SOUTH DAKOTA RENT DEMAND

RENT NONPAYMENT / NOTICE

SDCL21-16-1(4);2024S.D.Sess.LawsCh75;SDCL43-32-14

Voluntary residential rent demand or lease-required notice. This is not the former mandatory three-day notice to quit.

01 TENANT & RENTAL PROPERTY

To: tenant name(s), and any unknown occupants

Tenant mailing address (street, unit, city, state and ZIP)

Rental property address (community / unit, city, SD and ZIP)

Notice / rent balance date

Requested payment date (honor applicable requirements)

02 LANDLORD / AGENT

Landlord / agent name

Landlord / agent phone number

Landlord / rent recipient mailing address

03 UNPAID RENT DEMANDED

Rent period / due date	Rent charged ($)	Paid / credited ($)	Unpaid rent ($)

TOTAL UNPAID RENT DEMANDED ($) - no separate fees or other charges included

04 NOTICE / TENANT RIGHTS

Demand for unpaid rent. The TOTAL UNPAID RENT stated above is due and unpaid for the identified premises and periods. The landlord requests payment of that rent by the requested payment date above, using the payment instructions below. This is a voluntary demand or notice provided under applicable lease or other requirements. It does not itself terminate the tenancy or create an eviction order. If rent remains unpaid, the landlord may seek remedies available under the rental agreement and applicable law, including possession through court where the legal grounds are met.

South Dakota law and tenant rights. Failure to pay rent for three days after it is due is a ground stated in SDCL21-16-1(4). The former separate mandatory three-day notice to quit under21-16-2 was repealed effective July1,2024; this document does not claim to be that repealed statutory notice or an automatic additional three-day cure period. Any applicable lease, federal or other notice and payment protections remain. This demand includes rent only, not separate fees or costs. Payment agreements, acceptance of rent, defenses and other circumstances may affect the parties' rights. Only lawful court process can recover possession. Creating, signing, downloading or sharing this file does not establish legally sufficient service or complete a court filing.

PAYMENT INSTRUCTIONS (recipient, method and location)

ADDITIONAL TERMS (optional; cannot override applicable law)

Landlord / agent signature

Signer name / capacity

Date signed

South Dakota Landlord Guide

Using the rent notice | Landlord reference only

Fill out online

Keep this guide out of the notice provided to the tenant. Required companion forms remain separate; this guide does not replace them.

The former three-day notice law was repealed

SDCL 21-16-2 was repealed effective July 1, 2024. Do not rely on an old form or brochure that still describes it as a current mandatory three-day pre-suit notice. The present form is a voluntary rent demand or a way to meet applicable lease or other notice obligations.

Do not confuse arrears with a notice period

SDCL 21-16-1(4) identifies failure to pay rent for three days after it is due as an eviction ground. That is different from the repealed additional notice requirement. A requested payment date in this tool is not a newly created statewide statutory cure period.

Check the actual agreement and current court packet

Lease promises and federal or program protections may still require notice. The court's current eviction filing materials address a summons and verified complaint; they are not optional landlord guide pages and are not created by signing a voluntary demand.

Before you use page 1

Record the rent due date, unpaid amount, any agreed payment opportunity and actual communications. Do not assume a universal payment-waiver rule. Use the court process rather than self-help if possession remains disputed.

Official sources

SDCL 21-16-1: current eviction grounds

2024 Session Law chapter 75: repeal of 21-16-2

South Dakota Courts: current eviction materials