

INSTRUCTIONS ON SERVING THE
THREE DAY NOTICE TO PAY RENT OR VACATE

Service of notices is strictly construed against the landlord. Even if you can prove the tenant actually received the notice, failure to strictly adhere to the service methods will result in dismissal of the eviction action. There are three acceptable means to serve a notice on a tenant.

1. Delivering a copy personally to the tenant,
2. Substitute service on some person of suitable age and discretion AND mailing a copy to the tenant, OR
3. If neither the tenant nor a person of suitable age and discretion is present then affixing a copy of the notice in a conspicuous place on the premises AND mailing a copy.

Always knock first. In many counties tenants get a free attorney. A good tenant attorney might cross-examine the landlord witness as to whether the three-day notice was posted without inquiring if anyone was present. If so, the case will be dismissed.



Mailing. Mailing alone is never proper service, even if the notice is actually received by the tenant. When mailing is required regular first class is fine unless the lease requires more. Mail from the same county.

More than one tenant. If there is more than one person living in the property it is important to serve enough copies of the notice for each person. This means copies of exact duplicates, *not* separate notices with different names on each. If someone answers the door, hand that person enough notices for everyone and mail copies to every tenant. Likewise if posting, mail copies to every tenant. All adults' names are on each and every notice. Serve the correct number of identical copies.

Posting. Notices must be posted in a conspicuous manner. Anyone should be able to walk up and read it. Therefore, do NOT leave it in an envelope, slide it under the door or through the mail slot, etc. Post enough copies for every adult occupant. Mail copies as well.

Please Note – While you may not contract for shorter notice periods than required by statute, you may agree to longer periods. Check your lease. If it states the tenant is to receive a longer notice period than is called for in the statute and in our standard forms, you must edit the forms appropriately.

WHAT TO INCLUDE AND WHAT NOT TO INCLUDE

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Rent. The rent must be a good faith estimate of the amount due and be reasonably accurate.

Utilities, unpaid deposits, or other miscellaneous items. Leave these out of the notice to pay rent or vacate. These should only be demanded in a 10-day notice to comply or vacate.

1 **NOTICE TO PAY OR VACATE**

2
3 TO: _____

4 AND TO ALL TENANTS IN POSSESSION

5 You and each of you are notified that rent for the premises commonly known as

6 _____
7 _____

8 is in arrears in the amount indicated:

9 rental period(s)	amount
10 _____	_____
11 _____	_____
12 _____	_____

13 **YOU MUST PAY THE RENT WITHIN THREE (3) DAYS**
14 **OR VACATE THE PREMISES.**

15 You are instructed to pay the rent to the undersigned or vacate the premises within three (3) days
16 of service of this notice or your tenancy will be terminated and the landlord will be entitled to all
17 remedies relief and damages allowed by law.

18 If you have been served more than one type of notice you must comply with each and every
19 notice by the applicable deadlines stated in the various notices. A different deadline in another
20 notice does not extend the deadline in this notice. Each notice requires compliance with its
21 terms. Compliance with one notice is not compliance other notices.

22 DATED this _____ day of _____, 20____.

23 _____
24 Signature of landlord or landlord's
25 agent

26 Address: _____

27 Print Name: _____