

# vacate premises BREAK LEASE NOTIFICATION



Today's Date			
Property Address			
Tenant/s Names			
Intended Vacate Date	Lease Expiry Date		
Vacate Reason			

## Current Contact Details

Name		Name	
Work Phone no.		Work Phone no.	
Mobile no.		Mobile no.	
Email Address		Email Address	

## Bank Account Details for Bond Refund Note: If you have a bond account with the rental bond board, we are unable to modify your account details.

Name of Account	
BSB	
Account Number	

## Please Initial to Acknowledge the Following:

- Tenant/s are aware it is their responsibility to continue to pay rent until a suitable tenant has been found and a new tenancy agreement has been signed (for a term not less than the remaining period on the existing tenancy agreement) or the lease expires - whichever occurs first.
- Tenants have received a copy of the final inspection guide and will use this to prepare the premise for the final inspection by giving vacant possession (keys returned). This confirms you are ready for our final inspection.
- It is the tenant's responsibility to book an appointment time for the final inspection if they wish to be present. Should tenants not nominate an agreed allocated time our Tenancy Manager is authorised to conduct the final inspection.
- The water meter will be read and the final amount calculated on vacation. You will be notified of the amount payable if applicable to you.
- The tenancy agreement states tenants are required to give reasonable access for prospective tenant inspections. Our leasing consultant will contact you to organise appointments. We encourage you to be as flexible as possible due to this being a break lease situation.

Tenant Signature/s: \_\_\_\_\_ Date \_\_\_\_\_

Forwarding address: \_\_\_\_\_

Office Use Only			
TM:	Current rent p/w: \$	Res for lease email sent:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Macpro: Vacate entered	<input type="checkbox"/> Yes <input type="checkbox"/> No	Lease expires:	Completed by:

# information sheet: **BREAKING A LEASE EARLY**



A “break lease” is the term used when all tenants give notice to vacate the rental property before the lease expiry date as specified on the Residential Tenancy Agreement.

Please be aware that simply telling the office or filling in a Notice to Vacate Form does not release you from your obligations that you originally signed in the Tenancy Agreement. Tenants are required to still pay rent until the lease expiry date or until a suitable prospective tenant is found, whichever occurs first.

If a prospective tenant puts an application forward, they will need to be approved by the landlord and meet all criteria set by Fitzpatrick's Real Estate. The term of a new lease is dependent upon the remaining time on your current lease. For example, if your lease does not expire for another 12 months then the next lease has to be for 12 months or longer.

You, the tenant, still have the responsibility to maintain the property and grounds even if you have vacated the premises, until the lease expiry date or a new lease agreement has commenced.

Fitzpatrick's will not start advertising the property until all break lease paperwork has been read and signed by all leaseholders. Any advertisements in the Weekend Advertiser will need to be paid for in full by the tenants before we place the ad, at a cost of \$30 per advertisement.

## **Costs involved in breaking your lease**

- Rent until a new tenant takes over or the fixed term period ends, whichever occurs first, and
- A percentage of the agent's reletting fee (one week's rent). For example, if you break the lease 9 months into a 12 month tenancy, there is 25% of the lease remaining so you would be expected to pay 25% of this amount.

Once a new binding Tenancy Agreement has been signed and both the deposit and bond have been paid, your Tenancy Agreement can then be finalised and your bond accounted for. Your bond will only be refunded at the end of the tenancy (if applicable) after your final inspection. Under no circumstances will we release the bond during your tenancy.

## **Please tick below points and sign to acknowledge:**

- Tenant/s agree to pay Fitzpatrick's Real Estate the reletting fee owing.
- Tenant/s understand they are still responsible for rental payments until the premises are let OR the expiration of the lease, whichever occurs first.
- If the tenant/s request any advertising to be conducted to further market the property, all advertising costs must be paid in advance prior to the advertising being placed.
- Tenant/s acknowledge that if the property is re-leased prior to expiration of their Tenancy Agreement the rental payments will be stopped from the commencement date of the new Tenancy Agreement. Payment cannot be stopped prior to this final rent date.
- The bond cannot be processed until a new Tenancy Agreement has commenced OR the current Tenancy Agreement has expired, whichever occurs first.
- It is the tenant/s responsibility to book an appointment for the final inspection if they wish to be present. Should tenants not nominate a time our Tenancy Manager will go ahead and conduct the final inspection within a reasonable timeframe.
- Tenant/s have received a copy of the Final Inspection Cleaning Guide to assist with final hand back standards.
- Where applicable the final water meter will be read and the final amount calculated at the very end. We recommend you make it as easy as possible to show the premises to potential new tenants.
- I/We understand if money is owing and you choose not to pay your name could be listed on a tenancy default database. Such listings can make it difficult to rent again anywhere in Australia.

**I/we acknowledge and agree to adhere to the above terms and conditions due to the breaking of my current Tenancy Agreement.**

Signature/s: \_\_\_\_\_ Date \_\_\_\_\_

Signature/s: \_\_\_\_\_ Date \_\_\_\_\_