

RE/MAX[®]

Southern Properties Rentals

BREAKING A LEASE AGREEMENT

The Residential Rental Contract is an agreement between a Landlord, their Agent and the Tenants of a property. It is an agreement to certain terms and conditions stated in written format. One of the obligations of the tenant is to not vacate the Premises during the Initial Term, renewals or extensions of the written agreement. (5. Tenant's Obligations)

However, during the lease initial term a tenant might feel the need to break the lease agreement. Our lease agreements do address this issue. (16. Tenant's Duties Upon Termination)

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing.

If a tenant chooses to break the initial contract, they must first submit a notice to vacate in written format. This notice can be submitted via email or in a written letter. At this time, we will notify the homeowner of the Tenants option to breach the lease contract. Once the homeowner is notified we will begin to advertise the home For Rent. In order to do so we will need for you to supply an 'available date.' This date will be used in advertising as a date when the property will be available to potential renters. During the advertising period the tenant should make the home available for showings, and continue to pay rent and maintain the home. The tenants are responsible for making the home ready for the available date. (A move out check list will be provided) The tenant will remain responsible for the rent until one of the follow occurs: The initial lease term has ended, or a new lease is signed and a new lease date established. Another option would be if the homeowner accepts an offer to purchase on the home.

Under the Tenant Security Deposit Act the landlord (or their agent) can deduct from the security deposit, the cost of re-renting the premises after a breach of the lease by the tenant. (General Statute 42-51). This cost could include advertising, mileage and agent referral fees.

If the tenant wishes to advertise the home for rent on their own, all advertising must be approved by Southern Properties Rentals and follow A.0108(13) guidelines. The company Name and office phone number must be present in all advertising. A copy of the advertising must be forwarded to our office.