

**MODEL  
LETTER**

## Send Nonwaiver Letter After Accepting Tenant's Partial Payment

The nonwaiver clause alone may not protect you. That's because the tenant may argue that in accepting the partial payment, you waived your rights under the nonwaiver clause. The best way to take this claim out of play is to send a letter like the one below to notify the tenant that your acceptance of the partial payment doesn't waive your right to exercise any and all available remedies to collect the rest of the rent owed.

### NONWAIVER LETTER TO TENANT

[Insert date]

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[Tenant's name]

[Tenant's address]

Re: [Payment made in relation to address of Leased Premises]

Dear Tenant:

This letter is in reference to the Lease dated \_\_\_\_\_, 20\_\_, between [insert landlord's name] as Landlord, and [insert tenant's name] as Tenant, covering Suite/Lot/Building \_\_\_\_\_ in the Building/Facility/Center located at [insert address of Leased Premises].

The monthly rent due and owing under the Lease for the month of [insert month covered by Tenant's partial payment], 20\_\_, is \$\_\_\_\_\_. However, you have delivered to us for said month a check for \$\_\_\_\_\_, which is less than the full amount of the monthly rent due and owing.

You are hereby advised and notified that in accordance with Section \_\_\_ [insert Section number of the Accord and Satisfaction provision] of the Lease, our acceptance of the above-referenced check is merely as a partial payment on account, and that such acceptance shall in no way constitute an accord and satisfaction or a waiver by Landlord of the balance of the rent due and owing for such month, and that Landlord reserves its rights to pursue any and all remedies available to us to recover the balance of that monthly rent that is still due and owing.

Very truly yours,

[Landlord's name]