

# NOTICE TO VACATE

To: BOB BERRY REAL ESTATE  
56 TALBRAGAR STREET  
DUBBO NSW 2830  
Fax: 6884 8220



<b>14 DAYS NOTICE</b>	Required if your Residential Tenancy Agreement (RTA) has <b>not</b> expired and you wish to vacate on the expiration date or up to 14 days after this date. Your notice must be given prior to or up to the date the RTA expires.
<b>21 DAYS NOTICE</b>	Required once your Residential Tenancy Agreement has expired.
<b>BREAK LEASE</b>	It is agreed that upon signing this form in the event of breaking a lease, the tenant/s authorise Bob Berry Real Estate to advertise the property for lease and show prospective tenants through the property. The tenant/s understand the following costs are applicable when breaking a lease : <b>1. RTA signed prior to 8 July 2013</b> <ul style="list-style-type: none"><li>• Payment of rent for the premises until a new tenant is found or the Residential Tenancy Agreement expires, whichever occurs first. The bond will not be released until a new tenant, approved by the landlord, moves into the property.</li><li>• Reimburse owner for agents re-letting fee of one week's rent plus GST, document preparation fee of \$44 (inc GST) and advertising expenses of \$22 (inc GST)</li></ul> <b>2. RTA signed on or after 8 July 2013 (Refer to Clause 42 &amp; 43)</b> <ul style="list-style-type: none"><li>• Payment of rent up to and including vacate date when all keys are returned to BBRE</li><li>• Break fee equivalent to 6 weeks' rent if less than half the term has expired</li><li>• Break fee equivalent to 4 week's rent if half or more of the term has expired</li></ul>

Property Address: \_\_\_\_\_

I/We \_\_\_\_\_ (insert tenant name/s)  
hereby give \_\_\_\_\_ days notice (please see above for minimum notice period) of my/our intention to vacate the  
above property on \_\_\_\_/\_\_\_\_/20\_\_\_\_.

I/We understand that all rent due must be paid and that upon taking final water meter reading, any outstanding water usage charges will be due.

I/We undertake to ensure that the premises will be left in a clean and tidy condition, in accordance with the ingoing Premises Condition Report, which is part of the Residential Tenancy Agreement.

I/We acknowledge that it is important to attend the final inspection or have someone attend on my/our behalf.

If I/we cannot be contacted, I/we agree for Bob Berry Real Estate, as managing agents, to enter the premises at any time between the hours of 9am and 5.30pm Monday to Friday for the purpose of showing the property to prospective tenants.

I/We agree that an 'open for inspection' will be conducted on: \_\_\_\_\_/\_\_\_\_/20\_\_\_\_@\_\_\_\_:\_\_\_\_am/pm

USE KEY: YES/NO or PHONE: (W): \_\_\_\_\_ (H): \_\_\_\_\_ (M) \_\_\_\_\_

My/Our forwarding address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PLEASE DIRECT ANY BOND REFUND AVAILABLE TO:**

Bank/Credit Union Name \_\_\_\_\_ Branch Location \_\_\_\_\_

BSB \_\_\_\_\_ - \_\_\_\_\_ Account Number \_\_\_\_\_

Account Name \_\_\_\_\_

I/We acknowledge receipt of "Moving Out", a publication from the Office of Fair Trading.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date