

AGREEMENT TO TERMINATE A FIXED TERM TENANCY

Item Schedule

Item

1. TENANT/S

Name/s 1: 2:
3: 4:
Address:
Email: Phone:

2. PREMISES

Address:

3. LESSOR

Name:
Address:
Email: Phone:

4. LESSOR'S AGENT

Name: **Rossigan Pty Ltd t/as Inner Brisbane Realty**
Address: **201 Leichhardt Street, Spring Hill, Qld 4000** Phone: **3839 5000**
Email **admin@innerbrisbane.com** Fax: **3839 5007**

5. FIXED TERM TENANCY AGREEMENT

Term:
End Date: Current Rent: per

6. EXPENSES

Note: 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/Lessor's Agent.

Expense	Description	Max. Amount (incl. GST)
Advertising	www.realestate.com.au, www.domain.com.au feature ads	\$99
Administration Costs (e.g. phone, fax)	Nil	\$ 0
Compensation to Lessor (for Fees & Commission incurred)	Let Fee (equivalent to one week's rent + 10% GST)	\$

7. SIGNATURES

Tenant 1: Date:
Tenant 2: Date:
Tenant 3: Date:
Tenant 4: Date:
Lessor / Lessor's Agent: Date:

Terms of Agreement

In consideration of the Lessor agreeing, at the request of the Tenant/s, to early termination of the Fixed-Term Tenancy Agreement (Item 5) it is agreed as follows:

- The Tenant/s agrees to:
 - pay the rent and continue to fulfil their obligations under their current Fixed-Term Tenancy Agreement until a replacement tenant commences tenancy under a new Tenancy Agreement with the Lessor/Lessor's Agent for the Premises, such agreement being for at least the term of the outstanding portion of the current Fixed-Term Tenancy Agreement.
 - inspections, at reasonable times, by prospective tenant/s in the presence of the Agent or an Agent's representative.
 - pay all amounts owing under this Agreement within 7 days of receipt of the invoice.
- 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/Lessor's Agent may negotiate a mutually agreeable compensation from the existing Tenant/s or waive further rental obligations under the current Fixed-Term Tenancy Agreement.
- The parties agree that from the commencement of a new Tenancy Agreement the Tenant/s will, subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* 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.
- The Agent remains the Agent for the Lessor.
- 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, by such means of communication as have been indicated in the Item Schedule to this document (i.e. facsimile numbers & email addresses).

INFORMATION FOR TERMINATING A FIXED TERM TENANCY

When breaking your lease, you are responsible for all charges associated with the reletting of the property so that the landlord does not suffer any loss of rent during the fixed term of the tenancy.

You are required to pay:

- rent until a new tenancy agreement commences or to the end of the fixed term agreement, whichever is sooner;
- costs to advertise the property which is currently set at \$90 + 10% GST;
- reimbursement to the owner of the letting fee payable to the agency for securing a new tenant. This fee is equivalent to one week's rent + 10% GST.

In order to commence finding a replacement tenant, please complete and return:

1. the 'Agreement to Terminate A Fixed Term Tenancy',
2. the RTA Form 13 'Notice of Intention to Leave' indicating the date you will be vacating.

Once the documents have been signed and sent to our office, our leasing manager will feature your property on the following websites:

www.realestate.com.au
www.domain.com.au

and list it on several other websites such as:

www.rent.com.au
www.brolga.com.au
www.rentfind.com.au
www.thehomepage.com.au
www.realestateview.com.au

and our own website, www.innerbrisbane.com.

We also prepare a window card for display at the front of our office and list it on our Inner Brisbane Realty rental list.

It is a good idea to liaise with the leasing manager on 0428 383 950 so as to ensure you are getting the maximum number of inspections through your property. Before an inspection is conducted, it is important to make sure the property is looking as presentable as possible as it is in your interest to have the property rented.

You may choose to assist in finding a suitable tenant by means of www.gumtree.com.au or via notice boards, bulletin boards, etc. that you may have access to. If you believe that you have found somebody suitable, then they must fill in an application form as is the standard practice for all prospective tenants.