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* R E M I N D E R *

As you know, a valid notice to quit is the foundation upon which an eviction case is based. The most common error managers make is serving the tenant with another notice to quit without reserving the landlord's rights. If the tenant has already been served with a notice to quit and you want to serve them with an additional notice to quit, you must add the following language, "By serving you with this Notice, your landlord is not waiving any of its rights to proceed against you under the Notice to Quit which was previously served upon you." This sentence can be added as the last sentence of the notice.

If you already have a case against a tenant and have an ongoing Agreement for Judgment with a payment plan or "be good" language, do not serve a new notice to quit. A new notice will only invalidate the Agreement for Judgment. It is much faster to serve the tenant with a Motion for the Execution. If you already have the Execution, it is suggested that you keep a calendar that illustrates the date that an Execution expires. If the tenant owes monies pursuant to the Execution, it can be used to gain possession of the apartment.

When a tenant has been served with a notice to quit or if you have an ongoing case with the tenant, it is extremely important to ensure that you are accepting all monies for use and occupancy of the premises and not as rent.

Please feel free to contact any member of the Shaevel & Krems Real Estate Management Team with any questions that you may have.

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