

FORM 1

**NOTICE FROM LANDLORD TO
TENANT--TERMINATION FOR FAILURE TO PAY RENT**

INSTRUCTIONS

This notice may be delivered by mail or by delivering a copy to the dwelling unit, or, if the Tenant is absent from the dwelling unit, by leaving a copy thereof at the dwelling unit.

If the Tenant fails to pay rent when due and the default continues for three (3) days (excluding Saturday, Sunday, and legal holidays) after delivery of written demand by the Landlord for payment of the rent or possession of the premises, the Landlord may terminate the rental agreement. This written demand is a prerequisite to an action to evict the Tenant or recover past due rent. Your written rental agreement may have allowed for a longer period than three days and should be reviewed.

SOURCE: Section 83.56(3) and (4), Florida Statutes (2007).

FORM NOTES ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT COMPLETELY DESCRIBE REQUIREMENTS OF FLORIDA LAW. YOU SHOULD CONSULT AN ATTORNEY AS NEEDED.

SAMPLE

**NOTICE FROM LANDLORD TO
TENANT--TERMINATION FOR FAILURE TO PAY RENT**

To: Teresa A. Tenant
100 Tenancy by the Entireties Way
Miami, FL 33333

From: Lee A. Landlord
1112 Elm Street
Miami, FL 33333

Date: February 15, 2016

You are hereby notified that you are indebted to me in the sum of \$ 2,000.00 for the rent and use of the premises located at 100 Tenancy by the Entireties Way, Miami, FL 33333 now occupied by you and that I demand payment of the rent or possession of the premises within three days (excluding Saturday, Sunday and legal holidays) from the date of delivery of this notice.

Lee A. Landlord
1112 Elm Street
Miami, FL 33333
(999) 999-9999

Hand Delivered On: February 15, 2016

Posted On: Not Applicable

Approved for use under rule
10-2.1(a) of the Rules Regulating
the Florida Bar
The Florida Bar 2010