**NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT FOR NON-PAYMENT OF RENT (FIVE DAY NOTICE)
SECTION 8 AND OTHER SUBSIDIZED HOUSING RESIDENTS**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ UNIT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please be advised that the filing of an eviction lawsuit against you is imminent because you have been in arrears on the payment of your portion of rent for the above-named premises as follows:

Rent: \_\_\_\_\_\_\_\_\_\_\_\_ for the month of \_\_\_\_\_\_\_\_\_\_. A prior balance in the amount of $\_\_\_\_\_\_\_\_. Late Fees currently in the amount of $\_\_\_\_\_\_\_\_\_\_\_ which will continue to accrue at the rate of $\_\_\_\_ per day/week/month., and Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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 premises, but it is likely that you will be ordered to pay all court costs and attorney fees.

We would like to give you an opportunity to resolve this matter prior to the initiation of legal action. It will save all involved time, energy and money. To do so, you must contact your property manager immediately and deliver the full sum due.

Further, pursuant to ARS. Sec. 33-1368(B), you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by management, result in the immediate termination of your rental agreement. Owner/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. You are given notice herein that you shall be liable for said sums.

If you fail to pay the aforesaid sum, plus any additional late charges within the time specified herein and continue to occupy the premises past the termination date, legal action will be brought against you for eviction from the premises and monetary damages, reasonable attorney fees and court costs. Please be further advised that your deposit may not be used for rent. Pursuant to ARS 33-1321, the deposit or an itemization of damages will be sent to you at your forwarding address within fourteen (14) business days of your vacating the premises, returning all keys, and requesting an accounting. The premises must be left in clean and undamaged condition.

Name of Owner/Management Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You are liable for the full term of 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. LANDLORD WILL ENFORCE THIS NOTICE ONLY BY BRINGING JUDICIAL ACTION. IF JUDICIAL PROCEEDINGS ARE COMMENCED, YOU MAY PRESENT A DEFENSE AS

PROVIDED BY LAW. If requested by you within ten (10) days. management will meet with you to discuss this notice.

( ) Hand Delivered this date\_\_\_\_\_\_\_ AND ( ) Certified Mail this date: \_\_\_\_\_\_\_\_ AND

( ) Regular Mail this date: \_\_\_\_\_\_\_\_ AND ( ) a Copy mailed/faxed to Section 8 office **(if applicable)**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_