



GROLMANLLP.COM | PUBLICADMINISTRATOR.ORG

IRA H. GROLMAN
FRANK T. EARLE III
STEVEN K. HEMINGWAY
JEFFREY R. LARNARD
WILLIAM P. ISENBERG
PATRICK M. GROULX

Date

Tenant's Name
Tenant's Address, Unit #
City, MA Zip Code

NOTICE TO QUIT TERMINATING TENANCY AT WILL
WITH OFFER OF NEW TENANCY PURSUANT TO G.L. C. 186, § 12

Dear Mr./Ms. Tenant's Last Name:

You are hereby notified to quit and deliver up at the expiration of that month next following after your receipt of this notice, the premises which you occupy, to wit:

The entire premises located at Tenant's Address, Unit #, City, Massachusetts, together with all the landlord's appurtenances thereto belonging.

If you remain in the above unit on the date specified for termination except and unless you accept the offer for a new tenancy contained herein, we may seek to enforce termination only by bringing an action in court, at which time you may present a defense.

This will also serve as notice to you, pursuant to G.L. c.186, § 12, that we are willing to establish a new tenancy with you for the same premises at a rate of (RENEWAL RENT) \$ _____.00 per month, with rent due on or before the first day of the month, commencing (COMMENCEMENT DATE) ____, 20__, under the same or similar terms and conditions contained in your prior Tenancy at Will Agreement, with the exception of the amount of the monthly rent.

You must accept this offer by signing the Notice of Intention which appears at the bottom of this Notice to Quit and returning it to our offices at ____, ____, Massachusetts on or before (DEADLINE DATE: Approximately 15 days after service of notice) ____, 20__. The inclusion of this offer shall not affect the validity of this notice if you fail to accept such offer. If you accept this offer, you will be expected to sign a Tenancy at Will Agreement on or before that date, with a commencement date of (COMMENCEMENT DATE) ____, 20__, and begin paying the amount of (RENEWAL RENT) \$ _____.00 for (FIRST MONTH OF NEW TENANCY), on or before the first of that month. Further, in order to accept this offer, you must not be in arrears in your rent. If we do not receive a signed and completed Notice of Intention on or before (DEADLINE DATE) ____, 20__, we will assume that you have rejected this

offer and plan to vacate the premises on or before the termination date set forth in this notice.

All monies paid by you hereafter will be accepted solely for the use and occupancy of the aforementioned premises and are received with a reservation of all the rights under this Notice to Quit in any eviction proceedings based thereon. No tenancy is intended to be created by the acceptance of such monies or by any other act or failure to act on our part except and unless you accept the offer of the new tenancy as stated above.

You are hereby notified to produce this notice at any court where this case may be heard.

Signature

I hereby accept the terms stated above and would like to renew my tenancy in accordance with the terms and conditions contained in this notice.

DATE: _____

Tenant Name

*** Please note: this sample form is provided for educational purposes only and should not be used without first consulting with an attorney about the specific facts of your case. The provision of this document or any collateral material is not intended to create, nor does it create, an attorney-client relationship.***