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Date

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

RENTAL PERIOD NOTICE TO QUIT

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

You are hereby notified to quit and deliver up at the expiration of that month next following 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.

The reason for this notice is: non-payment of rent. As of the above date, the amount of your arrearage balance is calculated as follows:

Table with 2 columns: Description, Amount. Rows: Month, year \$000.00; Month, year \$000.00; TOTAL DUE \$000.00

If you remain in the above unit on the date specified for termination, we may seek to enforce termination only by bringing a judicial eviction, at which time you may present a defense; you may be required to pay court costs and attorney's fees if it is instituted.

If you are a tenant at will and have not received a Notice to Quit for non-payment of rent within the twelve (12) months preceding your receipt of this Notice, you have a right to prevent termination by paying or tendering to 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 any tenders 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 after the date of this notice shall be accepted for use and occupation only and not for rent, shall not waive this notice or any subsequent eviction, nor shall it create or reinstate any tenancy. No tenancy is intended to be created by any other act or failure to act on the part of our client, including, but not limited to, the signing of any Lease, Occupancy Agreement or lease addendum, Occupancy Agreement or lease renewal and/or any other documentation,

whether in connection with any annual or interim recertification of household income and/or composition or otherwise. The service of this Notice to Quit or the reference herein to a "Lease," "Occupancy Agreement," "Occupancy Agreement Addendum," "landlord," "tenancy," or "lease" shall not be deemed to be a recreation of any tenancy, nor shall it operate as a waiver of any of our rights under any prior notices to quit, nor shall it operate as a waiver of any of our rights under any prior judgments or Agreements related to your occupancy upon the premises.

You have the right to discuss the proposed termination of your tenancy with your landlord at any time prior to the termination date set forth in this notice. If you request this discussion, the landlord agrees to discuss the termination with you. Persons with disabilities have the right to request reasonable accommodations to participate in the hearing process. If you are considered disabled under applicable state or federal laws, you have a right to a reasonable accommodation to resolve Occupancy Agreement violations if such violations were the result of any such disability.

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

### **NOTICE OF IMPORTANT RIGHTS**

Pursuant to the federal Fair Debt Collection Practices Act (15 USCS sec. 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty-day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and copy of such verification or judgment will be mailed to the consumer by the debt collector; and (3) upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. We are acting as a debt collector, pursuant to the federal Fair Debt Collection Practices Act. Any information obtained will be used for that purpose. The Federal Trade Commission has ruled that the federal Fair Debt Collection Practices Act does not preclude the institution of legal action prior to the expiration of the thirty-day period.

Very truly yours,

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Signature

\*\*\* 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.\*\*\*

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, SS. \_\_\_\_\_, \_\_\_\_\_

I, \_\_\_\_\_, on this day, \_\_\_\_\_, served the within names \_\_\_\_\_, a notice, (by giving to him/her in hand) (by leaving at his/her last and usual place of abode) (with any adult member of the household) the (original)(Copy) of the within notice.

Said service was made at \_\_\_\_\_, Massachusetts. Afterwards, on the same day, I mailed a second copy hereof to such place of abode.

\_\_\_\_\_  
Printed name of person serving

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\*\*\* 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.\*\*\*