

## BREAK LEASE ACKNOWLEDGEMENT

Tenants Name:	
Property Address:	

- This document confirms that you wish to break your Lease Agreement and vacate the property.
- You have advised this agency of same and have signed the attached 'Appointment to Act as Real Estate Agent'. This authorises your agent to show prospective tenants through your property and to find a tenant to take over your lease.
- You acknowledge that you will be responsible for compensating the landlord for the 'Letting Fee' and advertising expenses to secure a new tenant. See attached Break Lease agreement for approx. costs. The letting fee will depend upon how far into your current lease you are.
- You acknowledge that you wish to vacate your property by approx \_\_\_\_/\_\_\_\_/\_\_\_\_. Once a suitable tenant has been secured, you will require \_\_\_\_\_ days to vacate. The agent will advise by phone and in writing once a new tenant has been found.
- You acknowledge that you will be responsible for payment of rent until the expiration date of the lease or until a new tenant has been secured (whichever is the sooner).
- You acknowledge that the agent will require the property to be vacant for at least 3 days before the new tenant moves in to allow for exit and entry condition reports to be completed.
- You acknowledge that you will leave the property in the same condition as entry, allowing for fair wear & tear (refer to your entry condition report). A carpet cleaning receipt & fumigation receipt (if you have animals) will be provided by the tenant to agent when keys are handed back.
- You acknowledge that your request to break your Lease Agreement will not be granted until a new Tenancy Agreement has been signed and is legally enforceable with the new incoming tenants.
- You will allow the agents to hold open homes for prospective tenants to view your property, between the hours of  
 9.30am – 9.50am and / or  
 4.30pm – 4.50pm. (Please tick your preferred times).  
The agent will phone tenant with appointment times.
- You acknowledge that failure to pay outstanding monies may lead to your details being listed with a Tenancy Database Agency.

.....  
Name

.....  
Signature:

.....  
Name

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Signature:

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Name

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Signature:

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Name

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Signature:

# Agreement to Terminate Fixed-Term Tenancy

## Item Schedule

Item

1	<b>TENANT/S</b>	Tenant/s: 1. _____ 3. _____ 2. _____ 4. _____ Address: _____ Phone: ( ) _____ _____ Fax: ( ) _____ Email: _____ Mobile: ( ) _____		
2	<b>PREMISES</b>	Address: _____		
3	<b>AGENT / LESSOR</b>	Name: <b>Wrest Point Realty Pty Ltd T/As Ray White Browns Plains</b> Address: <b>3376 Mount Lindesay Highway</b> Phone: <b>(07) 3802 6999</b> <b>Regents Park, QLD, 4118</b> Fax: <b>(07) 3800 7039</b> Email: <b>Brownsplains.qld@raywhite.com</b> Mobile: ( ) _____		
4	<b>FIXED-TERM TENANCY AGREEMENT</b>	Term: _____ End Date: ____ / ____ / ____ Current Rent: _____ per _____		
5	<b>EXPENSES</b>	<b>Expense</b>	<b>Description</b>	<b>Max. Amount (inc. GST)</b>
	The Tenant/s will be required to pay for expenses incurred only as listed. The amounts listed are the maximum the Tenant/s will be required to reimburse to the Lessor/Agent.	Advertising	_____	_____
		Administration Costs (eg. phone, fax)	_____	_____
		Compensation to Lessor (for Fees & Commission Incurred)	_____	_____
6	<b>SIGNATURES</b>	This Agreement must be signed by all parties Tenant 1: _____ Date: ____ / ____ / ____ Tenant 2: _____ Date: ____ / ____ / ____ Tenant 3: _____ Date: ____ / ____ / ____ Agent / Lessor: _____ Date: ____ / ____ / ____		

**Terms & Conditions**

- 1.1 In consideration of the Lessor agreeing, at the request of the Tenant/s, to early termination of the Fixed-Term Tenancy Agreement (Item 4) it is agreed as follows:
- 1.2 The Tenant/s agrees to:
- (1) pay the rent and continue to fulfill their obligations under their current Fixed-Term Tenancy Agreement until a replacement tenant commences tenancy under a new Tenancy Agreement with the Lessor/Agent for the Premises, such agreement being for at least the term of the outstanding portion of the current Fixed-Term Tenancy Agreement.
  - (2) inspections, at reasonable times, by prospective tenant/s in the presence of the Agent or an Agent's representative.
  - (3) pay all amounts owing under this Agreement within 7 days of receipt of the invoice.
- 1.3 Where a new tenant/s is found who wishes to enter into a Tenancy Agreement which is for a term that is shorter than the term of the outstanding portion of the current Fixed-Term Tenancy Agreement, the Lessor/Agent may negotiate a mutually agreeable compensation from the existing Tenant/s or waive further rental obligations under the current Fixed-Term Tenancy Agreement.

- 1.4 The parties agree that from the commencement of a new Tenancy Agreement the Tenant/s will, subject to the requirements of the *Residential Tenancies Act 1994, Residential Tenancies Regulation 2005 (Schedule 3 Part 2)* and any outstanding obligations under the current Fixed-Term Tenancy Agreement and this Agreement, be released from all its obligations in relation to the current Fixed-Term Tenancy Agreement.
- 1.5 The Agent remains the Agent for the Lessor.
- 1.6 By signing this Agreement all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001*, for electronic transmission of this Agreement and any other related agreements, for signing purposes or otherwise, as far as such means of communication have been indicated in this document (ie. Facsimile numbers & email addresses).