

FIVE-DAY NOTICE

TO:

Pay or Quit

Date:

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Five-Day Notice to Pay or Quit

NOTICE TO TENANT(S):

1. **“Time is of the essence”** reinstated. To the extent the “time is of the essence” provision of the rental agreement has not previously been enforced and/or has been waived, tenant(s) is hereby notified that the “time is of the essence” provision is hereby reinstated via this notice. From the date of this letter and thereafter, the time periods specified in the rental agreement and by law shall be strictly enforced.
2. **Notice.** Pursuant to Arizona Revised Statutes, Title 33, Chapter 10, Section 33-1368(B), you are hereby tendered five days written notice of: (1) nonpayment of rent and (2) the landlord’s intention to terminate your tenancy if rent is not paid within five calendar days. Provided this letter is received on the “Date” specified above,¹ the fifth day falls on _____.
3. **Reinstatement.** To reinstate the rental agreement, you must remit all due, but as yet unpaid, rent and other amounts owing in the “TOTAL” shown below within the five-day period:

\$ _____	Rent for	_____
\$ _____	Late charges	_____
\$ _____	Notice fee	_____
\$ _____	Other	_____
\$ _____	TOTAL ²	_____

(This stated “TOTAL” is exclusive of future accruing monthly rent, late fees and/or other amounts until full payment is received)

4. **Eviction.** In the event full payment is not tendered within five calendar days after receipt of this notice,³ an eviction action will be filed against you to: (1) recover possession of the premises, (2) to terminate your contractual right to possess and occupy the premises, and (3) to obtain a money judgment against you for rent, late fees and/or any other amounts due under the rental agreement or available by law, including attorney’s fees and court costs.
5. **Quit.** As an alternative to payment, you may “quit the premises” (i.e., vacate the premises) on or before the fifth day, thereby avoiding a court of law entering a judgment of eviction against you. Vacating the premises, however, will not relieve you from liability for the outstanding balance and/or other amounts due under the rental agreement.

This Notice delivered via:

- | |
|---|
| <input type="checkbox"/> Certified Mail |
| <input type="checkbox"/> Regular First Class Mail |
| <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Hand delivery |

(acknowledgment of hand delivery by tenant)

(Landlord or agent for Landlord)

This is an attempt to collect a debt. Any information obtained will be used for that purpose. Unless you dispute the validity of the debt, or any portion thereof, within thirty days of receipt of this letter, it will be assumed to be valid. If the dispute is received in writing, debt verification, or a copy of the judgment, will be obtained and mailed to you. If requested in writing within thirty days of receipt of this letter, the original creditor’s name and address will be provided. Pursuant to 15 U.S.C. § 1692E(11), please be advised that this communication is from a landlord or property manager, which may, in this case, be acting as or on behalf of a debt collector.

¹ If not received on the date above, your tenancy will terminate five days after receipt of this notice if you have not reinstated the rental agreement by tendering payment of the amounts due at that time.

² To the extent one or more of the above does not fall within the meaning of “rent,” as provided by the rental agreement and/or the law, then those amounts need not be paid within five days and, instead, those amounts are due within ten days after receipt hereof.

³ Service of this notice may be accomplished via regular mail, certified mail, hand-delivery, process server, etc.; the five days to tender payment shall commence after the first notice is received and shall not be extended if additional copies of this notice are subsequently received.