

# NOTICE TO TERMINATE TENANCY

(Voluntary termination by tenant)

Date of Notice \_\_\_\_\_

In accordance with the terms and conditions of the Residential Rental Agreement (Lease), I/we hereby submit my/our written notice to terminate tenancy of

Address: \_\_\_\_\_

Date of Termination (keys returned) to be: \_\_\_\_\_

Forwarding Address:  
\_\_\_\_\_  
\_\_\_\_\_

Reason for moving: \_\_\_\_\_

**TENANCY MAY NOT BE TERMINATED IN THE MIDDLE OF THE RENTAL PERIOD.**

**We do not prorate the final month's rent.** You must pay the final month rent, on or before the first, regardless of when you plan to leave. If we rent the property and collect rent for a month that you have paid for, we will prorate the rent back to you based on your rental rate and the number of days of prorated rent that we collect from the new tenant.

**Full 30 day notice required:** I/we understand that I/we must give Thirty (30) days, calendar month, written notice and that the thirtieth day of the notice must fall on or before the last day of the present rental period.

**THE SECURITY DEPOSIT MAY NOT BE USED FOR RENT.** The security deposit is to secure performance of the terms of the lease. I/we understand that any refundable deposits (and accounting) will be mailed within fourteen (14) business days of the date that I/we vacate and surrender the property including returning all keys to Long Realty SMS Properties). I/we understand that Long Realty SMS Properties may deduct legitimate charges from the security deposit, including, but not limited to, charges for additional cleaning, damage, repairs, late fees, NSF check fees, administrative fees, or any other fees owed by the tenant to the landlord, as provided for in the Agreement between the Landlord and the Tenant.

The "**Military Clause**" allows for active military duty personnel to terminate their lease upon receipt of orders that transfers them to another base. If you are exercising the "Military Clause" you must provide a copy of the orders and a full 30 days calendar month notice. If you are unable to provide this notice you are still responsible for the rent for that period. As previously agreed in the lease, I/we will allow reasonable access to show the property to prospective tenants as of the date of this notice.

**I have received a copy of the Move Out Instructions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*\*\*OFFICE ONLY\*\*\*\*\*

\_\_ Update Tenant Page \_\_ Notice Date \_\_ End Date for charges \_\_ Upload TN to tenant file \_\_ Start MO

\_\_ Comps \_\_ Notify Owner \_\_ New Rent \$ \_\_\_\_\_ \_\_ Email tenant MOI Letter

MLS# \_\_\_\_\_ AHRN # \_\_\_\_\_ Sign \_\_\_\_\_ Pics \_\_\_\_\_

Date: \_\_\_\_\_ Agent: \_\_\_\_\_

## **MOVE OUT INSTRUCTIONS**



**Home Showings-** Thirty days prior to your departure date we may place a sign in the yard and begin showing the property to prospective residents. We will give you a 48 hour notice of our intent to show the home. Please do not allow any prospective residents in your home unless accompanied by a real estate agent. Showings will be scheduled between 9:00 a.m. and 6:00 p.m. Monday thru Sunday unless otherwise authorized. Your lease allows us to enter your home for the purpose of showing the property.

**Move-Out Procedures-** Please allow a minimum of half hour for the inspection. A move-out inspection of your home must be done before any security deposit can be refunded. The move-in inspection form you filled out when you moved in will be used as a reference for move-out. If you desire to be present for the move-out inspection please call for a move-out appointment and schedule this as soon as possible. Move-outs will only be scheduled MONDAY - FRIDAY, between 9:00 a.m. and 4:00 p.m. (except on holidays). If you are not present, Management's report is final.

Please be certain the property is ready for inspection at the appointed time; if the inspection requires another trip or appointment you will be charged \$25.00. The move-out checklist will be used to make sure the home is clean and in rent ready condition so we can quickly authorize the release of your security deposit.. We expect the premises to be in the same condition as when you moved in less normal wear and tear. The Property Manager will have the final responsibility for determining "normal wear and tear" and what is the result of damage, abuse or neglect.

ALL repairs or maintenance items that are necessary to return the premises are in the as good or better condition of the pre-occupancy inspection are theresponsibilityof theTenant. The cost of these repairs and maintenance items will be deducted from the Security Deposit or charged to you afterwards.

**Utilities must be on at the time of the inspection and be left on for TEN business days after move-out to rectify any issues UNLESS you have had the house professionally cleaned.**

**Your Security Deposit** is held in an escrow account and may not be used for your last months rent. When your lease is terminated and your move-out is completed and all keys/openers have been returned your deposit will be returned to you less any charges against it (see you're Rental Agreement) within fourteen (14) business days. Please make sure we have your forwarding address.

## **Guidelines for Wear and Tear**

<b><u>WEAR &amp; TEAR</u></b>	<b><u>DAMAGE</u></b>
Loose or stubborn door lock	Broken or missing locks
Loose door hinges or door handles	Damage to door from force entry
Worn carpet / light stains-high traffic area	Torn, badly stained or burns in carpet
Carpet seams coming unglued	Rust or oil stained carpet
Scuff marks on wood floors	Badly scratched or gouges in wood floors
Linoleum is worn thin	Linoleum has tears or holes
Countertop is worn	Countertop has burns or cuts
Ceiling is stained from rain or plumbing	Ceiling is stained from overflowed tub
Plaster cracks from settling	Holes in walls from kids or other
Faded, chipped or cracked paint	Unapproved (bad) tenant paint job
Loose wallpaper	Ripped or marked-on wallpaper
Installed curtain rods	Broken curtain rods
Faded curtains / drapes	Torn or missing curtains / drapes
Heat faded or warped blinds	Missing, bent or broken blind / slats
Dirty windows or door screens	Torn/missing screens
Sticky windows	Broken windows
Small nail holes in walls	Large drywall anchor or screw holes
Toilet runs or wobbles	Broken toilet seat or tank top

**Carpets:** Your home had the carpets professionally cleaned prior to your move in. You must have it professionally cleaned upon your move out. (Receipt required)

**Professionally Cleaned:** If your home was professionally cleaned prior to your move in you must have it professionally cleaned upon your move out. (Receipt required).

**Pest Control:** Your home was professionally treated by a pest control company prior to your move in. You acknowledge that you will have it treated upon your move out. (Receipt required).

**Yard:** The yard at your home must be free of weeds and trash.

**Trash Bins:** Please make sure all trash bins and recycle bins are empty and placed inside the garage or carport.

If you choose to drop your keys, we will handle all of the above items for you for an admin fee of \$50-\$75 depending on the condition the house was left in.

Long Realty SMS Properties  
520-439-3919