

Beware the Pitfalls of the Notice of Default

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By

It is well established law that distress and termination are mutually exclusive remedies. Distress proceedings are fundamentally inconsistent with a termination of the lease, as the former contemplates the continuation of the leasing relationship while the latter contemplates the end of the leasing relationship. If the landlord intends to terminate the tenancy, a separate and distinct notice of termination must be delivered and must comply with the lease.

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