

**NOTICE OF INTENT TO TERMINATE RENTAL
AGREEMENT FOR NON-PAYMENT OF RENT
(FIVE DAY NOTICE)**

To: _____
& Any/All Occupants

Date: _____

Please be advised that the filing of a lawsuit against you for Forcible Detainer by _____ (owner/management) is imminent because you have been in arrears on the payment of your rent for the above named premises since _____ in the amount of \$ _____. As provided in your rental agreement, this sum includes late charges of \$ _____ per _____, which will continue to accrue at that rate.

If legal action is instituted, not only is it likely that the court will award Judgment to the owner/management company for the above sum and order that you vacate the premise, but it is likely that you will be ordered to pay all court costs, attorney fees, and rental concessions.

We would like to give you an opportunity to resolve this matter prior to the initiation of legal action, it will save all involved time, energy and money. To do so, you must contact your property manager immediately and deliver the full sum due.

Absent the above action, be advised that, pursuant to **A.R.S. SEC. 12-1171(A)(1)**, it is hereby demanded that you surrender the above-described premises forthwith. If you have not complied with the demand for possession on the fifth (5th) day after notice herein, you will be deemed by law to be in forcible detainer.

Further, pursuant to **A.R.S. SEC. 33-1368(B)**, you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by management, result in the immediate termination of your rental agreement as of this date: _____, or five (5) days after receipt of this notice. Management 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. You are given notice herein that you shall be liable for said sums.

If you fail to pay the aforesaid sums, plus any additional late charges, within the time specified herein and continue to occupy the premises past the termination date, legal action will be brought against you for eviction and recovery of possession, monetary damages, reasonable attorney fees and court costs. Furthermore, if your occupancy beyond the termination date is intentional, then pursuant to **A.R.S. SEC. 33-1375**, as amended, you may also be subject to additional damages equal to twice your monthly rent or twice management's actual damages, whichever is greater. Please be further advised that your deposit may not be used for rent. Pursuant to **A.R.S. SEC. 33-1321**, the deposit or an itemization of damages will be sent to you at your forwarding address within fourteen (14) business days of your vacating the premises and return of all keys. The premises must be left in a clean and undamaged condition.

You are liable for the full term if your lease and will be held to the full term of your lease or until the premises are re-rented. 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. Furthermore, you are also liable for any lease break fees and rental concessions.

BY: _____

() Hand Delivered this date: _____

() Certified Mail this date: _____