**TENANTS NOTICE TO VACATE**

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Being Tenant/s of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Our/My Forwarding Address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Option 1**

* In accordance with Residential Tenancies Act (1997), herby give Twenty-Eight (28) Days’ Notice to Vacate the abovementioned premises upon the expiration of our Lease, being

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Actual Vacate date being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

I/We hereby understand that I/We are liable for 28 Days rent from the date at which you receive and acknowledge this Notice, even if I physically vacate the property prior to this date.

**Option 2**

* I/We hereby wish to ‘Break our Lease’ at the above-mentioned Property.

I/We hereby understand that I/We are liable for all cost associated with Breaking our Lease, being:

* Rent up to and until day New Tenant Lease Commences
* All costs incurred by the landlord in re-letting the property including any repairs & maintenance & labour costs to restore the property to its original condition prior to this lease commencing.
* Letting Fee proportionate to your tenancy agreement.
* Lease break fee
* All Marketing Costs (Capped at $300.00)
* Cleaning of the Premises

I/We hereby give consent to the Landlord/Agent to show the property to Prospective Tenants prior to vacating the property.

In accordance with the Residential Tenancies Act 1997, I, We acknowledge that rent must be paid up to the date of vacating and my/our responsibility under the Act, which states; A tenant under a tenancy agreement shall not refuse to pay rent on the grounds that he/she intends to regard as rent by him/her the bond or any part of the bond paid by him/her in respect of the premises. Your bond is held with the RTBA and therefore it is mandatory to complete a bond claim for the bond to be returned.

Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AgentX Real Estate agrees to give reasonable Notice to you, as the current Tenants, of any intention to have the property viewed by Prospective Tenants.

**\* Please return this form via email to: rentals@agentx.com.au**