

## Resident's Notice of Intent to Move Out

To be delivered to owner's representative

In this document, the terms "you" and "your" refer to all residents listed below; the terms "we," "us," and "our" refer to the owner named in the Lease Contract and not to property managers or anyone else. Written notice to or from our property managers constitutes notice to or from us.

Apt. No. \_\_\_\_\_, Apartment community \_\_\_\_\_

or street address (if house, duplex, etc.) \_\_\_\_\_

Name(s) of all resident(s) on Lease Contract: \_\_\_\_\_

Date you will move out and surrender premises: \_\_\_\_\_

**1. CHANGES IN MOVE-OUT DATE.** Under paragraph 38 of the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

**2. DATE OF SURRENDER.** Under paragraph 42 of the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:

- turn in all keys/access devices where you pay the rent;
- the move-out date has passed and no one is living in the dwelling;
- abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

**3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under paragraph 37 of the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for

the remainder of the lease term, reletting charges, late payment charges, returned-check charges, damages, attorney's fees, contractual lien, utility cutoff, and liability for increased holdover rents and Lease Contract extensions.

**4. HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for substantial special damages as outlined in paragraph 32 of the Lease Contract.

**5. CLEANING.** Under paragraph 39 of the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

**6. FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

**7. RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

**8. REASONS FOR MOVING.** (Optional)

\_\_\_\_\_  
\_\_\_\_\_

**Your Signature or Signatures**

(Notice from one resident is notice from all.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Your Forwarding Address**

(You must provide this information.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may be contacted now at:

Home phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Date when you delivered this notice: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Owner's representative who received notice:

\_\_\_\_\_

Date notice was received: \_\_\_\_\_

Move-out date was  approved or  not approved.

**Tear Here**

**Owner's Acknowledgment of Receiving Move-Out Notice**

(To be returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. \_\_\_\_\_ in \_\_\_\_\_

\_\_\_\_\_ (name of apartment community), or street address (if house, duplex, etc.): \_\_\_\_\_

Date of intended move-out: \_\_\_\_\_. If move-out is approved, prorated rent (if any) through move-out date: \$ \_\_\_\_\_

If you fail to pay rent through the remainder of the Lease Contract term or renewal period, you will be liable for a reletting fee under paragraph 11 of the Lease Contract.

If your move-out notice does not comply with paragraph 23 or 37 and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, including a reletting fee under paragraph 11 of the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We approve the move-out date stated above, and your Lease Contract term will end on that date.
- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.

Date notice received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_