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R E M I N D E R

These issues have arisen in recent summary process cases we have had.

- If a tenant is causing problems, document the file and, if appropriate, send the tenant one or more warning letters. Your case will look better at trial if you do these things.
- When a tenant has been served with one notice to quit, you have to be careful about serving a second notice to that tenant. For example, a tenant was served with a notice to quit for cause two weeks ago, and now you realize that the tenant hasn't paid this month's rent. If you serve a notice to quit for non-payment of rent with the usual language, you will inadvertently nullify the notice for cause. You may serve a notice for non-payment, but it must contain this or similar 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 can be added at the end of your notice.
- If you brought a case against a tenant and have an Agreement for Judgment with a payment plan or "be good" language, make sure you don't forget that the Agreement is ongoing. We will help by sending periodic reminders to you. Sometimes managers forget and send a new notice to quit when the tenant doesn't pay his rent or creates a nuisance. This notice to quit invalidates the Agreement for Judgment and causes you to have to start a new summary process case. It is much easier and faster to simply have us file a Motion for the Execution.
- When a tenant moves out and you discover that an unauthorized person is living in the apartment, be careful about accepting any money from that person. By doing so you may change the occupant's status from a trespasser to that of someone entitled to the protections of a tenant.

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

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