

# NOTICE TO VACATE

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



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

I/We \_\_\_\_\_ (insert tenant name/s)

hereby give \_\_\_\_\_ days notice (please see over page for minimum notice period)

of my/our intention to vacate the above property on \_\_\_\_ / \_\_\_\_ /20\_\_\_\_.

I/We understand that all rent and water charges will be paid in full to the end of the notice period or to the day that the property is returned to the owner in a satisfactory condition and all keys have been received back, whichever is later.

*Please note: Clause 23.8 & 26 of the Residential Tenancy Agreement regarding giving access to allow the landlord's agent to show prospective tenants through the premises during the last 14 days of the Agreement.*

I/We agree that an **'Open For Inspection'** will be conducted on: \_\_\_\_\_ / \_\_\_\_ /20\_\_\_\_ @ \_\_\_\_: \_\_\_\_ am/pm  
(Day) (Date) (Time)

The Outgoing Premises inspection will be conducted on the morning of my/our final day of occupancy unless an alternative time is arranged no less than 1 week prior to my/our vacate date.

*Please note: Outgoing inspections will not be conducted nor keys accepted back prior to the end of the notice period.*

I/We or our representative will be in attendance at the property for the final inspection.

I/We agree that a **'Outgoing Inspection'** will be conducted on: \_\_\_\_\_ / \_\_\_\_ /20\_\_\_\_ @ \_\_\_\_: \_\_\_\_ am/pm  
(Day) (Date) (Time)

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 type \_\_\_\_\_

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

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

.....  
Signature/Date

.....  
Signature/Date

## Required Notice Periods

<b>14 DAYS NOTICE</b>	Required if your fixed term of the 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 fixed term of the RTA expires.
<b>21 DAYS NOTICE</b>	Required once your Residential Tenancy Agreement has expired.
<b>BREAK LEASE</b>	<p>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.</p> <p>The tenant/s acknowledge they understand that they are responsible for the care of the property until a new tenancy commences.</p> <p>The tenant/s understand the following costs are applicable when breaking a lease :</p> <p><b>1. RTA signed prior to 8 July 2013</b></p> <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> <p><b>2. RTA signed on or after 8 July 2013 (Refer to Clause 42 &amp; 43)</b></p> <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>