



How a 10-Day Notice Works

A 10-day notice is a notice to the tenant to comply with some requirement of the rental agreement or rules and regulations. The notice must state three things: first, the section of the lease, rules and regulations, or statute that the tenant has violated (i.e. payment of utilities or quiet enjoyment for the other tenants); second, the specific conduct of the tenant receiving the notice that violated the rental agreement or rule (i.e. having loud parties or an unauthorized occupant); and third, what actions the tenant must take to come back into compliance.

Once given, the tenant has 10 full days with which to comply, so any violations in that 10 day period can't be used to trigger the violation. If the notice is for payment of utilities or deposit, the tenant has 10 days to tender the money to the management. If the notice is for noise or loud parties, the tenant can continue making the noise or having the loud parties for the 10 days. It is only if the rule has not been complied with after the period in the notice that the management can begin eviction procedures.

If the notice is for loud parties or noise complaints, have the tenants making the noise complaint keep a log during the 10 days because if the tenant continues the noise during the period of the notice after they have been specifically told to stop, it shows bad faith on the tenant's part which the court will take into consideration during any later eviction.

A 10-day notice has a lifespan of 60 days. If the violation does occur within 60 days of the service of the notice, that second violation allows the landlord to begin the eviction action. If the violation is after 60 days from the date of the first notice, you must serve a new 10-day notice.

You can serve multiple 10-day notices on the same day for different rule violations, and it is generally a better idea to use a separate 10-day notice to address each rule violation rather than a single 10-day notice which lists multiple rule violations.

The general rule is that you cannot accept the rent after you know of a violation of the 10-day notice. For more specific instructions, please contact the office.

Remember, you can count the weekends and court holidays for any 10 day or 20 day notice.