

Eviction & Termination

Before beginning the eviction, the landlord must first **terminate the tenancy**.

The landlord does this by giving the tenant a **written notice**.

Notice for Termination Without Cause

Even if the tenant follows their lease agreement, the landlord can still ask them to move **at the end of the lease term**. Here are some situations that require specific notices.

Month-to-Month Rental Agreement

Notice Needed:	30 Day Notice to vacate
What does it do?	Informs the tenant that they must move out of the rental unit in 30 days.
What if I do not receive this?	The month-to-month lease renews for 30 days, as long as the tenant submits payment in full each month.
Pro Tip:	A MtM lease can terminate at any time. Be prepared to move with only 30 days' notice or negotiate a longer lease with the landlord.

Fixed-Term Lease

Notice Needed:	Depending on the terms of the lease, 90 - 30 days BEFORE the end of the lease agreement.
What does it do?	Informs the tenant that they must move out of the rental unit within a specific amount of time (typically 30 - 90 days).
What happens next?	If the tenant does not move out in the timeframe established, the landlord will begin eviction proceedings with the court and sheriff.
Pro Tip:	Do not assume that a lease will renew on a month-to-month basis after the initial term. Determine this when signing the lease. Communicate with the landlord about renewals terms 90 days before the lease is due to end.

Notice for Termination With Cause

A landlord must have a **legal cause** to make a tenant move out of a rental unit **before the lease term has ended**. Here are the notices needed for these different situations.

Five-Day Notice to Pay Rent (Quit or Cure) Notice

Issued when:	The tenant fails to pay rent
What does it do?	Gives the tenant five days to pay rent in full.
What happens next?	If the tenant doesn't pay in full, the landlord will terminate the tenancy and begin eviction proceedings
How can I avoid eviction?	Pay the full amount owed within the five days stipulated on the notice.

Ten-Day Notice to Quit Notice

Issued when:	The tenant violates any portion of the lease or rental agreement.
What does it do?	Gives the tenant ten days to vacate the unit.
What happens next?	If the tenant doesn't move out after ten days, the landlord will begin eviction proceedings with the court and Sheriff.
How can I avoid eviction?	You may not be able to. The landlord is under no obligation to allow you to remedy the issue prompting the ten-day notice.

Unconditional Quit Notice

Issued when:	The landlord discovers that the tenant has used, sold, manufactured or possessed illegal / controlled substances on the premises of the rental unit.
What does it do?	Gives the tenant a five-day unconditional quit notice (five days to move out of the rental unit).
What happens next?	If the tenant doesn't move out after five days, the landlord will begin eviction proceedings with the court and Sheriff.
How can I avoid eviction?	Chances are unlikely to avoid eviction. The landlord is under no obligation to allow you to remedy the issue prompting the Unconditional Quit Notice.