

**3-DAY NOTICE TO QUIT  
NONPAYMENT OF RENT**

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

Name: \_\_\_\_\_ and all other occupants

Address: \_\_\_\_\_  
\_\_\_\_\_

As our tenant at \_\_\_\_\_ Apartments, our records reflect that you are behind in rent payments. Our records indicate that you owe as follows:

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

You must pay the amount of \$ \_\_\_\_\_. If you do not pay the above amount or vacate the apartment within three days of the date this notice is delivered to you or posted at the apartment, we will take legal action against you for possession of the premises, court costs, delinquent and future rent and other charges to which we may be entitled by law.

**This notice is NOT to be considered a waiver of any rights of \_\_\_\_\_ Apartments to damages or future rent due under the lease.** Only payment of the total amount due or vacating the premises will avoid legal action for your removal from the apartment.

**Payment must be in the form of a cashier's check or money order.**

\_\_\_\_\_  
Manager

**PROOF OF SERVICE**

The original of the above and foregoing Notice was served by me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

- \_\_\_\_\_ Delivering personally.
- \_\_\_\_\_ Posting a copy on the front door.
- \_\_\_\_\_ Leaving a copy with any person over the age of twelve (12) years residing on premises.
- \_\_\_\_\_ U.S. Mail.

\_\_\_\_\_  
Authorized Agent

As required in the HUD Occupancy Handbook 4350.3 REV-1, all individuals with disabilities have the right to request reasonable accommodations. Reasonable accommodations are changes, exceptions, or adjustments to a program, service, building, dwelling unit, or workplace that will allow a qualified person with a disability to: participate fully in a program; take advantage of a service; live in a dwelling; or perform a job. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. A reasonable accommodations/modifications request should to be brought to the attention of the property manager, so reasonable actions can be taken.



## **Instructions for Owners/Management Agents: (Non-Payment of Rent)**

Refer to Kansas Tenant Residential Landlord and Tenant Act Section 58-2564

### **58-2564. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies.**

(b) The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days, after written notice by the landlord of nonpayment and such landlord's intention to terminate the rental agreement if the rent is not paid within such three-day period. The three-day notice period provided for in this subsection shall be computed as three consecutive 24-hour periods. When such notice is served on the tenant or to some person over 12 years of age residing on the premises, or by posting a copy of the notice in a conspicuous place thereon, the three-day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for the tenant to pay such tenant's rent and thereby avoid having the rental agreement terminated.