



LATE NOTICE OR NOTICE OF OTHER BREACH OF LEASE

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To: _____ (Tenant(s))

Re: Lease concerning the Property at _____

☐ A. Late Notice:

(1) Late Rent: You are in breach of the above-referenced lease because:

☐ (a) you failed to timely pay rent as required by the lease. You failed to pay rent for the following period(s): _____

☐ (b) your rent for the month of _____ was paid late. It was received on _____.

☐ (c) your payment dated _____ in the amount of \$ _____ was returned unpaid by the institution on which it was drawn.

(2) Opportunity to Cure:

(a) You may cure your breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day. You must remit payment not later than _____ to the person and place your lease requires. You must pay the amount only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____.

(b) When you make any future payments under the lease you may pay the amounts only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____.
(Under Paragraph 5D(5) of the Lease, Landlord may require payment by certified funds if Tenant fails to timely pay rent.)

☐ B. Application of Rent Payment to Non-Rent Obligations: In accordance with Paragraph 8 of the Lease, Landlord has applied your rent payment dated _____ to the following unpaid items: _____.

Therefore, there is an unpaid balance of your rent in the amount of \$ _____. Please pay this amount not later than _____.

☐ C. Wrongful Withholding of Rent Payment: You wrongfully withheld a portion of your rent payment that was due _____. You are not permitted under the lease to withhold rent. You may cure this breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day.

Late Notice or Notice of Other Breach of Lease _____

☐ D. Other Breach:

(1) You have failed to comply with Paragraph _____ of the lease because _____

_____.

(2) You may cure your breach of the lease by providing written notice to the undersigned not later than _____ that you have taken the following corrective action:

_____.

Failure to Comply: Landlord is entitled to pursue all available remedies under the lease if you fail to comply with this notice. Remedies available to the Landlord include, but are not limited to, termination of your right to occupy the Property (in which case a separate notice will be provided) and recovery of any damages, attorney's fees, court costs, and other expenses resulting from the breach. If the Landlord exercises his right to terminate Tenant's right to occupy the Property, a separate notice will be provided to you.

NOTICE: Under Section 32.41 of the Penal Code, issuance of a bad check is a criminal offense which could result in a warrant for your arrest. Under Section 92.052 of the Property Code, Landlord is not required to make repairs to the Property while you are delinquent in the payment of rent.

Landlord _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date _____

Printed Name: Robyn Bullard, Broker

Firm Name: Red Phone Real Estate Property Management

Means of Delivery

☐ Regular US Mail ☐ Certified Mail, Return Receipt Requested No. _____
☐ Fax _____ ☐ E-Mail _____
☐ Hand delivered to _____ on _____
by _____
☐ Other: _____