

# NOTICE OF INTENT TO VACATE

\_\_\_\_\_

**VIA**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

RE: \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Lease")

Dear \_\_\_\_\_:

Pursuant to the Lease, this letter is to notify you that I intend to vacate the above referenced premises at the end of the Lease term on \_\_\_\_\_.

Please forward my security deposit as required under the Lease and state and local law, as well as all notices to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Please feel free to contact me if you have any questions, or if I can provide any further information.

Sincerely,

	_____
<b>Tenant's Signature</b>	<b>Tenant's Name</b>

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## **GENERAL INSTRUCTIONS**

### **WHAT IS A NOTICE OF INTENT TO VACATE?**

A notice of intent to vacate is a letter written by the renter and addressed to the landlord of a property. The letter is designed to give the owner legal notice that the renter will be moving out of the building. Many renters plan their move based on the renewal time of their lease. If that's the case, the date you'll be vacating the apartment will likely coincide with the end of your lease. A notice of intent to vacate should be furnished to the property owner prior to moving.

### **WHEN DO I NEED ONE?**

The letter should be delivered to the building owner according to the Notice of Intent to Vacate clause in the lease. Typically the notice will need to be made 30, 60, or 90 days before vacating the rental property.

Things don't always work out as neatly as you would like. You may need to move before or after the end of your current lease. In that scenario, you'll need to verify the clauses in your lease about early termination fees. If your new place won't be ready for a few months after your current lease ends, you might need to discuss arrangements to pay on a month by month basis. This would be preferable to signing a new, year long lease.

Extending a lease or breaking a lease are issues you'll need to handle separately from the notice of intent to vacate. You will still need to furnish a letter to give your landlord notice.

## **THE CONSEQUENCES OF NOT HAVING ONE**

Providing a notice of intent to vacate is stipulated in the lease. The lease may also automatically renew. If you have a one year lease, you may automatically be renewed for another year if you don't provide the landlord with written notice that you intend to move.

If you verbally tell your landlord that you want to move on a set date, it's possible that the verbal notice will serve well enough. That's providing that there are witnesses to the verbal notice or other means to verify it. The landlord may also amicably agree to a verbal notice. However, the written letter provides you, as the tenant, with written proof that you've met the time requirements in the lease. It also verifies any final walk through to assess the property and recoup your security deposit.

Without a written record, you may have difficulty meeting the requirements to obtain your full security deposit. You may even be charged further fees.

### **WHAT SHOULD BE INCLUDED**

A notice of intent to vacate is a simple, straightforward business letter. You need to include all of the pertinent information necessary to meet the requirements of your original lease.

- The date
- Landlord's address
- The date you intend to vacate
- The name of the apartment complex or address
- A request for a final walkthrough
- A Mention of the Clause in Your Original Lease
- Your forwarding address