

**NOTICE TO BREAK LEASE**

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROPERTY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT/S:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOME PH:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MOBILE PH:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/WE HEREBY GIVE NOTICE OF MY/OUT INTENTION TO VACATE OUR RENTAL PROPERTY. I UNDERSTAND THE LEASE AGREEMENT HAS NOT EXPIRED.

I INTEND TO VACATE BY 5PM ON\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **I understand:**

 **• I am responsible for rent until a new tenant takes over or the fixed term period ends, whichever occurs first, and I am liable for**

**•a percentage of the advertising costs and the agent's re-letting fee . For example, if you break the lease 9 months into a 12-month tenancy there is 25% of the lease remaining, so you would expect to pay 25% of these amounts.**

**NOTE: In limited circumstances you can break the lease agreement early without penalty. See information at end of this Notice. For more information view** [**www.fairtrading.nsw.gov.au**](http://www.fairtrading.nsw.gov.au)

MY/OUR FORWARDING ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is our legal responsibility to take action to limit losses to you. It is in your interest to allow reasonable access to the property to find replacement tenants as soon as possible. We will endeavour to provide 24 hours notice to show prospective tenants. However, if a client walks into our office to view the property we will contact you for access.

 TENANT SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **EMAIL to rentals@wyattrealty.com.au or Fax 9337 2755**

 **Wyatt Realty, 2 Old South Head Road, Rose Bay Nth NSW 2030 PH: 93372700**

**In limited circumstances you can break the agreement early without penalty. You can give 14 days written notice to end an agreement early if:**

 •you have accepted an offer of social housing (eg. from Housing NSW)

•you need to move into an aged care facility or nursing home (not a retirement village)

•you have obtained a final apprehended violence order against somebody you were living with that excludes them from the property

•the landlord has put the premises on the market for sale, and you were not told before signing the lease that the property would be sold.

**You can give 21 days written notice to end an agreement early if:**

 •you have a fixed term agreement of more than 2 years and you have been given a rent increase notice or •your co-tenant passes away.