First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

VIC Lease Break

Table of Contents

- Thinking of breaking your lease?
- What Fees are involved in breaking my Lease ?
- Tenancy Agreement Clauses
- What is required from you
- When do I hand in my keys?
- Lease Break Form
- Contact Us

First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

VIC Lease Break

Thinking of breaking your lease?

Thinking of breaking your lease?

We understand that circumstances can change and the need to move can occur for a number of reasons. Before you make the decision to break your lease please read through this eBook, as we have included information to assist in making the process easier.

The important thing for you to know is our Property Management Team will make every effort possible to re-let the property as soon as possible.

In this eBook you will find:

- Fees involved in a Lease Break
- Tenancy Agreement Clauses
- What is required from you
- Keys
- Lease Break Form

Should you have any further questions, please contact your Property Manager.



First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

What Fees are involved in breaking my Lease ?

There are several fees involved in breaking a lease, which are stated in your tenancy agreement.

1. **$175 Advertising Fee**
   Covering the cost of the 'For Lease' sign, advertising on the internet and in the Sunraysia Daily.

2. **$47.10 Lower Murray Water Reading Fee**
   Finalising your Water Usage account.

3. **Rent**
   You are responsible for the rent at the property until a new tenant commences or the end of the lease agreement, whichever is sooner.

4. **Pro Rata Lease Break Fee***
   This is based upon the remaining term of the Lease Agreement as is calculated at 1.5 weeks rental + GST per annum.
5.
   *** Please note this cannot be calculated until a new tenancy has been secured.**

All fees are correct at time of production, may be subject to change.

First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

Tenancy Agreement Clauses

Please find below copy of a standard general tenancy agreement.

Your tenancy agreement may differ slightly but will still have the following clauses within:

Clause 11 - Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

Page 3 (Tenant Information Sheet) - Return of Keys and Obligation to Pay Rent

Your tenancy does not terminate until all keys and remotes to your property are returned to our office. You are responsible for the rent until keys are returned (i.e. if vacating on 23rd keys must be returned to the office no later than 10.00 am, the following day). If you change the properties locks at any time, a spare key MUST be given to our office. (Sec 94(2) Residential Tenancies Act).

Your bond will be refunded only after keys have been returned to this office and a final inspection has been carried out. Provided the premises are left in clean and good repair and rent is paid to the correct date, a BOND CLAIM form signed by both the tenant and ourselves will be forwarded to the Residential Tenancies Bond Authority.
If the form does not have the signatures of all parties involved and correct bank details provided the Authority will not refund the Bond.

First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

VIC Lease Break

What is required from you

Before we can start advertising for a new tenant, we need a signed VIC Notice of Lease Break Form to terminate fixed term tenancy. Please find this form attached.

Once we have the form signed by all tenants named on the lease and returned, we will start advertising immediately in correspondence with your notified vacate date.

We will endeavour to make suitable times for open inspections, these are held on business days (Monday – Friday), for approximately 10 minutes and a Collie and Tierney Property Manager or Assistant will be present for the duration.

Once we have secured a suitable application, we will communicate with you the intended start date. As we need 5 clear business days between tenancies to conduct the final inspection, allow time should extra repairs or cleaning be required and then conduct a new condition report.

The bond will not be finalised until we have conducted the final inspection.

Please remember that bond can't be used for rent.

First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

When do I hand in my keys?



All original keys and remotes, along with any you have had cut or were replaced during your tenancy for the property are required to be returned upon vacating.

Should you require a copy of the original key list please email your Property Manager or Assistant.

We will not be able to conduct the final inspection until all keys have been returned.

First National Real Estate Collie & Tierney
03 5021 2200
coltie@ctfnre.com.au

Lease Break Form

Vic Notice of Lease Break

Contact Us

Should you have any further questions, please contact our office or alternatively email your Property Manager directly.

For all maintenance requests please use the 'Maintenance Request Form' located on our website under the renting tab or click here https://ctfnre.com.au/maintenance-request



Sue Connelly
sconnelly@ctfnre.com.au

Marlee Hards
mhards@ctfnre.com.au



Holly Lush
hlush@ctfnre.com.au

67 Lime Avenue
Mildura, VIC 3500

P 5021 2200
ctfnre.com.au

The material published in this eBook is intended for general information only and is not legal advice. Any opinions expressed in this material do not necessarily represent the views of the Collie & Tierney First National staff or any independent contractors engaged by the company. Users should seek appropriate independent professional advice prior to relying on, or entering into any commitment based on material published here. While care and consideration has been taken in the creation of the material in this eBook, we do not warrant, represent or guarantee that the material published in this eBook is in all respects accurate, complete and current. To the extent permitted by law, we exclude any liability, including any liability for negligence, for any loss or damage arising from reliance from the material in this eBook.

Collie & Tierney is not responsible for the content of any third-party website to which links are provided from this eBook. Any links to websites are provided for your information and convenience only. Collie and Tierney First National does not endorse or control these websites and cannot guarantee that material on those sites is in all respects accurate, complete and current.

No part of this publication may be reproduced, in part or in its entirety may be reproduced, or retransmitted in any form by any means, electronic or otherwise without the written permission of the publisher.

Our organisation respects the privacy of individuals. For a copy of our privacy policy please go to our website or click here.