



FAIRLIGHT'S REAL ESTATE AGENT SINCE 1997

- ▲ Sales & Marketing
- ▲ Property Management
- ▲ Residential & Corporate Rental
- ▲ Mortgages & Insurance

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Termination Notice (agreement not expired)

For use if you are requesting the agent's / owner's agreement to break your Residential Tenancy Agreement (RTA) before the expiry of the fixed term period.

Please print out this form, fill in your details and either: mail, fax, email or hand deliver the completed, signed form to our office. Unsigned, undated or incomplete forms will not be accepted as being valid.

Tenant's Name

Tenant's Name

For the purpose of this termination notice "I", "me" and "my" shall read both be singular and plural

Tenant ID Number

request the agent's / owner's agreement to break our RTA prior to the expiry of the fixed term period. I understand, in so doing I will breaking the RTA and acknowledge my responsibility to:

- Continue to pay rent as it falls due until either, the commencement of a new RTA with a new tenant, or until the expiry of my current RTA; which ever comes first.
- Pay a proportion of the owner's costs associated with finding a new tenant; namely the agent's letting fee of one weeks rent plus 10% GST and a \$15.00 lease preparation fee. The proportion payable being calculated as follows:
 In the event the tenant is breaking their RTA in the first half of the fixed term period, the tenant shall pay 100% of the owner's costs associated with finding a new tenant. In the event the tenant is breaking their RTA in the second half of the fixed term period, the tenant shall pay a proportion of the owner's costs calculated by the formula:
 (letting costs x number of weeks remaining in lease) ÷ (75% x fixed term period of lease)
- In the event the property is re-let at a higher rent than the terms of the current RTA, the higher rent achieved for the remainder of the current fixed term period will be credited against any letting costs the tenant may owe as calculated above. However, in the event the property is re-let at a lower rent the tenant will pay any short fall for the remainder of the fixed term period; the reduced rent to be agreed upon with the tenant prior to the agent / owner entering into a RTA with a new tenant.
- Pay any advertising costs agreed to between the tenant and agent / owner in writing.
- Make the property presentable and available for inspection to prospective tenants at agreed times.
- To vacate the premises and have it ready for inspection by the agent / owner a minimum by 12:00pm 48 hours prior to the commencement of the RTA with the new tenant; such date to be advised by the agent at such time as an application is confirmed by way of the new tenant paying a holding deposit.
- In the event the tenancy is a shared tenancy, I acknowledge I am jointly and severally responsible for fulfilling the terms of the RTA

my reason for vacating is:

reason

Our preferred vacating date is 12:00 pm on:

Date

Our Business Grows With Your Referral

If you or a friend or relative are looking to buy, sell or rent a property, please call us.

Shane Spence Real Estate is the trading name for Bower Real Estate Pty Ltd ABN 27 060 889 287

My / our forwarding address will be:

Address

I / we confirm our contact details are:

Work Phone

Mobile 1

Home Phone

Mobile 2

Email

In the event the agent / owner agrees to this request, I request the agent confirms this in writing

Signed

Dated

Office Use Only

Date Notice Received
