

NON-URLTA – Subsidized

APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE

DATE

VIA HAND DELIVERY
and U.S. MAIL

Tenant Name(s)
Address
Apartment Number
City, State, Zip

Re: 3 Day Notice of Termination of Lease

Dear (Tenant Name/s):

This letter is to notify you that your lease is terminated effective at the end of the third (3rd) day following delivery of this notice to you, pursuant to the terms of your Lease and T.C.A. §66-28-517, “*Termination by landlord for violence or threats to health, safety, or welfare of persons or property.*” You are in breach of your obligations under your lease for the following reasons:

_____ Drugs/Drug Related Activity	_____ Threats
_____ Assault	_____ Destruction of Property
_____ Criminal Activity	_____ Unsanitary Conditions

Specifically, **this termination is based on your discharge of a firearm from the balcony of your apartment on or about October 1, 2018.**

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on **(insert date)**, legal proceedings will begin immediately to evict you. You have the right to discuss this notice with management and the right to defend against eviction proceedings in Court.

All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord’s rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 8

**SAMPLE 14-DAY NOTICE – REPEAT DEFAULTS FOR NONPAYMENT OF RENT OR DAMAGE
BEYOND NORMAL WEAR AND TEAR**

(NON-URLTA) – Subsidized

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

(DATE)

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)

Address

Apartment Number

City, State, Zip

RE: 14-Day Notice of Termination of Lease for Repeat Violation

Dear (Tenant Name/s):

This notice is being delivered to you pursuant to Tennessee Code Annotated § 66-7-109 and the terms of your Lease. You are in breach of your lease agreement for the following reason(s):

_____ Failure to Pay rent

_____ Damage to Property

Specifically, **you have repeatedly caused damage to your apartment unit. Most recently, on October 1, 2018, you were burning multiple candles in your apartment which caught a portion of the carpet on fire. You have received a prior notice dated August 1, 2018 (copy enclosed) for previous damage to the apartment beyond normal wear and tear.**

As a result of your repeated failure to cure this lease violation, your Lease will terminate on the 14th day following your receipt of this Notice. For compliance with this Notice, you must vacate your apartment, arrange for a move-out inspection with management, and turn in your keys within the next 14 days. Otherwise, your lease will terminate on **(insert date)**, and legal proceedings will be brought to evict you.

You will continue to be liable for the payment of rent until you vacate the apartment and return possession to management.

You have ten (10) days to meet with management to discuss this letter. You have the right to defend against eviction proceedings in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 9

SAMPLE 30-DAY NOTICE OF TERMINATION OF LEASE

(NON-URLTA) – Subsidized

**APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE**

DATE

**VIA HAND DELIVERY
and U.S. MAIL**

Tenant Name(s)
Address
Apartment Number
City, State, Zip

Re: 30-Day Notice of Termination of Lease

Dear (Tenant Name/s):

This is to notify you that your lease is terminated effective in thirty (30) days following delivery of this letter to you, pursuant to Tennessee Code Annotated § 66-7-109(b). You are in breach of your obligations for the following reason(s):

- _____ Material Noncompliance With Terms of the Lease Agreement
- _____ Material Failure to Carry Out Obligations Under T.C.A. § 66-7-109(b)
- _____ Criminal and/or Drug Related Activity
- _____ Other Good Cause

Specifically, **On October 1, 2018 police were called to your apartment at 2 am due to excessive noise from the fifty people in your apartment.**

As a result of this violation, your lease will terminate thirty (30) days from the delivery of this notice. Accordingly, if you have not totally vacated your apartment with no damage to the unit, and returned keys to management by 5:00 P.M. on (insert date), legal proceedings will begin immediately to evict you.

You have ten (10) days to meet with management to discuss this letter. If an eviction is brought you have the right to defend against it in court. All payments of rents made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments

EXHIBIT 10

SAMPLE 14-DAY NOTICE OF TERMINATION OF LEASE – VIOLENT ACTS

(NON-URLTA) – Subsidized

APARTMENT NAME
ADDRESS
CITY, STATE, ZIP
(865) TELEPHONE

DATE

VIA HAND DELIVERY
and U.S. MAIL

Tenant Name(s)
Address, Apartment Number
City, State, Zip

Re: 14-Day Notice of Termination of Lease

Dear **(Tenant Name/s)**:

This letter is to notify you that your lease is terminated effective at the end of the fourteen (14th) day following delivery of this notice to you, pursuant to Tennessee Code Annotated § 66-7-109(a)(3). You are in violation of your lease agreement for the following reason(s):

_____ Criminal and/or Drug Related Criminal Activity

_____ Violent Act

_____ Hazardous and/or Unsanitary Condition

Other Reason: _____

Specifically, this termination is based on **(Set forth the specifics of the violence, or threats here. For example: your discharge of a fire arm from your balcony on or about October 1, 2018.)**

Accordingly, if you have not totally vacated your apartment with no damage to the unit and returned the keys to management by 5:00 p.m. on **(insert date)**, legal proceedings will begin immediately to evict you. You have the right to discuss this Notice with management and the right to defend against eviction proceedings in Court.

You have ten (10) days to meet with management to discuss this letter. All payments of rent made after the date of this letter are accepted only with a full reservation of the landlord's rights to proceed hereunder.

Sincerely,

_____, Manager
XYZ Apartments