

# FIVE-DAY NOTICE

TO:

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

Pay or Quit

Date:

\_\_\_\_\_

## Five-Day Notice to Pay or Quit

### NOTICE TO TENANT(S):

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 the Rental Agreement if rent is not paid within five days. Full payment within the five-day period will reinstate the Rental Agreement. To reinstate the Rental Agreement, you must remit all due, but as yet unpaid, rent and other amounts owing in the amount of: \$\_\_\_\_\_ (calculated through today). The stated amount is calculated as follows:

\$ _____	Rent for	_____
\$ _____	Late charges	_____
\$ _____	Rent for	_____
\$ _____	Late charges	_____
\$ _____	Notice fee	_____
\$ _____	Other	_____
\$ _____	Total	_____

**The stated "Total" is exclusive of future accruing costs. Daily late fees may accrue until payment is received.** In the event full payment is not tendered within five calendar days after receipt of this notice,<sup>1</sup> your right to possess and occupy the premises will be terminated and an eviction action filed against you to recover possession of the premises and to obtain a money judgment against you for rent, late fees and any other amounts due under the Rental Agreement or available by law, including attorney's fees and court costs. **Provided this letter is received on the date specified above,<sup>2</sup> the fifth day falls on \_\_\_\_\_.**

As an alternative to payment, you may "quit the premises" (i.e., vacate the premises) on or before the fifth day. 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:

- Certified Mail
- Regular First Class Mail
- Other \_\_\_\_\_
- 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.

<sup>1</sup>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.

<sup>2</sup>If not received on the date above, your Rental Agreement 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.