**Example of letter to landlord about intention to break the lease**

* This is an example of a letter to your landlord – who is officially called the rental provider – about your notice of intention to break the lease.
* If you have a real estate agent acting on behalf of your landlord, you should send this letter to the agent.
* Send the letter to the landlord if they do not use a real estate agent.
* Please insert information where indicated.
* Delete sections that do not apply to your circumstances and any instructions *in italics*.
* Please delete this cover page before sending.

*[Date]*

*[Name of agent or name of rental provider]*

*[Address]*

Dear *[agent]/[rental provider] [insert relevant name]*

**Renter**: *[insert name of renter and other renters where applicable]*

**Rented Premises:** *[insert address of rental]*

**Re:** **Ending our lease before the fixed term**

We write in relation to the above premises, and wish to formally give our notice of intention to vacate prior to the end of the fixed term.

We confirm we are leaving on *[insert date]*.

Please provide us with instructions about the place where keys can be returned, not less than 7 days prior to our vacating. Alternatively, we will return the keys to *you/the agent’s office/post them to you* *[delete as appropriate]*.

**Lease breaking costs**

We note that your lease agreement may require us to pay reletting and advertising fees for ending our lease early. We note that a lease agreement is required to be in the standard form according to section 26 of the *Residential Tenancies Act 1997.*

In relation to advertising, we note that sites such as Gumtree and Facebook are free, and regarding the choice of how to advertise the premises, sites that require payment such as Domain and realestate.com are choices made by *you/the rental provider**[delete as appropriate]*. In the current market rental properties are relet very quickly so are not left vacant for long.

In relation to the reletting fee, this fee is intended to reimburse *you/the rental provider* *[delete as appropriate]* for expenses paid in renting the property to us, the current renters. Therefore, those expenses that we can be asked to reimburse only relate to the rental agreement that we entered into. We are not required to reimburse any costs the rental provider *pays/you pay* *[delete as appropriate]* to find a new renter, or costs related to the new renter’s agreement.

All fees that we can be asked to reimburse are pro rata, based on the benefit the rental provider has already had since we moved into the premises (section 211A, Residential Tenancies Act).

*[Keep the next 2 paragraphs if you have a lease that has been renewed at least once – otherwise delete.]*

You will note in the decision of [Craig v Mitchell (Residential Tenancies) [2015] VCAT 597 (27 April 2015)](http://www.austlii.edu.au/cgi-bin/disp.pl/au/cases/vic/VCAT/2015/597.html) at [24] that the rental provider was not entitled to lease breaking costs for tenancies that continue beyond the original tenancy agreement.

On this basis, it is very clear there is not an entitlement for advertising or reletting fees in relation to a lease break of a renewed lease.

**Request for documents**

If the rental providerintends to seek costs we request copies of the relevant invoices. We further wish to ask whether or not these invoices were tax deducted in the previous financial year, as this goes to the issue of whether the property has actually suffered a loss.

If you do not provide this evidence to us in a timely manner we will contest that you have not proved evidence of loss, and will dispute any entitlement to this claim.

**Failure to mitigate loss**

As we are leaving the premises prior to the end of the fixed term, we are not required to give you a specified time for notice. We have however, in the circumstances given you the most amount of time possible that we could give.

We expect the property to be listed for re-letting as soon as possible and made available for rent shortly after our departure.

In this regard, we note any inaccuracies in the advertisement, or increases of rent, or refusal to accept any reasonable applicants will be raised before the Victorian Civil and Administrative Tribunal (VCAT) as a failure to mitigate loss (section 211(e) Residential Tenancies Act).

**Rent is not due after we return the keys**

It is our position that from the time that we return our keys, we are no longer renters of the property and rent is not due accordingly.

We acknowledge that there maybe liability for ending a tenancy prior to the end date in our lease agreement, and this may be equivalent to the rate of rent. It is our opinion that this is compensation and not rent.

Accordingly, unless we consent or agree to the costs as being reasonable, we will not pay rent beyond the date that we have vacated the property until ordered by VCAT or agreement is reached between us.

We are open to negotiating a reasonable amount if we are satisfied *you/the agent**[delete as appropriate]* have acted reasonably in the circumstances.

**Counter claim issue during the tenancy** *[where applicable – otherwise delete this section]*

We note that throughout the tenancy, we experienced many issues.

Accordingly, we believe we have a right to compensation for a reasonable amount.

**Possible settlement**

Rather than pursue this matter through VCAT, we would like to amicably settle this matter by way of agreement.

We offer in good faith the amount of $\_\_\_\_\_, which is equivalent to *1/2/3/4* weeks of rent *[delete as appropriate]*.

This letter may be produced to any court or VCAT for the purposes of section 211(e) of the RTA and your obligation to mitigate loss.

Please respond in writing via *[insert method, such as email]*

Yours sincerely,

Renter:

Date:

Enc. *[List any attached copies of evidence that supports the reasons for seeking to break the lease]*