

# MASSACHUSETTS NOTICE TO QUIT

To: \_\_\_\_\_  
(All residents (tenants and subtenants) in possession)

**The premises herein referred to is located at:**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Apt #: \_\_\_\_\_

In accordance with your lease agreement signed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the laws mandated by the State of Massachusetts, the recipient of this notice is hereby required to do the following **within** \_\_\_\_\_ (\_\_\_\_) **days** after receiving said notice (check the appropriate box):

## NON-PAYMENT OF RENT

- Pay to the undersigned or \_\_\_\_\_ (authorized agent), the rent for the premises hereinafter described, of which the total rent now due is (check all that apply):

- Back-Rent: \$ \_\_\_\_\_

- Penalties/Late Fees: \$ \_\_\_\_\_

- Other: \$ \_\_\_\_\_

**Total amount due: \$ \_\_\_\_\_**

### Cure Rights of Residential Tenant At-Will

If you have not received a notice to quit for non-payment of rent within the last twelve (12) months, you have the right to prevent termination of your tenancy by paying or tendering to your landlord, landlord's attorney, or the person to whom you customarily pay your rent, the full amount of rent due within ten (10) days after your receipt of this notice.

### Cure Rights of Residential Tenant Under Lease

You have until the day the answer is due, in any action by your landlord to recover possession of the premises, to pay or tender to your landlord or to your landlord's attorney, all the rent then due, with interest and costs of suit, to prevent the termination of your lease.

## LEASE / LAW VIOLATION

- Remedy the violation, described as: \_\_\_\_\_

\_\_\_\_\_  
You shall notify the landlord within the notice period that the violation has been cured or quit and deliver the possession of the premises.

- Quit and deliver possession of the premises due to an illegal act committed on the premises, the illegal act consisting of \_\_\_\_\_ and therefore your tenancy is now terminated.

## MONTH-TO-MONTH TENANCY TERMINATION

- I am your Landlord and this is the Tenant's official notice that the lease that commenced on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ will be terminated on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. Termination for the Landlord must be at least \_\_\_\_\_ (\_\_\_\_\_) days from the next payment date.

- I am your Tenant and this is the Landlord's official notice that the lease that commenced on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ will be terminated on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. Termination for the Tenant must be at least \_\_\_\_\_ (\_\_\_\_\_) days from the next payment date.

**YOU ARE FURTHER NOTIFIED THAT** if you fail to perform or otherwise comply with the demands in this notice, that the landlord may file legal proceedings and a judgment may be made against you. Any judgment may also include the landlord's costs and attorney's fees for filing an eviction action.

**Landlord / Agent Signature:** \_\_\_\_\_

## CERTIFICATE OF SERVICE

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ I served this notice to  
\_\_\_\_\_ by:

- Delivering it personally to the person in possession.
- Delivering it on the premises to a member of his/her family or household or an employee of suitable age and discretion with a request that it be delivered to the person in possession.
- First-class mail addressed to the person in possession.

**Signature:** \_\_\_\_\_