

Giving Your Tenant Notice of Termination

(*Do not use this form letter if your tenant owns their mobile home and rents only the lot from you.)

Note: Use these instructions and form letter to write a letter to the tenant. The letter will give notice to the tenant that you are terminating the rental agreement.

These instructions and form notice letter may not be right for your case. They cannot take the place of advice from a lawyer. Talk to a lawyer if you have **any** questions.

Do not change this form letter. If you change the form letter, you might lose language you need.

Do not use these instructions and form letter if you rent only a mobile home lot to the tenant.

If the tenant has a federal rent subsidy, these instructions and form letter may not be right for you. Your tenant may have additional protections under the federal housing program.

What form will I need?

You only need one form. The form is the form letter that follows these instructions. The form notice letter begins on page 8 of this packet.

Who can use this form letter?

You can use this form letter if the tenant has (at least one of the following):

- a month-to-month or week-to-week tenancy;
- not paid rent;
- received notice of a lease violation within the last 6 months and has committed substantially the same violation again;



- engaged or knowingly allowed any person to engage in an activity on the premises that creates a reasonable potential of damage to the rental or injury to neighbors (see Section 70-24-321(3), MCA);
 - an unauthorized pet or person living in the rental;
 - destroyed, defaced, damaged, impaired or removed any part of the premises;
 - refused to give you lawful access to the rental;
 - removed, replaced, or added a lock to the rental and not given you a key;
- OR**
- committed some other non-compliance or violation of the rental agreement.

You cannot use this form letter if you are renting only a parcel to the tenant for the tenant's own mobile home. But you can use this form letter if you are renting both the lot and the mobile home to the tenant.

After I give notice of termination, when does the tenant need to move?

The amount of time the tenant has to move out after you give notice to vacate depends on the reason given in the notice. In some situations the tenant has the right to remedy or fix the violation instead of moving out. See the chart below. The form letter you fill out will give the tenant notice of how much time they have to move out. Remember: if your rental agreement gives a longer notice time than this chart, you must give the tenant the notice time required by the rental agreement.

Do I have to give the tenant the opportunity to remedy the violation after receiving my notice of termination?

Maybe – it depends on the kind of violation alleged in the notice. Montana law

provides, “If the noncompliance [alleged in the notice of termination] is remediable by repairs, the payment of damages, or otherwise and the tenant adequately remedies the noncompliance before the date specified in the notice, the rental agreement does not terminate.” Section 70-24-422(1)(a), MCA.

<p>How Much Notice To Give The Tenant (In these situations, landlord has option to terminate or to allow tenant to remedy the violation.)</p>	
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Substantially the same violation recurring within six months of previous notice of violation 70-24-422(1)(e), MCA	5 days
If the tenant destroys, defaces, damages, impairs, or removes any part of the premises, or permits anyone else to do so 70-24-422(3), MCA	3 days
If the tenant creates a reasonable potential that the premises may be damaged, destroyed, or that neighbors may be injured, by engaging in or allowing others to engage in any unlawful activity on the premises, such as criminal production or manufacture of dangerous drugs, operation of an unlawful clandestine laboratory, gang-related activities, or unlawful possession of a firearm, explosive, or hazardous or toxic substance 70-24-422(4), MCA	3 days

<p>How Much Notice To Give The Tenant When Tenant has the Right to Remedy the Violation (In these situations, tenant has the right to remedy the violation.)</p>	
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Non-payment of rent 70-24-422(2), MCA	3 days to pay or vacate
Unauthorized pet or person 70-24-422(1)(b), MCA	3 days to remedy violation or vacate
Any other noncompliance or violation of the lease that is remediable 70-24-422(1)(a) and -(1)(d), MCA	14 days to remedy violation or vacate

What can I do if the tenant does not move out or fix the violation?

You can sue the tenant in court for possession of the rental if they have not moved out or fixed the violation in the time given in your notice of termination. You may not remove a tenant without a court order. You may not have someone else remove the tenant without a court order. You may not shut off the tenant's utilities or change the locks on the rental without a court order.

How do I use the form letter?

1 Complete the form letter and sign it

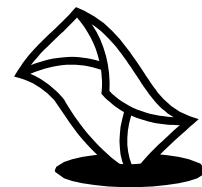
- Check the box or boxes that apply.
- Make sure all of the blanks on the form letter are filled in completely.
- Sign the form letter on the line that says “(sign your name).”

2 Make a copy

- Make one copy of the completed and signed letter for yourself. Keep the copy in a safe place. It may be important if you have to go to court.

3 Deliver the letter to the tenant

You may choose from among several ways to deliver the letter to the tenant, including:



- Hand-delivery of the letter to the tenant. If you choose this option, you must actually hand the letter to the tenant. The law does not allow you to tape it to the door to the rental, to leave it with a child or other person at the rental, or to leave it inside the rental. It is a good idea to bring two copies of the letter. If possible, ask the tenant to sign and date one copy of the letter as “received.” Keep that copy as proof that the tenant got your letter and give the tenant

the second copy. In case the tenant will not sign the letter, it is a good idea to bring someone with you when you hand-deliver it. That person can testify in court later if the tenant denies receiving your letter. If you choose to hand-deliver the letter, the notice period starts on the day after you hand the letter to the tenant. For example, if you hand-deliver a letter giving a 3-day notice on April 2, the tenant is not required to vacate until April 5.

or

- Mail the letter to the tenant, by first-class mail with a certificate of mailing, or by certified mail. Keep the receipt you get from the Postal Service. The receipt is your proof that you sent the letter. With a certificate of mailing, the tenant will not have to sign anything to get the letter.

If you choose to mail the notice, then the notice period begins to run on the 3rd day after the date that you mailed the letter. For example, if you mail a letter giving a 3-day notice on April 2, the tenant is not required to vacate until April 8 (April 2 + 3 days mailing = April 5 + 3 days notice = April 8).

or

- Email the letter to the tenant, if the tenant provided their electronic mail address in the rental agreement. Notice by email is complete upon receipt of a read receipt generated by an email system, or upon an email reply other than an automatically generated email reply.

In deciding how to deliver your letter to the tenant, it's a good idea to read the law -- Section 70-24-108, MCA. Keep in mind that if you end up filing a court action for possession of the rental you may have to provide proof

that you provided a notice of termination to the tenant.

Where can I get more information?

The laws of Montana are called the Montana Code Annotated or “MCA.” The laws about giving notice to a tenant to vacate are located in the MCA at Title 70, Chapter 24, Sections 108, 422, and Section 441. An easier way to write that is: § 70-24-422, MCA, and § 70-24-441, MCA. The symbol § means section. You can find the MCA at your local library, or online at <https://leg.mt.gov/bills/mca/index.html> or courts.mt.gov/library.

The letter to the tenant refers to specific sections of the law. It is a good idea to read those sections of the law before you give the letter to the tenant.



Where can I get legal help or more information?

These organizations may be able to help you:

- **Montana Landlords Association, Inc.** provides information to landlords. Call 406-219-1121, or go to www.montanalandlords.com.
- **Montana Legal Services Association (MLSA)** gives free legal help to low-income people. To find out if you qualify for MLSA, call the MLSA HelpLine at 1-800-666-6899 or apply online at mtlsa.org.
- **The State Bar Lawyer Referral and Information Service (LRIS)** refers people to Montana lawyers who might be able to help. Call LRIS at 1-406-449-6577, or go to montanabar.org.
- **The State Law Library** can help you find and use legal resources such as books, forms, and websites. You can visit the Law Library website at courts.mt.gov/library. Or you can contact a Reference Librarian through the website or at 1-406-444-3660.

Form Letter Begins on Next Page

Note: You can use this form letter if the tenant rents a house, room, apartment, or mobile home from you. Do not use this form letter if the tenant owns a mobile home and rents only the lot that it sits on from you.

Date: _____ (the date you mail or hand-deliver
the notice letter)

From (write your name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone)

To (write the tenant's name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone—optional)

Re: _____ (physical address of the rental
property)

Dear (write the name of the tenant) _____:

I am sending you this letter because (check the box next to the paragraph below
that fits the situation):

- You have a month-to-month tenancy and I am ending your tenancy in 30 days. You must move out within **30 days** after receiving this notice. Section 70-24-441(2), MCA.

You have a week-to-week tenancy and I am ending your tenancy in seven days. You must move out within **7 days** after receiving this notice. Section 70-24-441(1), MCA.

You have not paid your rent. If you don't pay the rent due within 3 days, I am ending your tenancy. You have **3 days** after you receive this notice to pay your rent in full, or to move out. Section 70-24-422(2), MCA. As of today, you owe me:

Rent: \$_____ (*write the total amount due*)

I previously gave you notice of a violation of the rental agreement within the last 6 months, and you have committed substantially the same violation again. The violation you have committed again is (*write the violation that the tenant committed*):

(*check this box if you are terminating the tenancy*) I am ending your tenancy in 5 days. You must move out within **5 days** after you receive this notice. Section 70-24-422(1)(e), MCA.

(*check this box if you are allowing tenant the opportunity to remedy the violation*) You have **5 days** after you receive this notice to remedy this violation by taking this action:

If you don't remedy the violation within the 5 days, then I am ending your tenancy and you must move out within 5 days after you receive this notice. Section 70-24-422(1)(a) and -422(1)(e), MCA.

You have engaged, or knowingly allowed someone else to engage in activity on the premises that creates a reasonable potential of damage or destruction to the rental or injury to neighbors, in violation of Section 70-24-321(3), MCA, including but not limited to any of the following activities (*check the box that applies*):

- Criminal production or manufacture of dangerous drugs, as prohibited by Section 45-9-110, MCA.
- Operation of an unlawful clandestine laboratory, as prohibited by Section 45-9-132, MCA.
- Gang-related activities, as prohibited by Title 45, chapter 8, part 4, MCA.
- Unlawful possession of a firearm, explosive, or hazardous or toxic substance.
- The following activity that is prohibited by law (*describe*):

(*check this box if you are terminating the tenancy*) I am ending your tenancy, and you must move out within **3 days** after you receive this notice. Section 70-24-422(4), MCA.

(*check this box if you are allowing tenant the opportunity to remedy the violation*) You have **3 days** after you receive this notice to remedy this violation by taking this action:

If you don't remedy the violation within the 3 days, then I am ending your tenancy and you must move out within 3 days after you receive this notice. Sections 70-24-422(1)(a) and -422(4), MCA.

You have an unauthorized pet or person living in your rental. (*Circle “person” or “pet” as applicable.*) You have **3 days** after you receive this notice to remove the unauthorized pet or person. If you don't remedy the violation within the 3 days, then I am ending your tenancy and you must move out within 3 days after you receive this notice. Sections 70-24-422(1)(a) and (b), MCA.

You have destroyed, defaced, damaged, impaired, or removed a part of the rental premises, or allowed someone else to do so, in violation of Sections 70-24-321(2) and 70-24-422(3), MCA. This is how you destroyed or damaged the rental (*write how the tenant destroyed or damaged the rental*):

(*check this box if you terminating the tenancy*) I am ending your tenancy in 3 days. You must move out within **3 days** after receiving this notice.

(*check this box if you are allowing tenant the opportunity to remedy the violation*) You have **3 days** after you receive this notice to restore the rental to its previous condition. If you don't restore the rental within the 3 days, then I am ending your tenancy and you must move out within 3 days after you receive this notice. Section 70-24-422(1)(a) and -422(3), MCA.

You have committed some other non-compliance or violation of the rental agreement, as follows (*write the non-compliance or violation below -- could include tenant's refusal to give you lawful access to the rental, or*

tenant removing, replacing or adding a lock to the rental and not giving you a key):

(check this box if you are terminating the tenancy) I am ending your tenancy in **14 days** after you receive this notice. Section 70-24-422(1)(d), MCA.

(check this box if you are allowing tenant the opportunity to remedy the noncompliance) You have **14 days** after you receive this notice to remedy the noncompliance, by taking these actions:

If you don't remedy the noncompliance within the 14 days, then I am ending your tenancy and you must move out within 14 days after you receive this notice. Sections 70-24-422(1)(a) and -422(1)(d), MCA.

NOTE: If I mailed this letter to you, you may add 3 days to the date of mailing before you start counting the days in the notice period given above. For example, if I mailed a letter giving you a 3-day notice on April 2, you would not have to move out until April 8 (April 2 + 3 days mailing = April 5 + 3 days notice = April 8). If I hand-delivered this letter to you, start counting the days in the notice period on the day after you received the letter. For example, if I hand-delivered a letter giving you a 3-day notice on April 2, you would not have to move out until April 5. Weekends and holidays are included in the count. However, if the end date falls on a weekend or holiday, the notice period continues until the end of the weekend/holiday. Title 25, Ch. 20, Rule 6, MCA.

If you have not remedied your lease violation or moved out in the number of days given above, I may file an eviction lawsuit against you in court.

Sincerely,

(sign your name)