

# Notice of Intention to Vacate

Moment Group  
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**Please Email to our Office in accordance with your suburb**

I/We \_\_\_\_\_ hereby have given the notice required to vacate the premises known

as The **termination date** for our fixed term tenancy agreement is \_\_\_\_\_

And in accordance with the tenancy contract I/We have signed, as well as under the Residential Tenancy Act 1997:

**Clause 235. Notice of intention to vacate**

- (1) A tenant may give a landlord a notice of intention to vacate rented premises.
- (2) The notice must specify a termination date that is not less than 28 days after the date on which the notice is given.

I/We also understand **Clause 26** of our tenancy agreement:

- 26.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.
- 26.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including -
  - 26.2.1 a pro-rata letting fee;
  - 26.2.2 advertising or marketing expenses incurred;
  - 26.2.3 rental data base checks on applicants;
  - 26.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.
- 26.3 The tenant's obligation to pay the landlords reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

The premises will be vacated on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (please indicate your vacate date)

**Signed by the Tenant(s)**

_____	Dated	/	/
_____	Dated	/	/
_____	Dated	/	/
_____	Dated	/	/