



Break Lease Letter

Date: _____

Re: Breaking the lease at: _____

Dear _____,

We understand that you need to break your Lease Agreement. And we are really sorry for the circumstances leading to this. According to Civil Code Section #1951.2, a Tenant that breaks a lease is responsible for the rent until the rent starts with a new tenant or the balance of the lease, as well as costs incurred to re-rent the property which include:

1. Our re-rent fee of 1/2 the first month's rent to procure a new tenant. This fee is normally paid by the Owner - and does not cover advertising costs until the property is re-rented.
2. Advertising costs.
3. Re-keying of the locks.
4. Yard, pool... maintenance while vacant - when applicable.

If the above costs total more than the rent would be if paid through the end of the lease, you would be charged the **lower** amount.

Tenants in your situation will often allow us to show their property while still living there in hope that we can rent the property right away and reduce their damages. [Use this form to let us know](#) what showing instructions you would like (call first then come?... by appointment only?...). The easier you make it to show, the quicker we are likely to get it rented for you. If we do not succeed in re-renting the property soon, you may want to consider buying down the monthly rent rate for a prospective new tenant (for the remaining months of your lease) in order to speed up the re-rent process.

In our effort to help tenants break their Lease Agreements and reduce their financial liabilities, we have run into problems with regard to occupancy. If you give us a date that you will vacate, your property - and we rent the property relying on that information - it is imperative that you vacate the property when you promised. If you cannot give us a firm commitment for a move out date, we still have to wait until the property is vacant before we begin marketing it. This is important so that we do not create a legal issue with the new tenants that cannot move into a property that was promised to them on a certain date.

Please feel free to call me so we can discuss your situation and the best strategy to help you. When you decide on a course of action with regard to showing instructions and occupancy dates, I need your intentions (permission to enter etc.) in writing.

Thank you in advance for your cooperation.

Sincerely,

(Property Owner)

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