

INFORMATION ON BREAKING YOUR LEASE

Complete Form 13 – Notice of Intention to Leave and Agreement

- You need to complete a Form 13 Notice of Intention to Leave and an Agreement to end a Fixed Term Tenancy. **No action will be taken unless both of these forms are completed and signed off.** The Agreement will clearly state what all parties' responsibilities are.
- All parties named on the Lease need to sign it. You also need to complete the Form with the proposed date you wish to vacate the property. If that date changes you would need to notify us as they could affect marketing and the placement of a new tenant. Both the Form 13 and Agreement need to be collected from our office.
- If you give a Form 13 during a fixed term agreement, you are still legally responsible for the tenancy and will be liable for the rent until the end date on your fixed term agreement or when a new tenant has been approved and moves into the property. **An exit inspection will not be carried out until a new tenant has been confirmed to take over the lease. If you have already vacated and cleaned the property, you may be requested to return if further cleaning is required.**
- On receipt of the Form 13 we will advise the owners, place the property back on the rent list and also on Real Estate.com.au **You are also able to advertise the property yourself at your own expense. The property is marketed at the same rent as what you are currently paying.**

Inspections

- Our office will be scheduling inspections to show prospective new tenants and will send the appropriate entry notice stating the date and time.
- If a prospective new tenant wishes to apply they will need to come into our office and complete an application form. They will need to undergo the usual checks and be approved by the owner of the property. Once this occurs we will liaise with you to set the appropriate dates for you to move out and for them to move in.
- When a new tenant is approved they will be asked to call in and pay the first weeks rent to secure the property. Please note that until the new tenant signs the lease documents and pays the required money they can withdraw at any time and you will still be responsible for the property.

Vacating

- On Exit you will be required to leave the property in accordance with our normal exit conditions, ie carpets cleaned, property to be left as per the entry condition report. You will need to hand keys into our office with 3 clear days prior to the new tenant moving in to ensure we have adequate time to carry out the Exit inspection. If the keys are not in with the 3 clear days notice and there are cleaning or repair issues, we will be arranging to have the work done and deducting it from your bond. This will happen to ensure the property is ready for occupation for the new tenants on the agreed day.
- When deciding your vacating date please be sure that is the date you intend to vacate as when a new tenant is approved they are entitled to take possession of the property on the agreed date.

INFORMATION ON BREAKING YOUR LEASE

Break Lease Costs

- What needs to be paid by you:
 - a) Rent up to the day before the new tenant takes over
 - b) A Lease Break Fee which is one weeks rent plus GST
- The Lease Break fee needs to be paid prior to your vacating date. The lease break fee is not to be taken from bond.
 - c) Water meter reading (only applicable if tenants are responsible for water consumption)
- *Please note that any other monies that are required to be paid to complete the handover of tenancy will need to be paid prior to ANY BOND MONIES being released.*

Our Responsibility to the Owner

- **It is important to note that a Tenancy Agreement is a legally binding document. When you signed the Agreement, you agreed to be responsible for paying the rent until the end date on the Tenancy Agreement. We have a primary responsibility to the owner to ensure that they do not suffer any financial loss from a lease break situation within the guidelines of the Act.**

We have read the above fact sheet and understand our obligations under our tenancy agreement.

_____ **Date:** _____

Signed by tenants

local
agent

we know

here