

LANDLORD TENANT
RESERVATION OF RIGHTS LETTER

DATE: _____

TO: _____

RE: Notification of intent to pursue or continue Summary Possession Action

Dear _____

This letter will acknowledge receipt of your rental payment on _____ in the amount of \$ _____.

On _____ you were served with notice requiring you to pay your past due rent and any past due fees. As a result of your breach of the lease agreement by your failure to pay in a timely fashion, your rental agreement has been terminated. Your payment does not resolve the breach and the landlord fully intends to pursue or continue an action for Summary Possession in the Justice of the Peace Court as a result of your breach of lease.

RESERVATION OF RIGHTS:

Your check (if applicable) will be deposited, and all funds received above will be applied to your outstanding balance. **Acceptance of the rent payment is with reservation of all rights and remedies available to the landlord or his agent under Title 25 Del. C. §5101 et seq, and does not constitute a waiver of any rights. Thus this acceptance of rent with reservation of rights does not constitute a renewal of the rental agreement, nor does it create a new rental agreement.**

Should you have any questions please do not hesitate to contact me.

Sincerely,

By signing this letter, I/we acknowledge receipt for all purposes under the Delaware Landlord Tenant Code.

Tenant

Date

Tenant

Date