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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.



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.

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:

Page 2 - Clause 14 – Cleaning Carpets on Vacating the Premises

If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

Page 3 - Clause 24 - Return of Keys and Obligation to Pay Rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

Page 4 – Clause 34 – Lease Break

If breaking the lease, the following conditions will apply.

- a. The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.
- b. The tenant must pay our agency all re-letting costs these include:
 - A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum.
 - Upon finding a tenant the leasing fee will be calculated and relayed to the tenant.
 - Cost incurred from advertising the property on the internet, newspaper, and for a “to let” sign in order to relet the property. A total of \$110.00
 - Lower Murray water special meter reading fee of \$45.50 (if applicable)

[Collie & Tierney First National Lease Agreement](#)

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.

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.

Lease Break Form

[Vic Notice of Lease Break](#)

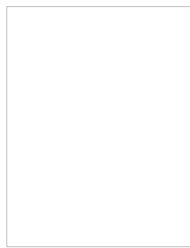
Contact Us

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>



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