

## **DISTRESS NOTICE AND NOTICE OF BREACH**

TO: [INSERT NAME OF TENANT] ("Tenant")

FROM: [INSERT NAME OF LANDLORD] ("Landlord")

RE: [INSERT ADDRESS OF LEASED PROPERTY] (the "Premises")

**AND RE: LEASE /OFFER TO LEASE DATED [INSERT DATE OF LEASE] (the "Lease")**

DATE: [INSERT DATE]

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YOU ARE HEREBY NOTIFIED that you are in breach of the above Lease in that:

1. *if applicable:* You have failed to pay minimum rent and additional rent due on *[insert date]* in the amount of \$#####.##, including GST; and
2. *[set out details of any other breach(es)].*

AS A CONSEQUENCE OF THE SAID DEFAULTS, and pursuant to the terms of the Lease and the *Commercial Tenancies Act*, the Landlord hereby distrains the goods and chattels of the Tenant for the sum of \$#####.##, being the amount due to the Landlord as set out above, including GST.

AND TAKE NOTICE THAT should the distress herein levied not be satisfied within five (5) days from the date hereof, the Landlord shall cause the said goods and chattels to be sold by public auction or private sale in accordance with the provisions of the *Commercial Tenancies Act*.

**THIS IS A 2-PAGE FORM.**