

NOTICE TO VACATE FOR NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMS

Date

(Names of all residents)

(Street address and dwelling unit number, if applicable)

(City, State, Zip)

Re: Notice to vacate for non-payment of rent, utilities or other sums
TAA Lease Contract signed _____ between the residents
named above and _____ (owner)

Dear Resident(s):

Because you have not paid rent, allocated or submetered utilities, a utility bill for which you are responsible and/or other sums due under the lease on your dwelling unit, your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums due are as follows:

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59 p.m. on the _____ day of _____, _____. If you fail to move out by that time, we will file an eviction against you in Justice of the Peace court in compliance with applicable laws and rules. The court will then schedule a hearing to consider the facts in the case. Delay or postponement by us to take such action does not waive our rights. This notice to vacate is unconditional.

If you wish to discuss this notice or you vacating the dwelling, please contact us.

Date notice was given

Signature of owner's representative

Printed name

Phone number

Email address

CAUTION: New state, local or federal laws, rules or orders may impact requirements regarding content and delivery of this notice. Carefully read the commentary to this form and consider seeking legal counsel.

Commentary. When the delinquency is small, prior to sending this notice, consider sending the notice entitled "Notice of Intent to Terminate Right of Occupancy if Rent, Utilities or Other Sums Are Not Paid."

The notice to vacate is mandatory. A copy must be introduced into evidence at the eviction trial. Additionally, an owner should consider filling out the REDBOOK form "Proof of Delivery of Notice to Vacate to Resident" in conjunction with notice.

It is best to personally deliver the notice to the resident. If the notice is mailed, the return receipt from certified mail must be available as evidence. If the resident fails to accept or pick up a certified letter, the notice may still be valid.

Section 24.005(f-i) of the Property Code allows a notice to vacate to be posted on the outside of a dwelling's main entry door, in certain circumstances. Posting on the outside of the door is permitted when: (1) the dwelling has no mailbox and a keyless bolting device, alarm system or dangerous animal prevents entry; or (2) the owner reasonably believes harm to a person would result from personal delivery.

If an owner posts a notice on the outside of a door per the Property Code, it must contain the words "IMPORTANT DOCUMENT" on the face of the envelope. A copy of the notice must also be placed in the mail in the county in which the property is located by 5 p.m. the same day the notice is posted.

The owner should never terminate the "lease." Instead, the owner should only terminate the resident's "right of occupancy" and/or "right of possession." This notice to vacate form can also be used if a resident fails to pay a bill for allocated/submetered utilities or if electricity is prematurely transferred back into the owner's name by the resident.

The three-day statutory notice requirement does not apply when the parties have contracted by written lease for a shorter or longer period. Under paragraph 32.2 of the TAA Lease Contract and Section 24.005 of the Texas Property Code, the owner can give 24 hours written notice. See Section 24.005 of the Texas Property Code.

For properties participating in Texas Department of Housing and Community Affairs (TDHCA) programs, owners should be aware that TDHCA has promulgated a rule requiring certain items in any non-renewal or termination notice allowed under program rules. Under the rule, owners must provide: (1) the specific reason for the termination or non-renewal; (2) information on residents' rights under the Violence Against Women Act (VAWA), if the development is subject to VAWA; (3) information on how a person with a disability may request a reasonable accommodation in relation to such a notice; and (4) information on the appeals process if one is used by the property. See 10 TAC 10.610 (Tenant Selection Criteria).