

**TENANT DEFAULTS:
HOW TO HANDLE THEM AND MINIMIZE
THEIR IMPACT**

I. TENANT DEFAULTS

- A. Monetary Defaults
- B. Non-Monetary Defaults

II. LANDLORD OPTIONS

- A. Ignore Default
- B. Approach Tenant Verbally
- C. Provide Written Notice and Request for Cure
- D. Provide Formal Notice of Default

III. PROVIDING NOTICE OF DEFAULT

- A. Complying with Statutory Requirements
- B. Complying with Lease Requirements
- C. Compliance with Either or Both Lease and Statutory Requirements
- D. Common Problems and Questions

IV. SERVICE OF THE NOTICE

- A. Statutory Requirements
- B. Lease Requirements

V. TENANT RESPONSE TO DEFAULT NOTICE

- A. Cures Default
- B. Ignores Default
- C. Partially Cures Monetary Default
- D. Abandons Premises
- E. Asserts Allegations of Defenses or Concurrent Landlord Defaults

VI. TAKING LEGAL ACTION

- A. Issues to Consider
- B. Options When the Tenant Remains in Possession of the Premises
- C. Options When the Tenant Abandons the Premises
- D. Eviction and Breach of Contract Actions

VII. UNLAWFUL DETAINER ACTION

- A. Notice
- B. Complaint
- C. Answer
- D. Tenant Fails to Respond
- E. Tenant Responds to Complaint
- F. Judgment
- G. Execution on Judgment
- H. Relief from Forfeiture
- I. Attorneys' Fees

VIII. PERSONAL PROPERTY LEFT ON PREMISES

- A. Release to Former Tenant
- B. Release to Non-Tenant Owner
- C. Disposition of Abandoned Property

IX. THE TENANT HAS FILED BANKRUPTCY – NOW WHAT?

- A. Automatic Stay
- B. Tenant's Post-Petition Obligations
- C. Claims