

**3-Day Notice to Pay Rent  
or Lease Terminates – Residential**

To: \_\_\_\_\_

From: \_\_\_\_\_

Address of Leased Premises: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that you are in breach of the written lease agreement on the above described lease premises due to failure to timely pay rent. Pursuant to Art. 7, Section 711, NY Real Property Actions and Proceedings Law, except as provided below, within **three (3) days** after service of this notice upon you, you must pay in full to Landlord the rent and other charges now due and unpaid, as follows:

PLEASE REFER TO THE ATTACHED ACCOUNT STATEMENT  
YOU ARE CURRENTLY IN ARREARS IN THE AMOUNT OF \_\_\_\_\_

Payment will be accepted only by cash or certified bank check.

IF YOU FAIL TO TENDER FULL PAYMENT, **your lease will be terminated** and you must surrender possession of the premises to Landlord. If you fail, within the **three (3) days** notice period, either to pay the total charges in full, or to surrender possession of the premises, legal proceedings will be commenced against you to recover possession and or recover a judgment for the rent and damages for your unlawful detention of the premises, and all costs of court including attorneys' fees, to the extent allowed by applicable law and/or the lease agreement. Surrender of the premises does not relieve you of the liability for the outstanding balance.

The three (3) day notice period as described herein will expire at:

12 o'clock am on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

LANDLORD RESERVES ALL RIGHTS AND REMEDIES UNDER THE LEASE AGREEMENT AND UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CONTRACTUAL DAMAGES FOR UNPAID RENT, AND NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS A WAIVER OR RELINQUISHMENT OF SAME.

If you have any questions please contact the undersigned at \_\_\_\_\_.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Landlord