

Breaking Your Lease Agreement.

Break Lease

So, you have decided you need to break your lease

Dear Tenant/s

Thank you for your enquiry in regards to needing to break your lease.

When you sign a fixed term agreement, you are committing to stay for the full term.

If you are wanting to move out before the end of the fixed term, there could be costs involved.

There are some situations where you can end a fixed-term agreement without penalty.

You should try to give the landlord as much notice as you can if you need to end the agreement early.

We know it is not something you would have decided upon lightly as we know it can occur for a number of reasons. The important thing for you to know is that we as the agent will do everything we can to get the property relet for you as soon as physically possible. In this webbook you will find

- Fees involved in breaking lease
- Tenancy agreement clauses
- Breaking a fixed-term agreement without penalty
- RTA information
- What is required from you

Thank you and if you do have any further queries, please do not hesitate to contact your Property Manager directly.



Fees involved in breaking lease

Breaking a fixed-term agreement that was signed after 23 March, 2020

Mandatory break fees may apply which is payable based on the stage of the agreement.

A break fee is a penalty a tenant agrees to pay if they move out before the end of the fixed term.

If the mandatory break fee applies, the set fee payable is:

- four weeks rent if less than 25 per cent of the agreement has expired
- three weeks rent if 25 per cent or more but less than 50 per cent of the agreement has expired
- two weeks rent if 50 per cent or more but less than 75 per cent of the agreement has expired
- one weeks rent if 75 per cent or more of the agreement has expired.

Breaking a fixed-term agreement that was signed before 23 March, 2020

The fees that are charged to the tenant for breaking lease are the same fees that are charged to the landlord when the property is up for rent.

- 1 - Re-let fee (1 weeks rent + gst)**
- 2 - Advertising cost (\$297.00)** This includes a premier listing on realestate.com.au, sign at the property and listed on a number of other well known websites, domain.com.au, homely.com.au, rent.com.au and doylespillane.com.au
- 3 - Lease preparation fee (\$33.00)**
- 4 - Rent up until new tenant takes possession of the property, or the end of the lease agreement.**



Tenancy agreement clauses

Please find below copy of a standard general tenancy agreement. Your tenancy agreement may differ if signed prior to 23 March, 2020 but new leases contain the following clause:

Leases prior to 23 March, 2020

Page 9 ITEM 51

Break fee for fixed term of not more than 3 years

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1 4 weeks rent if less than 25% of the fixed term has expired.
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired.
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired.
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reason for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

Residential Tenancy Agreement





Breaking a fixed-term agreement without penalty

In some circumstances, a tenant can break a fixed-term agreement early without penalty.

A tenant can give 14 days' written notice to end an agreement early without penalty if:

- they have accepted an offer of social housing (e.g. from DCJ Housing)
- they need to move into an aged care facility or nursing home (not a retirement village)
- a landlord has put the property on the market for sale during the fixed-term, and the tenant was not told before signing the agreement that the property would be sold
- If the property becomes listed on the Loose Fill Asbestos Insulation register during the tenancy or was previously listed without the landlord or agent disclosing that information to the tenant.

A tenant still needs to pay the rent until they hand back possession of the property.

Fair Trading Information

Fair Trading is the middle person between tenants and agents. If a tenant or agent breaches the contract they assist with mediation and helpful information to get the matter resolved. Below is a link for your reference containing more information regarding breaking your lease agreement.

[Ending a Tenancy](#)



End of Tenancy Survey

We value your feedback as the managing Agent of your tenancy. Please find below the link to our End of Tenancy Survey for your completion. It will only take a few minutes.

[End of Tenancy Survey](#)

What is required from you

Before we start advertising we require the following for to be filled out - Click Below

[Click Here](#)



Once we have received this form we will start advertising at least 2 weeks prior to you vacating the property.

If we have any potential tenants that wish to view the property outside of our allocated times, we will endeavour to make suitable times and be in clear communication with yourself.

Once we have secured an application we will discuss with yourself the start date. As we need 3 clear business days between tenants to conduct the exit condition report, provide yourself 24 hours to tend to any items required and then conduct an entry condition report. Note – if you signed your lease agreement prior to 23 March, 2020 these 3 days rent is liable for the tenant to pay as this is something the landlord would need to cover if it was a normal re-let.

The bond will not be finalised until we have conducted the vacate inspection. Please note the bond cannot be used for rent.



Summary

In summary, we are here to help assist and get the property let as soon as possible in this hard time.

Please do not hesitate to contact your Property Manager for any further information required.

Thanks again for working with us

[Renting/ending-a-tenancy](#)

Locally yours,

02 9981 3799

info@doylespillane.com.au

doylespillane.com.au

761 Pittwater Road,

Dee Why NSW 2099

 Doyle Spillane