Reset

CARES Act 30-Day Notice for Failure to Pay Rent

_____ _____
_____ _____
_____ _____
(_____)_____ (_____)_____
Tenant(s) Name / Address / Phone Landlord(s) or Agent's Name / Address / Phone

Notice Date: _____

You have not paid your rent. You owe the following rent:

Total owed $_____ as of this date: _____. *(Your deposit may not be used for rent.)*

The total includes:

A. Rent **$ _____**
1. Current month/week $ _____
2. Prior balance $ _____
3. Other $ _____ why _____.
(Must be listed in rental agreement. Add additional lines if needed for other charges listed in the rental agreement.)

B. Late fees and Penalties *(not allowed by the CARES Act)*

Total **$** 0.00

Your landlord may file an eviction action asking the judge to order you to move unless you do one of the following:

1. Pay the total owed within 30 calendar days of receiving* this notice.
2. Move out of the rental and **return the keys** to the landlord within 30 calendar days of receiving* this notice. (You may still be responsible for the total owed.)
3. Contact the landlord and settle this matter. It is best to get this agreement in writing signed by both you and the landlord.

Notice: The lease must be reinstated if you offer to pay all the rent due, plus court costs and attorney's fees before the judgment is signed.

**If this notice was hand-delivered, you have 30 calendar days to act from the date you or members of your household received the notice. If this notice was sent by certified mail, you have 30 calendar days to act from the date you signed the postal service green card or 10 calendar days from the date the envelope was post-marked, whichever comes first.*

If you do not pay the amount owed, move out of the rental and return the keys, or settle this matter (it is best to get this agreement in writing), the landlord may file an eviction action. If an eviction is filed, you have the right to appear in court and dispute the eviction action. After an eviction action is filed, and in order to reinstate the rental agreement, you may be required to pay damages, attorney fees, and court costs. The judge will decide if you have to move or can legally remain in the rental. If a judgment is entered against you, you may remain in the rental property only if the landlord agrees in writing to let you stay.

Date: _____ Signature: _____
☐ Landlord ☐ Agent

This notice is served by:
[ ] Hand delivery to (*name*):_____who is the [ ] tenant [ ] occupant
[ ] By certified mail (*mail receipt #*):_____