

How does the landlord terminate the lease for cause?

For nonpayment of rent, the landlord can serve a written notice threatening to terminate the lease unless the tenant pays the past due rent within a certain number of days (depending upon the area, from three to ten days). If the rent is paid within the period specified by the notice, the tenant may remain. The landlord must accept the rent.

For violation of the rules and regulations of the lease or damage to the premises, the landlord can serve a written notice terminating the tenancy after a certain number of days (from ten to thirty days, depending upon the area). Some localities, but not all, provide that the tenant may remain if the violation ends--for example, by getting rid of a forbidden pet or repairing the damage to the premises.

This information is not intended to replace legal advice but instead to serve as a reference for further investigation. Landlord-Tenant Laws vary from state to state. It is provided as a courtesy, and the publisher will not be held liable for the correctness or legality of the provided information.