

NOTICE OF INTENTION TO TERMINATE FOR NON-PAYMENT OF RENT (5 DAY NOTICE)

Date: ___/___/20__

TO: _____

FROM: _____

NOTICE IS HEREBY PROVIDED that your landlord has determined that you are in default of your obligations and in material breach of your lease due to your failure to pay rent and other obligations that have become due for your possession of the leased premises, as follows:

Rent:	\$ _____.		
Late Fees:	\$ _____.	Daily @	\$ _____.
Utilities:	\$ _____.		
Misc. Fee:	\$ _____.	Other Charges:	\$ _____.
TOTAL DUE:	\$ _____.		

DEMAND IS HEREBY MADE that you cure this default within five (5) calendar days of your receipt of this notice and/or return possession of the premises.

NOTICE IS FURTHER PROVIDED that the filing of an eviction lawsuit against you by your landlord is imminent due to your failure to timely pay your rent for the above-identified premises. If legal action is instituted, your landlord will likely be awarded a judgment for the above sum and an Order for the Constable/Sheriff to remove you from the property consistent with all appropriate Arizona and Federal laws. (Certain properties are covered by special rules which require a 30-day notice); It is also likely that you will be ordered to pay all court costs, attorney fees, and other fees in your rental agreement including rental concessions. This notice provides you an opportunity to resolve this matter prior to the initiation of legal action. To do so, you **must** contact your landlord immediately and deliver the full sum due or sign a partial payment agreement, if agreed to in writing by your landlord. PLEASE NOTE THAT YOU ARE REQUIRED TO PAY ALL PAST DUE FUNDS IN FULL AND IN THE FORMAT DESIGNATED IN YOUR LEASE AGREEMENT. YOUR ABILITY TO PAY ON THE PORTAL, IF APPLICABLE, MAY BE IMPACTED.

Additionally, your landlord expressly does not waive the right to bring an action against you for all unpaid rent from the date of your vacating the premises until such time as the property is re-rented or your fixed term lease expires, whichever comes first, and any additional damages owed to the landlord pursuant to the lease. If you are on a month-to-month tenancy, then you are liable for all unpaid rent from the date you vacate the property and an additional thirty-day period or the re-rent date, whichever comes first.

NOTICE IS FURTHER PROVIDED that your deposit **may not** be used for rent, the premises must be left in a clean and undamaged condition, and you are also liable for any lease break fees and rental concessions.

() Hand Delivered this date: ___/___/20__ () Certified Mail this date: ___/___/20__

Tracking No. _____

By: _____