

Landlord/Agent:

Date: _____

Phone (____) _____

NOTICE TO VACATE – NONCOMPLIANCE
MONTANA RESIDENTIAL MOBILE HOME LOT RENTAL ACT

TO THE MOBILE HOME OWNER(S) / TENANT(S):

IN POSSESSION OF (DESCRIPTION OF PROPERTY):

YOU ARE HEREBY NOTIFIED, pursuant to Section 70-33-106, M.C.A., that you are in noncompliance of your tenancy/rental/lease agreement for the premises located at:

_____ and that you are now in possession of said premises without the permission or consent of the landlord. Pursuant to **70-33-433, M.C.A.**, the landlord hereby elects to declare the forfeiture of the agreement under which you hold possession of said premises. The grounds upon which your eviction from said premises will be sought are: _____

_____.

You are further notified that you are to either come into full compliance with your tenancy/rental/lease agreement, or that you are to remove yourself and your possessions and vacate the premises within the time allowed as stated below, from and after the date of receipt of this Notice. The rental agreement terminates as provided in this notice for one or more of the following reasons and subject to the following conditions per 70-33-433, M.C.A.:

1(a) Nonpayment of rent, late charges, or common area maintenance fees as established in the rental agreement, for which the notice period is **7 days**;

1(b) Violation of a rule other than provided for in subsection 1(a) that does not create an immediate threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is **14 days**;

1(c) Violation of a rule that creates an immediate threat to the health and safety of any other tenant or the landlord or manager, for which the notice period is **24 hours**;

1(d) Late payment of rent, late charges, or common area maintenance fees, as established in the rental agreement, three or more times within a 12-month period if written notice is given by the landlord after each failure to pay, as required by subsection 1(a) for which the notice period for termination for the final late payment is **30 days**;

1(e) Violation of a rule that creates an immediate threat to the health and safety of any other tenant or the landlord or manager whether or not notice was given pursuant to subsection 1(c) and the violation was remedied as provided in subsection 3, for which the notice period is **14 days**;

1(f) Two or more violations within a 12-month period of the same rule for which notice has been given for each prior violation, as provided subsections (1)(a), (1)(b), or (1)(c), for which the notice period for the final violation is **30 days**;

1(g) two or more violations of **70-33-321(1)** (Tenant to maintain lot) within a 12-month period, for which the notice period for the final violation is **14 days**;

1(h) any violation of **70-33-321(3)** (A tenant may not destroy, deface, damage, impair, or remove any part of the premises or permit any person to do so), for which the notice period is **3 days** as provided in **70-33-422(1), M.C.A.**;

1(i) disorderly conduct that results in disruption of the rights of others to the peaceful enjoyment and use of the premises, for which the notice period is **30 days**;

1(j) any other noncompliance or violation not covered by subsections (1)(a) through (1)(i) that endangers other tenants or mobile home park personnel or the landlord or manager or causes substantial damage to the premises, for which the notice period is **14 days**;

1(k) conviction of the mobile home owner or a tenant of the mobile home owner of a violation of a federal or state law or local ordinance, when the violation is detrimental to the health, safety, or welfare of other tenants or the landlord or manager or the landlord's documentation of a violation of the provisions of Title 45, chapter 9, for which the notice period is **14 days**;

Failure to abide by the above instructions may encourage legal proceedings against you resulting in further costs to you.

(Landlord/Agent Name)

(Landlord/Agent Signature)

(Landlord/Agent Address)