

Notifying Your Landlord That You Are Moving Out

Note: Use these instructions and form letter to write a letter to the landlord. In the letter you will tell the landlord that you are moving out of the rental or that you have already moved out.

These instructions and form letter may not be right for your case. They cannot take the place of advice from a lawyer. Talk to a lawyer if you have **any** questions.

Do not change this form letter. If you change the form letter, you might lose language you need.

What form will I need?

You only need one form. The form is the form letter that follows these instructions. The form letter starts on page 7 of this packet.

Who can use this form letter?

You can use the form letter if you want to end your tenancy and if one or more of the following things apply to you:

- You have a month-to-month or week-to-week tenancy. A month-to-month tenancy is where you pay rent by the month and do not have a written rental agreement for a specific time period (such as one year). A week-to-week tenancy is where you pay rent by the week and do not have a written rental agreement for a specific time period (such as one year).
- You gave the landlord written notice more than 5 days ago that the landlord has not let you move into the rental. And the landlord still has not let you move into the rental;
- You gave the landlord written notice more than 14 days ago of needed repairs for a situation affecting your health and safety, and that your rental agreement would end in not less than 30 days if the landlord did not make



the repairs. The landlord still has not made the repairs. You can only use this form letter if you, your family or your guests did not cause the need for repairs;

- You gave the landlord written notice of needed repairs for a situation affecting your health and safety within the last 6 months. The same problem has happened again. You can only use this form letter if you, your family or your guests did not cause the need for repairs;
- You gave the landlord written notice more than 3 days ago of an emergency affecting your health and safety, and your intent to end the rental agreement if the repairs were not made immediately. The landlord still has not made the repairs. You can only use this form letter if you, your family, or your guests did not cause the need for repairs;
- Less than 14 days have passed since the rental was seriously damaged or destroyed by fire or other disaster. You moved out of the rental immediately. The fire or damage was not caused by you, your family, or your guests;
- The landlord has illegally entered your rental;
- The landlord has lawfully entered your rental in an unreasonable way;
- The landlord has made repeated demands to enter your rental that have been unreasonably harassing;
- The landlord has illegally removed you from your rental or kept you out of it;
- The landlord has stopped your heat, running water, hot water, electricity, gas or other essential service on purpose;
- You are moving out in violation of your rental agreement. If this is your situation, the landlord may legally hold you responsible for the rent until a new tenant is found or the rental agreement ends, whichever comes first. But the landlord must make reasonable efforts to find a new tenant;

or

- You are moving out under a section of your rental agreement that allows you to move out.

Will I have to move out of my rental IMMEDIATELY if I use this form letter?

That depends on which option you choose in the form letter. If you choose an option on the form letter that says you are ending your rental agreement immediately, you must move out of the rental immediately. You cannot end the rental agreement immediately AND still stay in the rental. If you want to stay in the rental, even though the landlord is refusing to make repairs or there are other problems, do NOT choose an option on the form notice letter that says you are immediately ending your rental agreement.

What if I do not want the landlord to know my new address? How do I get my security deposit?

At the end of the form letter, you can ask the landlord to mail you the security deposit. If you do not want the landlord to know your new physical address, you can write your Post Office Box number or the physical address of someone you trust. If you write the address of someone you trust, make sure that person agrees to give you any letter or check the landlord may send to that address.

How do I use the form letter?

1 Complete the form letter and sign it

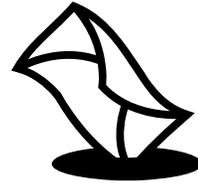
- Check the box that is right for your situation.
- Make sure all of the blanks that apply to you are filled in completely.
- Sign the form letter on the line that says “(*sign your name*).”

2 **Make a copy**

- Make one copy of the completed and signed letter for yourself. Keep the copy in a safe place. It may be important if you have to go to court.

3 **Deliver the letter to the landlord.**

You have two choices of how to deliver the letter to the landlord:



- Hand-deliver the letter to the landlord. If you choose this option, you must either (1) actually hand the letter to the landlord in person, or (2) leave it at the landlord's place of business if the landlord made the rental agreement through that business. It is a good idea to bring two copies of the letter. If possible, ask the landlord to sign and date one copy of the letter as "received." Keep that copy as proof that the landlord got your letter, and give your landlord the second copy. In case the landlord will not sign the letter, it is a good idea to bring someone with you when you hand-deliver the letter to the landlord. That person can testify in court later if the landlord denies receiving your letter. If you choose this option, the notice period starts on the day you hand-deliver the letter to the landlord. For example, if you hand-deliver a letter giving a 14-day notice on April 2, the tenancy is not ended until April 16.

or

- Mail the letter to the landlord. It is a good idea to mail the letter by first-class mail with a Certificate of Mailing. The post office will charge you more for the Certificate of Mailing, but it is worth it. Keep the Certificate of Mailing receipt. That is your proof that you sent the letter. With a Certificate of Mailing, the landlord will not have to sign anything to get your letter. The landlord cannot refuse

delivery. If you choose this option, the notice period begins to run on the 3rd day after the date that you mailed the letter. For example, if you mail a notice letter giving a 14-day notice on April 2, the tenancy is not ended until April 19 (April 2 + 3 days mailing = April 5 + 14 day notice = April 19).

Where can I get more information?

The laws of Montana are called the Montana Code Annotated or “MCA.” For most situations, the laws about giving notice to a landlord that a tenant is moving out are located in the MCA at Title 70, Chapter 24, Sections 441, 405, 406, 409, 410, 411, and 426. An easier way to write each of these laws is: § 70-24-441, MCA, § 70-24-405, MCA, § 70-24-406, MCA, § 70-24-409, MCA, § 70-24-410, MCA, § 70-24-411, MCA, or § 70-24-426, MCA. The symbol “§” means section. The laws about giving notice to a landlord who only rents a lot to a tenant for a mobile home are located in the MCA at Title 70, Chapter 33, Sections 404, 405, 407, 408, 409, and 426. An easier way to write each of these laws is: § 70-33-404, MCA, § 70-33-405, MCA, § 70-33-407, MCA, § 70-33-408, MCA, § 70-33-409, MCA, or § 70-33-426, MCA. The MCA can be found at your local library or on the Montana State Law Library website at www.lawlibrary.mt.gov. Click on the “Laws” option near the top of the page on that website, and then click on “MCA.”

This letter to the landlord refers to specific sections of the law. It is a good idea to read those sections of the law before you send the letter to the landlord.



Where Can I Get Legal Help?

These organizations may be able to help you:

- **Montana Legal Services Association (MLSA)** gives free legal help to low-income people. To find out if you qualify for MLSA, call the MLSA HelpLine at 1-800-666-6899.
- **The State Bar Lawyer Referral and Information Service (LRIS)** refers people to Montana lawyers who might be able to help. Call LRIS at 1-406-449-6577.
- **The State Law Library** can help you find and use legal resources such as books, forms, and websites. You can visit the Law Library website at www.lawlibrary.mt.gov. Or you can contact a Reference Librarian at 1-800-710-9827 or by email at mtlawlibrary@mt.gov.

Please take a short survey about these forms.

When you are done with the forms, please take our online survey at this address:

http://www.surveymonkey.com/s.aspx?sm=fCBbhbbJj4MdOWw_2fjsCjlg_3d_3d



Or you can access the survey on the “Forms” page of the State Law Library website, at www.lawlibrary.mt.gov. Your answers will help make the forms better. Thank you!

Date: _____ (the date you mail the letter)

From (write your name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone—optional)

To (write the landlord's name and address):

_____ (name)

_____ (street address or P.O. Box)

_____ (city, state, ZIP)

_____ (phone—optional)

Dear (write the landlord's name): _____,

This letter is to inform you that I am ending my rental of your property located at
(write the rental's address):

_____.

I am sending you this notice because (choose **only one** paragraph that best fits your situation from the 12 paragraphs between the two lines):

I have a month-to-month tenancy and I would like to end the tenancy. I will move out and the tenancy will end **30 days** after you get this notice.

I have a week-to-week tenancy and I would like to end the tenancy. I will move out and the tenancy will end **7 days** after you get this notice.

- It has been more than 5 days since I gave you written notice that you had not delivered possession of the rental to me. Following Section 70-24-405, MCA (Section 70-33-404, MCA, for rental of only mobile home lots), my tenancy ends **immediately**. You must return my security deposit and any rent I have already paid in advance (*write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$ _____

Prepaid Rent: \$ _____

- It has been more than 14 days since I gave you written notice of needed repairs for a situation that affected my health and safety. I sent this notice because (*describe the problem with the rental affecting your health and safety*):

You have not made the repairs and my health and safety are still being affected. The need for repairs was not caused by me, my family, or my guests. Following Section 70-24-406, MCA (Section 70-33-405, MCA, for rental of only mobile home lots), my tenancy will end **30 days from the day you got my 14-day written notice**. You must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$ _____

I may also sue for actual damages in addition to ending the tenancy.

- I gave you written notice of needed repairs for a situation that affected my health and safety within the last six months. The same problem has occurred again. The need for these repairs was not caused by me, my family, or my guests. Here is the problem (*describe the problem with the rental affecting your health and safety*):

Following Section 70-24-406, MCA (Section 70-33-405, MCA, for rental of only mobile home lots), my tenancy will end **14 days** after you receive this notice and you must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$ _____

I may also sue for actual damages in addition to ending the tenancy.

- You have made an unlawful entry, a lawful entry in an unreasonable manner, or made repeated demands for entry otherwise lawful, but have been unreasonably harassing to me. Following Section 70-24-410, MCA (Section 70-33-408, MCA, for rental of only mobile home lots), I am terminating my tenancy **immediately**. I may also sue for actual damages.

- It has been more than 3 working days since I gave you written notice of needed repairs for a situation affecting my health and safety. This is an emergency. Here is the problem (*describe the problem with the rental affecting your health and safety*):

You have not fixed the situation that has affected my health and safety. The need for these repairs was not caused by me, my family, or my guests. Following Section 70-24-406, MCA (Section 70-33-405, MCA for rental of only mobile home lots), my tenancy ends **immediately** and you must return my security deposit (*write the amount of your security deposit on the line below*):

Security Deposit: \$ _____

I may also sue for actual damages in addition to ending the tenancy.

- It has been less than 14 days since the rental was damaged or destroyed by fire or casualty so that enjoyment of the rental was substantially impaired. The fire or casualty damages were not caused by me, my family, or my guests. Following Section 70-24-409, MCA (Section 70-33-407, MCA, for rental of only mobile home lots), I immediately moved out of the rental. My tenancy ended **on the day that I moved out**. I moved out of the rental on (*write the date you moved out of the rental*):_____ . You must return my security deposit and all prepaid rent, such as rent I paid in advance for the entire month if I moved out before the end of the month, for the day of the fire and the days since the fire (*write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$_____

Prepaid Rent: \$_____

NOTE: If I am renting a mobile home lot from you and I own the mobile home on it, and if I want to keep the mobile home, I will remove the mobile home from the lot within 30 days of the fire or casualty.

- You have illegally removed or excluded me from the rental. You removed or excluded me from the rental by (*describe how the landlord kept you from your rental, such as "changing the locks"*):

Following Section 70-24-411, MCA (Section 70-33-409, MCA, for rental of only mobile home lots), I am ending my tenancy **immediately**. I may sue you for 3 months' periodic rent or treble damages, whichever is greater. You must return my security deposit and all prepaid rent, such as rent I paid in advance for the entire month if I was excluded or removed from the rental before the end of the month. (*Write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$_____

Prepaid Rent: \$ _____

- You have diminished services to me on purpose by stopping or causing the interruption of heat, running water, hot water, electricity, gas or other essential services. These are the services you stopped (*describe what the landlord did and which service or utility the landlord interrupted*):

Following Section 70-24-411, MCA (Section 70-33-409, MCA, for rental of only mobile home lots), I am ending my tenancy **immediately**. I may sue you for 3 months' periodic rent or treble damages, whichever is greater. You must return my security deposit and all prepaid rent (*write the amounts of the security deposit and any rent you paid early on the lines below*):

Security Deposit: \$ _____

Prepaid Rent: \$ _____

- I am moving out before my rental agreement ends. You must make reasonable efforts to re-rent the rental at a fair price.
- My rental agreement gives me the right to move out. Here are the terms in the rental agreement that allow me to move out (*copy the section in your rental agreement that allows you to move out and the conditions you must meet to move out*):

I have met all of the terms in the rental agreement that allow me to move out.

My tenancy will end on *(using the timeframe given for the situation you selected above, write the date the tenancy will end)*:

_____.

I plan to move out of the rental or have already moved out of the rental on *(write the date you plan to move out or the date when you moved out)*:

_____. The day I move out I will give you the keys to the rental, or I will leave the keys in the rental. If I have already moved out, I have already given you the keys or left the keys in the rental.

My security deposit for the rental was *(write the amount of your security deposit)*:
\$_____.

Please mail my security deposit to this address *(write the address you want your security deposit sent to)*:

_____ *(name)*

_____ *(street address or P.O. Box)*

_____ *(city, state, ZIP)*

Sincerely,

(sign your name)