

# Tenant Vacating Notice

I/We ..... (name) hereby  
give notice of my intention to vacate the property at  
.....(property)  
on ..... (vacate date)

Under the terms of my Tenancy Agreement I understand that I am required to give:

- End of fixed term tenancy:** Any time before the end of the fixed term of the agreement that is to take effect on or after the end of the fixed term and not earlier than 14 days after the day on which the notice is given (Section 96)
- Termination of periodic tenancy:** Termination notice must specify termination date that is not earlier than 21 days after the day on which the notice is given (Section 97)
- Breaking Lease Agreement:** I/We understand that as I am breaking the Tenancy Agreement I am responsible for the following fees:
  - 4 weeks rent if less than 25% of the lease had expired
  - 3 weeks rent if 25% or more but less than 50% of the lease had expired
  - 2 weeks rent if 50% or more but less than 75% of the lease had expired
  - 1 week's rent if 75% or more of the lease had expired.
- Sales Termination Notice Issued:** vacant possession required as per contract for sale
- Breach of agreement:** 14 days notice (Section 98)
- Rent increase during long term fixed term leases:** Applies to a fixed term of 2 years or more. 21 days after the day on which the notice is given and must be before the rent increase takes effect. Termination date may be before the end of the fixed term, the tenant is not liable to pay any compensation or other additional amount for early termination of the agreement (Section 99)
- Early termination without compensation to landlord:** A termination notice for a fixed term agreement may be given on any of the following grounds:
  - the tenant has been offered, and accepted, accommodation in social housing premises
  - the tenant has accepted a place in an aged care facility or requires care in such a facility
  - the landlord has notified the tenant of their intention to sell the residential property and did not disclose this before entering into the residential tenancy agreement
  - The termination notice must specify a date that is not earlier than 14 days after the day on which then notice is given, the notice may specify a date that is before the end of the fixed term of the agreement
  - No compensation or other additional amount is payable by the tenant for the early termination of the agreement (Section 100)
- Death of a tenant:** No minimum notice period (Section 108)

The reason for vacating is .....

My/our forwarding address is .....

I/We would like assistance in finding another property

I understand that you may want to show prospective tenants through the property. Please arrange access for this by contacting me on:

w) ..... h) ..... m) .....

email .....

Signed ..... Date .....