

(iii) *The double rent and double rent value set forth in subparagraph (i) and (ii) of this paragraph shall include, and not be in addition to, apportioned rent for the period of hold-over at the rate under the lease.*

(iv) *Damages in excess of the rental rate specified in the lease shall accrue only from the end of the term or thirty (30) days after the delivery of the notice referred to in Section 8-402 (a)(3) (whichever is later) until the tenant vacates the premises; provided, however, that the damages shall never be less than the apportioned rent for the period of hold-over at the rent rate under the lease.*

(v) *Any action to recover the damages referred to in this section may be brought by suit separate from the eviction or removal proceeding or in the same action and in any court having jurisdiction over the amount in issue.*

(3) *The provisions of this section shall be inapplicable unless the landlord gives the tenant notice in writing stating that the tenant may be liable for double the rent under the lease or double the rental value (if the latter be applicable); said notice may contain other information. The notice provisions of this section may not be waived by lease provision or otherwise. The notice may be given at any time before or after the termination of the lease but not more than 100 days before the termination of the lease.*

(4) *Nonexclusive remedy.*

*Nothing contained herein is intended to limit any other remedies which a landlord may have against a hold-over tenant under the lease or under applicable law. Nor shall a notice given to a tenant under Section 8-402(a)(3) be construed as an election of remedies by the landlord if the notice is given prior to the end of the lease term.*

(b) *Notice to Quit.*

(1) *Notice to remove; complaint to ~~district court~~ DISTRICT COURT; procedure.*

*Where any interest in property shall be leased for any definite term or at will, and the landlord shall desire to repossess the property after the expiration of the term for which it was leased and shall give notice in writing one month before the expiration of the term or determination of said will to the tenant or to the person actually in possession of the property to remove from the property at the end of the term, and if the tenant or person in actual possession shall refuse to comply therewith, the landlord may make complaint thereof in writing to the District Court of the county where the property is located. The court shall forthwith issue its summons to the tenant or person in possession that he be and appear on a day stated in the summons before the court to show cause (if any he have) why restitution of the possession of the said estate so leased should not be forthwith made to the landlord. Upon the failure of either of the parties to appear before the court on the day stated in the summons, the court shall continue the case to a day not less than six nor more than ten days after said day so first stated and notify the parties of such continuance.*