Disclaimer: This document is in **DRAFT** form and has been provided to you as a guide only. It should not be taken as legal advice. Tenants Queensland disclaims all liability with respect to information contained in this document. You will need to amend the document to suit your circumstances. All highlighted fields require text to be added or deleted as appropriate. The instructions marked in red text should be removed before finalising the letter.

Insert name of tenant/s
Insert tenant/s postal address
Insert tenant/s email address

Insert date

Insert name of lessor/agent
Insert lessor/ agent’s address
Insert lessor/agent’s email address

Dear insert name of lessor/agent,

**RE: TERMINATION OF TENANCY**

**SELECT EITHER:**

I/we intend to terminate my/our tenancy at insert address of rental premises. Please find attached a Form 13 Notice of Intention to Leave. You will note the Form 13 is due to expire on insert date.

**OR:**

As previously advised, I/we have issued a Form 13, which will terminate my/our tenancy on insert date.

Under the *Residential Tenancies and Rooming Accommodation Act 2008* (“the Act”) section 357A liability for break lease costs is limited to the **lesser** amount of either:

* the amount of rent payable between when the tenant hands over vacant possession of the premises and the date a new agreement starts after the property is relet, or
* a fixed amount based on the amount of time remaining on the lease.

**Select from one of the following options:**

As I/we am/are vacating on insert date, less than 25% of the agreement has expired. Therefore, the maximum amount that I/we can be liable for is 4 weeks’ rent.

As I/we am/are vacating on insert date, more than 25% but less than 50% of the agreement has expired. Therefore, the maximum amount that I/we can be liable for is 3 weeks’ rent.

As I/we am/are vacating on insert date, more than 50% but less than 75% of the agreement has expired. Therefore, the maximum amount that I/we can be liable for is 2 weeks’ rent.

As I/we am/are vacating on insert date, more than 75% of the agreement has expired. Therefore, the maximum amount that I/we can be liable for is 1 week’s rent.

 -End of options-

Under the Act, I cannot be required to pay reletting costs of more than insert amount.

**If you are alleging that the lessor/agent is not mitigating loss, insert the relevant points below:**

I/we draw your attention to section 362(3) of the Act, which states that you must take all reasonable steps to minimise your losses, and that you are not entitled to receive compensation for any loss or expense that could have been avoided by taking such steps.

I/we note that:

* You have not advertised the property
* You have advertised the property at the higher rental amount of $insert amount
* You advertised the property days/weeks/month after I/we gave you the Form 13
* You have rejected insert number of applicants who have applied for a tenancy at the property
* Other

As noted, the maximum amount I can be liable for is insert weeks’ rent. Had you taken reasonable steps to re-let the property it is likely that a replacement tenant could been found within less time, and as such I/we should not be liable for losses that ought to have been avoided.

Please contact me/us at insert email address if you wish to further discuss this matter.

Yours faithfully,

*Signature of Tenant/s*
Insert tenant/s name/s