

Notice to Quit for Non-Payment of Rent

DATE: _____

TO: _____

FROM: _____

Your rent being in arrears, you are hereby notified to quit and deliver up on or before fourteen (14) days from receipt of this notice the premises you occupy as my tenant, to wit:

_____, and all appurtenances thereto.

If you remain on the premises on or after the date specified for termination, I will go to court and obtain permission to evict you. By law, a court is the final authority in every eviction and if you believe you are entitled to remain as tenant, you or your lawyer may present your case in court.

The reason for this notice is that you have failed to pay the rent due as follows:

Total Arrearage: \$ _____

If you are a tenant at will and have not received a Fourteen (14) Day Notice to Quit for Nonpayment of Rent within the twelve (12) months preceding you receipt of this Notice, you have a right to prevent termination of your tenancy by paying or tendering to your landlord, your landlord's attorney, or the person to whom you customarily pay your rent, the full amount of rent due within ten (10) days after your receipt of this Notice.

If you are a tenant under a written lease for a defined term and not a tenant at will, you have the right to prevent eviction for nonpayment of rent if you, on or before the day the answer is due in any action by the landlord to recover possession of the premises, pay or tender to your landlord, your landlord's attorney or the person to whom you customarily pay your rent, all rent then due, with interest and costs of suit.

If the neglect or refusal to pay the rent due was caused by a failure or delay of the Federal Government, the Commonwealth of Massachusetts or any municipality, or any departments, agencies or authorities thereof, in the mailing or delivery of any subsistence or rental payment, check or voucher other than a salary payment to either the tenant or the landlord, the court in any action by the landlord to recover possession of the premises shall continue the hearing not less than seven (7) days in order to furnish notice of such action to the appropriate agency and shall, if all rent due with interest and costs of suit has been tendered to the landlord within such time, treat the tenancy as not having been terminated.

If your tender of monies or payments does not comply with the requirements noted above or otherwise cure or excuse the breach as provided by law, any monies paid by you shall be accepted for use and occupation only of the premises and not for rent, and any payment shall not waive this notice or any subsequent eviction proceeding, nor shall it create or reinstate any tenancy.

In the event that Summary Process proceedings are commenced against you, you are herewith notified that you are required to produce this notice on the date and at the time of the trial of this matter.

Hereof Fail Not, or I shall take due course of Law to eject you from the same.

(signature)

(printed name)

_____ (address) _____ (town state zip)

(phone number)