

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

Delivery Date

(And 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 dated _____

between residents named above and _____

_____ (owner)

Dear Resident(s):

Because you have not paid rent, allocated or submetered utilities, an electric bill for which you are responsible 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. The unpaid sums due are described as follows: _____

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before midnight, the _____ day of _____, _____, which is at least three days from the delivery of this notice as noted below (four days if the notice was mailed). Your failure to move out then will result in appropriate legal action by us before the Justice of the Peace. Delay or postponement of such action does not waive our rights.

This notice to vacate is unconditional; however, if you wish to discuss possible reinstatement of your right to continue living in the dwelling, please contact us.

DATE notice was given by the method checked below

SIGNATURE of owner's representative

The notice was: *(check at least one)*

hand delivered to any one of the residents named above:

hand delivered to any person 16 or older residing in the dwelling:

posted on the inside of the dwelling's main entry door (not the screen door) that has a key less bolting device or keyless deadbolt on it:

sent by regular mail;
 sent by certified mail, return receipt requested; or
 sent by registered mail.

Commentary. When the delinquency is small, prior to sending this notice, consider sending the notice entitled "Notice of Intent to Terminate Lease if Rent, Utilities or Other Sums Are Not Paid" on REDBOOK page 235. If a notice to vacate is sent, the owner should retain a copy of the notice, since a copy may need to be shown to the JP at the eviction trial. It is best to personally deliver the notice to the resident. If the notice is mailed, the owner also should save the return receipt from certified or registered mail. If the resident fails to accept or pick up a certified letter, the notice is still valid. The owner should never terminate the "lease," since such termination cuts off the resident's liability for rent after the eviction date. Instead of terminating the "lease," the owner should terminate the resident's "right of occupancy." This form can 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 of the TAA Lease Contract, the owner can give 24 hours written notice. See Section 24.005 of the Property Code, REDBOOK page 375.