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DO YOU WANT TO BE THE NEXT AMERICAN IDOL

.....but you'd settle for being your boss' idol? If so, sing the following tune borrowed from Jon Cougar Mellencamp and you'll be on your way to fame!

♪ Here's a little ditty about Jack and Diane, ♪
Two college kids payin' their rent only when they can. ♪
♪ Jacky was arrested, and rottin' in jail, ♪
Diane can't pay rent cause she posted his bail. ♪

♪ You're sittin' at your desk draftin' notices with ease, ♪
When all the tenants want to do is shoot the breeze. ♪
♪ They ask you not to evict them as they drop to their knees, ♪
Give me a couple more days, could you please. ♪

♪ You say, ♪

♪ Oh yeah, all your money is gone, ♪
Payin' your rent is what you should have spent it on. ♪

All right, so we're not as musically talented as Ruben and Clay, but if you don't want Simon to say, "This is the worst notice to quit I have *ever* seen," make sure you hit the following high notes when drafting your notices to quit:

1. Use the legally correct name of the landlord.
2. Address the notice to all of the leaseholders of the premises.
3. Indicate on the return of service whether you served the notice "last and usual" at the apartment or if the service was made in hand, and include the name of the person who actually served the notice and the date it was served.

4. When preparing a 14 day notice to quit, the 14 days begin the day after the tenant received the notice. Instead of including the actual expiration date, put "after the expiration of 14 days from your receipt of this notice."

5. If the tenant has already been served with a notice to quit and you want to serve them with an additional notice to quit for another reason, 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.

6. If you already have a case against a tenant and have an existing Agreement for Judgment with a payment plan or "be good" language, don't serve a new notice to quit. A new notice will invalidate the Agreement for Judgment. It is much faster to serve the tenant with a Motion for the Execution.

7. If you already have an Execution but don't want to use it right away, you should calendar the date that the Execution expires, which is three months from the date it is issued.

As always, please feel free to call (or serenade) any member of the Shaevel & Krems Real Estate Management Team with any questions that you may have.

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