

NOTICE OF INTENTION TO VACATE RENTED PREMISES

To: Burns & Co, 107 Eighth Street, PO Box 2035, Mildura, Vic 3502

I/We

Of

Hereby notify my intent to **vacate** the above premises on

..... day of 20.....

I acknowledge that my **Lease** *expires/expired on the

..... day of 20.....

I acknowledge that I am required to give a minimum of 28 days notice, as per clause 24 of my Lease Agreement and Section 235 (2) of the Residential Tenancies Act 1997.

I acknowledge that upon handing in this notice, I will make the property available for open inspections which will be organized through the Agent ONLY. Twenty-four (24) hours notice will be given for all inspections.

I acknowledge that should I withdraw this notice to vacate the premises, that I will pay Burns & Co an administration fee of \$75.00 incl gst, for costs associated with advertising & identifying a replacement tenant.

I acknowledge that it is my responsibility to cancel automatic rental payments (Re Connect oneCard, Centrepay or other direct debits) from the date of vacate, and that failure to do so will incur a fee of \$50 incl gst.

RENT OWING to *vacate date/lease expiry is \$_____

Section 428 of the Residential Tenancies Act 1997 states that Tenant may not refuse to pay rent on the grounds that they intend the Bond to be regarded as rent. Failure to comply may result in a \$1,000 fine.

***LEASE BREAK** – I acknowledge that I am breaking my Lease and agree to pay the following costs, in accordance with Item 16 of the Tenancy Agreement Annexure:

- pay rent until either a new tenant moves in to the property and starts paying rent or until the Agreement expires (whichever happens first).
- pay Burns & Co a letting fee equal to one and half week's rent (+GST) for finding a suitable replacement tenant.
- pay the costs of any advertising agreed to by me/us and **Burns & Co \$55.00 inc GST**
- pay the cost of Lower Murray Water Meter Reading (if applicable) of \$44.70

Please Note – Your tenancy does not terminate until all keys to the property are returned to our office.

Forwarding Address

Forwarding Phone No. Mobile

Reason for Vacating

Signed _____ / _____ / _____

*** Tenant provided with photocopy of notice & final inspection guide*

Office Use Only
Property Manager

Phone call to L/Lord	_____
Current Rent \$ _____	pw/pf/pm
New Rent \$ _____	pw/pf/pm
Confirm Let Fee \$ _____	_____
Schedule Outgoing	_____
*Lease Break Fee/Invoices raised	\$ _____
*Marketing Fee to Charge	\$55.00
*LMW Meter Read Fee	\$44.70
Delete scheduled routine inspections	_____
Confirmation letter to Landlord	_____
Arrange advertising/Signboard up	_____

Administrator

Update Console with Vacate Date _____

******VARIATION TO NOTICE TO VACATE******

I/We wish to cancel Notice to Vacate

Signed: Date:

I/We wish to vary Notice to Vacate

I/we will now be vacating on subject to confirmation by Property manager.

Signed: Date:

Approved: Date:

FINAL INSPECTION GUIDE

PLEASE NOTE - RENT WILL BE DUE AND PAYABLE UNTIL ALL KEYS ARE RETURNED

The following information has been prepared to assist you when vacating the property you have been renting through **Burns & Co.** Please note that we cannot inspect the property until you have removed all belongings and have returned the keys. Any keys given to friends or relatives should also be handed back.

We ask that before the Final Inspection you:

- **Ensure that our office has your new forwarding address and phone number.**
- **Pay your rent until the vacating date.**
- **Return all keys to our office including letterbox keys.**
- **Arrange disconnection of your telephone and electricity supply.**
- **Contact Australia Post and arrange re-direction of all mail to your new address.**
- **Contact Lower Murray Water to advise of vacate date, to enable them to undertake final read**

Attendance to the following matters prior to our inspection will save considerable time and prevent unnecessary delays in returning your bond.

Subject to the condition of the property at the commencement of your tenancy you should ensure that:

1. The property is left in a **very** clean and tidy condition. Please ensure that the carpets have been professionally **steam cleaned. A receipt will be required.** Furniture and upholstery to be left in clean condition (if applicable).
2. All cupboards, shelves, drawers and benches to be cleaned.
3. Walls and doors to be cleaned of all marks. All floors to be washed and skirtings dusted.
4. Stove, griller, oven and exhaust fans to be spotless.
5. Windows, window sills & window tracks to be cleaned **inside** and **outside.**
6. Drapes to be washed or dry-cleaned according to fabric specifications. Clean venetian blinds and wash curtains.
7. All items on inventory to be accounted for (if applicable).
8. All light fittings to be cleaned. Air Conditioner vents to be cleaned.
9. All garbage, bottles and rubbish to be removed from the premises. Lawns and edges trimmed and gardens weeded.
10. The garage and/or storeroom to be cleaned out free of cobwebs and grease marks removed from car space/garage. External cobwebs around home to be removed.
11. Particular attention should be paid to bathrooms, toilets, and shower recess to be scrubbed & grouting to be **free from all soap residue** and **mould.** Shower screens & curtains to be washed.