# Sample Break Lease Letter

(Insert tenant/s name/s)

(Insert tenant/s postal address)

(Insert date)

(Insert lessor/ agent’s name)

(Insert lessor/ agent’s address)

Dear (insert lessor/ agent’s name),

**RE: Tenancy at (insert address of rental property)**

*Choose one from the following 3 paragraphs:*

As you are/the lessor is aware, I/we have recently issued my/our Form 13 Notice of Intention to Leave (“Form 13”) for my/our tenancy at (insert address of rental property). The Form 13 is due to expire on (insert hand over date).

*OR*

As you are/the lessor is aware, I/we have issued my/our Form 13 Notice of Intention to Leave (“Form 13”) for my/our tenancy at (insert address of rental property). The Form 13 expired on (insert hand over date).

*OR*

I/we intend to terminate my/our tenancy at (insert address of rental property). Please find attached Form 13 Notice of Intention to Leave (“Form 13”). You will note the Form 13 is due to expire on (insert hand over date).

In accordance with the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) (“the Act”), I/we intend to leave/ have left the premises, as far as possible, in the same condition delivered to me/us at the start of my/our tenancy, with fair wear and tear excepted.

As I/we have terminated my/our fixed term lease early, I/we understand that I am/we are liable to compensate you/the lessor for you/ their reasonable losses.

I/we bring to your attention the provisions of s362(3) of the Act, which states that you/the lessor must take all reasonable steps to minimise your/ the lessor’s losses, otherwise you/they are not entitled to receive compensation for any loss/ expense that could have been avoided by taking such steps.

*If alleging that the lessor/agent is not mitigating loss, insert the following paragraph:*

I/we note that (cross out which one does not apply AND/OR insert your own):

* You have advertised the property at a higher rental amount
* You have yet to advertise the property
* You advertised the property (insert number of days/weeks/month) after I/we gave you the Form 13
* You have rejected (insert amount of applicants) applicants who have applied for a tenancy at the property
* (insert other)

As such, I/we believe that you are/the lessor is not mitigating your/the lessor’s losses.

I/we will not hesitate to dispute any compensation claims made against me/us that are in breach of s362(3) of the Act.

I/we request that (cross out which one does not apply AND/OR insert your own):

* you advertise the property immediately
* you immediately advertise the property at the same amount as my/our current rent
* (insert other)

Please note that I/we have already paid you/the lessor (cross out which one does not apply AND/OR insert your own):

* a relet fee of (insert amount of relet fee)
* advertising fees of (insert amount of advertising fees)
* (insert other)

I/we note that I am/we are not liable to continue paying rent weekly/fortnightly/monthly after the tenancy agreement has terminated, although I/we understand that I am/we are liable to pay for the lessor’s reasonable losses. If there is any outstanding amount of reasonable compensation, I/we will make arrangements to pay this once it has been quantified.

Please do not hesitate to contact me on (insert phone number) should you wish to discuss the matter further.

Yours faithfully,

(insert tenant’s name)

(tenant to sign)