



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


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SAMPLE** 

NOTICE OF  
TERMINATION  
FOR CAUSE


Dear \_\_\_\_\_:

This letter serves as notice that your lease at 1000 East Smith Street is terminated effective September 1, 2010.

Your lease is being terminated according to  \_\_\_\_\_ of your lease agreement for the following reasons:

- 1) Serious violation of the terms and conditions of your rental agreement;
- 2) Violation of state law; and
- 3) Other good cause.

Violation of Lease

Management may terminate your lease agreement for "serious or repeated violation of the terms and conditions of [the] rental agreement." Lease,  You are in violation of the following lease provisions:

7. RESIDENT PROMISES:

- (a) Not to act in a loud, boisterous, unruly, thoughtless, unlawful or dangerous manner or disturb or violate the rights of other residents to peace and quiet, or to allow his/her family or guests to do so (this includes but is not limited to damage by resident's children, public drunkenness, loud parties or arguments, cars on the grass, police being called);

(b) to use the Apartment/premises only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance and to refrain from such illegal activity or other activities on or away from the premises which impairs or downgrades the physical or social environment of the development and/or surrounding neighborhood....

On March 23, 2010 police officers executed a high risk warrant at your address and searched the property for narcotics. Two guns were recovered.

On July 1, 2010 four people were arrested at your property for disorderly conduct.

On July 17, 2010 police officers again executed a narcotics search warrant at your address. The officers obtained the warrant after buying marijuana at your address. Prior to the search being executed an undercover agent purchased one rock of suspected crack cocaine from your property.

During the search police officers found a .22 cal. long rifle, suspected marijuana, suspected crack cocaine, and a stolen 10 speed bicycle. The police arrested two people. One was charged with narcotics violation and stolen property offense. The other was brought in on a bench warrant.

Selling marijuana and crack cocaine from your premises is a violation of your lease agreement. Drug dealing and drug possession is a very dangerous activity that puts other residents and neighbors at risk for their own safety and well being. Drug dealing and drug possession impairs and downgrades the physical and social environment of the development and surrounding neighborhood.

The police incidents noted above show that you have failed to control your guests. Your guests have acted unlawfully and dangerously. As a result other residents' rights to peace and quiet have been violated. Illegal and dangerous activity is not allowed.

#### Violation of State Law

Management may terminate your lease agreement for "violation of federal, state or local law which imposes obligations on a RESIDENT in conjunction with the occupancy or use of the dwelling unit and surrounding premises." Lease, \_\_\_\_\_ You are in violation of the following state law:

504.181 Covenant of lessee not to allow drugs

Subdivision 1. Covenant not to allow drugs. In every lease or license of residential premises, whether in writing or parol, the lessee or licensee covenants that:

(1) the lessee or licensee will not unlawfully allow controlled substances

in those premises; and


(2) the common area and curtilage will not be used by the lessee or licensee or others acting under the lessee's or licensee's control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any criminal provision of chapter 152.

The covenant is not violated when a person other than the lessee or licensee possesses or allows controlled substances in the premises, common area, or curtilage, unless the lessee or licensee knew or had reason to know of that activity.

Suspect marijuana and crack cocaine were found in your unit on July 17, 2010. Suspect marijuana and crack cocaine were sold to police agents from your property. According to police reports, you knew your brother was selling cocaine and you knew he was doing it in and around your premises. Because you allowed drugs on your premises you violated State Statute Section 504.181. As a result your right to possession of the premises is now void.

#### Violation for other good cause

Management may terminate your lease agreement for "other good cause." Lease, Section 19(a)(iv). Examples of other good cause include:

(ii) a RESIDENT history of disturbance of neighbors or destruction of property....  
Lease, \_\_\_\_\_ 

Since March 23, 2010 the police have been called to your unit 16 times for disturbances. The nature of these calls include, loud music, narcotics, damage to property, domestic abuse, etc. These incidents represent a history of disturbances to neighbors.

Under your lease agreement, management has the following rights regarding evictions and terminations:

#### E. RIGHTS OF MANAGEMENT:

24. EVICTION: If RESIDENT violates any of the terms of this Lease, RESIDENT may be evicted immediately and without prior notice as set forth in this lease. If RESIDENT is evicted but does not move out voluntarily,

MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any part of this Lease.

25. ATTORNEY'S FEES: If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorney's fees and court costs even if rent is paid after the legal action is started.

D. DURATION OF LEASE

19. TERMINATION OF THIS AGREEMENT BY MANAGEMENT:

f. If in good faith MANAGEMENT believes that the RESIDENT'S violation(s) of the rental agreement pose an imminent threat to the health or safety of any person or to the property of MANAGEMENT or neighbors and that quick removal of the resident would reduce that threat, the date of termination may be whatever MANAGEMENT determines is appropriate for the circumstances.

Because you violated the terms of your lease we have the right to evict you immediately. It is our position that continued occupancy by you at 1000 East Smith Street poses an imminent threat to the health and safety of your neighbors. We would like you removed from the premises as soon as possible. Although we can evict you immediately, we are allowing you 14 days upon which to look for a new place to live.

You have until noon on September 1, 2010 to remove yourself, your belongings and anybody that may be living with you from the premises located at 1000 East Smith Street in Minneapolis. If you fail to move from the premises on September 1, 2010 we will institute an unlawful detainer action (eviction) against you. If a court action is instituted against you, you have the right to defend yourself in court. Should court action result and you are ordered to surrender the premises; you will be responsible for all legal fees and costs incurred by management.

You have 14 days or until September 1, 2010 upon which to discuss this termination with management.

Sincerely,

Property Manager

cc: Site Manager