

Date: _____ (the date you mail the letter)

From (write your name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone—optional)

To (write the landlord's name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone—optional)

Dear (write the landlord's name): _____,

This letter is to inform you that I am ending my rental of your property located at
(write the rental's address):

_____.

I am sending you this notice because (choose **only one** paragraph that best fits
your situation from the 12 paragraphs between the two lines):

I have a month-to-month tenancy and I would like to end the tenancy. I will
move out and the tenancy will end **30 days** after you get this notice.

I have a week-to-week tenancy and I would like to end the tenancy. I will
move out and the tenancy will end **7 days** after you get this notice.

___ It has been more than 5 days since I gave you written notice that you had not delivered possession of the rental to me. Following Section 70-24-405, MCA (Section 70-33-404, MCA, for rental of only mobile home lots), my tenancy ends **immediately**. You must return my security deposit and any rent I have already paid in advance (*write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$_____

Prepaid Rent: \$_____

___ It has been more than 14 days since I gave you written notice of needed repairs for a situation that affected my health and safety. I sent this notice because (*describe the problem with the rental affecting your health and safety*):

You have not made the repairs and my health and safety are still being affected. The need for repairs was not caused by me, my family, or my guests. Following Section 70-24-406, MCA (Section 70-33-405, MCA, for rental of only mobile home lots), my tenancy will end **30 days from the day you got my 14-day written notice**. You must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$_____

I may also sue for actual damages in addition to ending the tenancy.

___ I gave you written notice of needed repairs for a situation that affected my health and safety within the last six months. The same problem has occurred again. The need for these repairs was not caused by me, my family, or my guests. Here is the problem (*describe the problem with the rental affecting your health and safety*):

Following Section 70-24-406, MCA (Section 70-33-405, MCA, for rental of only mobile home lots), my tenancy will end **14 days** after you receive this notice and you must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$_____

I may also sue for actual damages in addition to ending the tenancy.

___ You have made an unlawful entry, a lawful entry in an unreasonable manner, or made repeated demands for entry otherwise lawful, but have been unreasonably harassing to me. Following Section 70-24-410, MCA (Section 70-33-408, MCA, for rental of only mobile home lots), I am terminating my tenancy **immediately**. I may also sue for actual damages.

___ It has been more than 3 working days since I gave you written notice of needed repairs for a situation affecting my health and safety. This is an emergency. Here is the problem (*describe the problem with the rental affecting your health and safety*):

You have not fixed the situation that has affected my health and safety. The need for these repairs was not caused by me, my family, or my guests. Following Section 70-24-406, MCA (Section 70-33-405, MCA for rental of only mobile home lots), my tenancy ends **immediately** and you must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$_____

I may also sue for actual damages in addition to ending the tenancy.

___ It has been less than 14 days since the rental was damaged or destroyed by fire or casualty so that enjoyment of the rental was substantially impaired. The fire or casualty damages were not caused by me, my family, or my guests. Following Section 70-24-409, MCA (Section 70-33-407, MCA, for rental of only mobile home lots), I immediately moved out of the rental. My tenancy ended **on the day that I moved out**. I moved out of the rental on *(write the date you moved out of the rental)*:_____ . You must return my security deposit and all prepaid rent, such as rent I paid in advance for the entire month if I moved out before the end of the month, for the day of the fire and the days since the fire *(write the amounts of the security deposit and any rent you paid early on the lines below)*:

Security Deposit: \$_____

Prepaid Rent: \$_____

NOTE: If I am renting a mobile home lot from you and I own the mobile home on it, and if I want to keep the mobile home, I will remove the mobile home from the lot within 30 days of the fire or casualty.

___ You have illegally removed or excluded me from the rental. You removed or excluded me from the rental by *(describe how the landlord kept you from your rental, such as "changing the locks")*:

Following Section 70-24-411, MCA (Section 70-33-409, MCA, for rental of only mobile home lots), I am ending my tenancy **immediately**. I may sue you for 3 months' periodic rent or treble damages, whichever is greater. You must return my security deposit and all prepaid rent, such as rent I paid in advance for the entire month if I was excluded or removed from the rental before the end of the month. *(Write the amounts of the security deposit and any rent you paid early on the lines below)*:

Security Deposit: \$_____

Prepaid Rent: \$ _____

____ You have diminished services to me on purpose by stopping or causing the interruption of heat, running water, hot water, electricity, gas or other essential services. These are the services you stopped (*describe what the landlord did and which service or utility the landlord interrupted*):

Following Section 70-24-411, MCA (Section 70-33-409, MCA, for rental of only mobile home lots), I am ending my tenancy **immediately**. I may sue you for 3 months' periodic rent or treble damages, whichever is greater. You must return my security deposit and all prepaid rent (*write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$ _____

Prepaid Rent: \$ _____

____ I am moving out before my rental agreement ends. You must make reasonable efforts to re-rent the rental at a fair price.

____ My rental agreement gives me the right to move out. Here are the terms in the rental agreement that allow me to move out (*copy the section in your rental agreement that allows you to move out and the conditions you must meet to move out*):

I have met all of the terms in the rental agreement that allow me to move out.

My tenancy will end on (*using the timeframe given for the situation you selected above, write the date the tenancy will end*):

_____.

I plan to move out of the rental or have already moved out of the rental on (*write the date you plan to move out or the date when you moved out*):

_____. The day I move out I will give you the keys to the rental, or I will leave the keys in the rental. If I have already moved out, I have already given you the keys or left the keys in the rental.

My security deposit for the rental was (*write the amount of your security deposit*):

\$_____.

Please mail my security deposit to this address (*write the address you want your security deposit sent to*):

_____ (*name*)

_____ (*street address or P.O. Box*)

_____ (*city, state, ZIP*)

Sincerely,

(*sign your name*)