

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

From: Landlord: \_\_\_\_\_

To: \_\_\_\_\_  
& Any/All Occupants  
Apartment number or address: \_\_\_\_\_

Date: \_\_\_\_\_

Please be advised that the filing of an eviction lawsuit against you by the landlord is imminent because you have been in arrears on the payment of your rent for the above named premises. 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. To do so, you must contact your property manager immediately and deliver the full sum due or sign a partial payment agreement if agreed to in writing by your landlord. Absent the above action, be advised that, pursuant to **A.R.S. 33-1368**, it is hereby demanded that you surrender the above-described premises or pay the entire amount owed within **FIVE days** from the date 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 and any additional damages owed to the landlord pursuant to the lease. Please be further advised that your deposit may not be used for rent. 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.

AMOUNT OWED:

RENT: \_\_\_\_\_ FOR THE MONTH(S) OF \_\_\_\_\_

PREVIOUS BALANCE: \_\_\_\_\_

TAX: \_\_\_\_\_

LATE CHARGES: \$ \_\_\_\_\_ (CALCULATED AT \$ \_\_\_\_\_ PER DAY AS OF THE \_\_\_\_ OF THE MONTH WHICH WILL CONTINUE TO ACCRUE AT SAID RATE UNTIL PAID IN FULL)

OTHER: \_\_\_\_\_

**TOTAL OWED AS OF THE DATE OF THIS NOTICE: \$ \_\_\_\_\_**

THIS NOTICE IS SERVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Name of person serving the notice)

(  ) Delivered in Hand to the Tenant or other occupant:

\_\_\_\_\_ (the name of the person who got the notice)

(  ) Certified Mail -Receipt Number: \_\_\_\_\_