

**THIRTY DAY NOTICE  
OF TERMINATION  
OF MONTH TO MONTH TENANCY**

To: \_\_\_\_\_ (Tenant(s) name)

You are hereby notified that the rental agreement for the premises located at \_\_\_\_\_  
\_\_\_\_\_ will terminate and you must vacate on or before 11:59 pm  
\_\_\_\_\_ (said date being at least thirty days  
after the next periodic rental date).

This notice shall not constitute a waiver of any other notice issued prior hereto or concurrently with this notice. All prior or concurrent notices shall be cumulative and all rights are hereby reserved to proceed on any or all notices, independently or collectively.

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Landlord/Owner Signature*

\_\_\_\_\_  
**(Print)**

**Certificate of Service**

The undersigned hereby certifies that the above and foregoing was delivered by: (*check if applicable*) \_\_\_ first class mail postage prepaid \_\_\_ hand delivery on: \_\_\_\_\_

to:

\_\_\_\_\_  
*Tenant Name(s)*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State Zip*

\_\_\_\_\_  
*Landlord/Owner Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State*

\_\_\_\_\_  
*Phone*

**Instructions for:                    **Thirty Day Notice Of Termination Of Month to Month Tenancy****

**When to use this form:** Residential tenancies may be terminated without cause by either the landlord or the tenant by giving the other a thirty-day notice of termination. Neb. R.R.S. §76-1437(2) states: "*The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.*" Termination of the tenancy can only occur when the tenancy is month-to-month or after a lease term has expired. A thirty-day notice given after the periodic rental date is not enforceable by the person giving the notice (*ie.* on the 2<sup>nd</sup> of the month).

**How to use this form:** Fill in the required information and serve the notice on the other party. The notice is deemed effective, the date of mailing if sent by the landlord to the tenant, and the date of delivery if sent by the tenant to the landlord. See Neb. R.R.S. §76-1413(2). **Be sure to keep a copy for your records.**

**How to serve:** The notice must be served:

- 1) in hand to the tenant, or
- 2) at the landlord's place of business, or
- 3) by mailing to the other party.

Nebraska law does not require that a notice be mailed by certified or registered mail. Recipients often refuse delivery of mail by those methods therefore, it is recommended not to use those methods preferring regular first class mail. If you believe that the landlord or tenant will challenge the mailing of the notice, obtain a "Certificate of Mailing" from the post office at the time you mail the notice. Posting on the door, leaving a copy inside the premises, or other conspicuous place is not recommended unless a duplicate of the notice is also mailed.

**Holdover:** In the event that the tenant refuses to vacate the premises following the proper service of the notice an eviction action (action for restitution of premises) pursuant to Neb. R.R.S. §76-1441 *et. seq.* may be commenced.

**Other Notes:** Certain lease forms may require a 60 days or longer notice and delivery by certified mail. The tenant is required to pay rent during this period unless the tenant has prepaid the last month's

rent. A tenant who fails to pay the rent could be served a Notice of Failure to Pay Rent. Acceptance of rent covering a rental period after the effective date of the notice would constitute a waiver of the notice. The periodic rental date is the first of each month unless otherwise agreed to by the parties.

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