

Notice of Intention to Break Lease

Date: _____

Property: _____

I/We.....
.....

Wish to break the lease at the above property.

I/We acknowledge that our Tenancy Agreement does not expire until _____ . I/We intend to vacate the property on _____

I/We acknowledge that I/we are responsible for all rental payments until another suitable tenant is found and a new Tenancy Agreement has commenced. The the property, and if applicable the yard, must be maintained until the start date of the new tenancy.

I/We agree to pay the re-letting fee of one weeks rent plus GST to Agent.

I/We authorise Elders Real Estate Woombye to show any prospective tenants through the property with a minimum of 24 hrs notice in writing, unless arranged otherwise.

Signed:.....

Signed:.....

Dated:.....

AGENT:.....

Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 302–308, 327 and 331–332)



1 Address of the rental premises

	Postcode

2 Notice issued by

1. Full name/s		Signature
Forwarding address		
	Postcode	
Phone	Mobile	Date / /
Email		

2. Full name/s		Signature
Forwarding address		
	Postcode	
Phone	Mobile	Date / /
Email		

3. Full name/s		Signature
Forwarding address		
	Postcode	
Phone	Mobile	Date / /
Email		

3 Notice issued to Lessor Agent

Burns Family Trust T/as Elders Real Estate Woombye

4 This notice issued

- without grounds
 with grounds (provide details)

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5 Notice issued on

Day	Date	Method of issue (e.g. by post, in person)
<input type="text"/>	<input type="text"/>	<input type="text"/>

6 I/We intend to give up vacant possession by midnight on

<input type="text"/>	(There are minimum notice periods that apply, see overleaf)
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Do not send to the RTA—give this form to the lessor/agent, keep a copy for your records.



Notice of intention to leave (Form 13)

Residential Tenancies and Rooming Accommodation Act 2008
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The tenant/s give this notice to the lessor/agent when the tenant/s want to vacate the premises by a certain date.

There may be a number of grounds (reasons) for giving the notice. If the lessor/agent disputes these reasons, they should try to resolve the matter with the tenants first. If agreement cannot be reached, the RTA's Dispute Resolution Services may be able to assist.

If tenants are leaving because of an unremedied breach, this notice must be given after the expiry of the 7 day remedy period.

If the tenant/s are giving this notice because of an unremedied breach by the lessor or agent, please note that this notice does not guarantee that you will be released from the tenancy agreement. You may apply for termination of your lease through the Queensland Civil and Administrative Tribunal (QCAT) under section 309 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

Schedule of timeframes

Grounds	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Unremedied breach	7 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	1 day
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 weeks	2 weeks	1 day
Intention to sell	2 weeks	2 weeks	1 day
Without grounds—periodic	2 weeks	2 weeks	1 day
Without grounds—fixed <i>Note: Can only be ended before the end of the fixed term if both parties agree.</i>	14 days	14 days	1 day