

# Lease Termination Letter

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## LEASE TERMINATION LETTER

Date: [DATE]

To:

[RECIPIENT NAME]

[RECIPIENT MAILING ADDRESS]

[RECIPIENT CITY], [STATE] [ZIP]

From:

[SENDER NAME]

[SENDER MAILING ADDRESS]

[SENDER CITY], [STATE] [ZIP]

Re: Lease Termination for Property Located at [PROPERTY ADDRESS]

### 1. PARTIES

1.1 Landlord: [LANDLORD NAME], with mailing address at [LANDLORD MAILING ADDRESS].

1.2 Tenant: [TENANT NAME], with mailing address at [TENANT MAILING ADDRESS].

1.3 Lease: That certain Lease dated [LEASE DATE] (the "Lease") for the property described above (the "Property").

### 2. RECITALS

2.1 The Landlord and Tenant are parties to the Lease.

2.2 This Letter constitutes written notice of termination of the Lease in accordance with the Lease terms and applicable law.

### 3. NOTICE OF TERMINATION

3.1 Termination: Landlord/Tenant (select one) hereby terminates the Lease effective on [EFFECTIVE TERMINATION DATE] (the "Termination Date").

3.2 Reason for Termination (select one or state specifics):

(a) Termination at Lease Expiration; or

(b) Termination for Convenience pursuant to Lease provision [CITE SECTION]; or

(c) Termination for Cause due to breach: [REASON (e.g., NON-PAYMENT, BREACH DESCRIPTION)]; or

(d) Other: [OTHER REASON].

3.3 If termination is for breach and Tenant has an opportunity to cure under the Lease or applicable law, Tenant has [CURE PERIOD DAYS] days from receipt of this Letter to cure the breach. If not cured by that time, the Lease will terminate as of the Termination Date stated above.

### 4. POSSESSION AND SURRENDER

4.1 Tenant must vacate and surrender possession of the Property no later than the Termination Date.

4.2 Tenant must leave the Property in broom-clean condition, remove all personal property, return all keys, access cards, garage openers and any other means of access to the Landlord, and repair any damage caused by Tenant beyond ordinary wear and tear.

4.3 Holdover: If Tenant fails to vacate on the Termination Date, Tenant shall be liable for holdover damages at a rate of [HOLDOVER RENT AMOUNT OR RATE] per day, plus any other damages, costs, and attorney's fees incurred by Landlord as allowed by the Lease or law.

## **5. MOVE-OUT PROCEDURES AND INSPECTION**

5.1 Move-Out Inspection: Landlord and Tenant will schedule a joint move-out inspection on or before the Termination Date at the Property. If Tenant fails to attend, Landlord may conduct the inspection in Tenant's absence.

5.2 Forwarding Address: Tenant must provide a forwarding address for return of the security deposit and any final accounting to: [FORWARDING ADDRESS].

## **6. SECURITY DEPOSIT**

6.1 Security Deposit Amount: [SECURITY DEPOSIT AMOUNT].

6.2 Final Accounting and Return: Landlord will provide a final accounting and, subject to applicable law and the Lease, return any remaining security deposit, less lawful deductions for unpaid rent, repairs for damage beyond normal wear and tear, cleaning, and other permitted charges, within the time period required by [STATE] law.

## **7. RENT AND FINAL ACCOUNTING**

7.1 Tenant shall pay all rent and other charges accruing through the Termination Date. Any prepaid rent for periods beyond the Termination Date shall be handled as follows: [DESCRIBE PRORATION OR REFUND METHOD].

7.2 Tenant authorizes Landlord to apply Tenant's security deposit and any unpaid charges against unpaid rent, damage repairs, and other permitted costs, and to send a final accounting with any remaining balance or demand for deficiency to Tenant's forwarding address.

## **8. PERSONAL PROPERTY**

8.1 Abandoned Property: Property left on the premises after surrender may be deemed abandoned in accordance with state law and the Lease and may be removed, stored, disposed of, or sold by Landlord at Tenant's expense. Landlord will comply with any notice requirements under [STATE] law prior to disposing of abandoned property.

## **9. RELEASE AND RESERVATION OF RIGHTS**

9.1 Reservation of Rights: The Landlord and Tenant each reserve all rights, claims, and remedies available under the Lease and applicable law except as expressly waived in writing.

9.2 No Waiver: Acceptance of keys, possession, or funds by Landlord after the Termination Date shall not constitute a waiver of any claim for damages or a release of Tenant from liability unless expressly agreed in writing.

## **10. INDEMNIFICATION**

10.1 Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any liabilities, costs, damages, and expenses (including reasonable attorney's fees) arising from Tenant's occupancy or acts prior to surrender, except for liabilities caused by Landlord's gross negligence or willful misconduct.

## **11. REMEDIES; ATTORNEY'S FEES**

11.1 Remedies: Landlord's and Tenant's remedies for breach or holdover are as set forth in the Lease and under applicable law. Remedies are cumulative and in addition to any other remedy available at law or equity.

11.2 Attorney's Fees: The prevailing party in any action to enforce this Letter or the Lease shall be entitled to recover reasonable attorney's fees and costs as provided in the Lease or as permitted by law.

## **12. NOTICES**

12.1 All notices required or permitted under this Letter shall be in writing and shall be delivered by one of the following methods: (a) certified mail, return receipt requested; (b) nationally recognized overnight courier; or (c) personal delivery. Notices shall be effective upon receipt when delivered by personal

delivery or courier, and three (3) business days after deposit in the U.S. mail when sent by certified mail. Notices shall be sent to the addresses set forth at the beginning of this Letter or to such other addresses as the parties may designate in writing.

### **13. GOVERNING LAW**

13.1 This Letter shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict of laws principles.

### **14. SEVERABILITY**

14.1 If any provision of this Letter is determined to be invalid or unenforceable, the remainder of the Letter shall continue in full force and effect.

### **15. WAIVER**

15.1 No waiver of any provision of this Letter shall be effective unless in writing and signed by the party granting the waiver. The failure to enforce any provision shall not constitute a waiver of the right to enforce that provision in the future.

### **16. ENTIRE AGREEMENT**

16.1 This Letter, together with the Lease, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, representations, and agreements, whether written or oral.

### **17. COUNTERPARTS; ELECTRONIC SIGNATURES**

17.1 This Letter may be executed in counterparts, each of which shall be an original and together shall constitute one instrument. Signatures delivered by facsimile or electronic transmission (including PDF) shall be deemed original signatures.

### **18. MISCELLANEOUS**

18.1 Forwarding Utilities: Tenant is responsible for ensuring utilities are paid through the Termination Date and for arranging termination or transfer of utility accounts.

18.2 Keys and Access Devices: Tenant shall return all keys and access devices to Landlord on or before the Termination Date.

18.3 Final Contact Information: Tenant's contact information for post-termination communications: Phone: [PHONE]; Email: [EMAIL].

### **19. ACKNOWLEDGMENT**

19.1 By signing below, the parties acknowledge receipt of this Lease Termination Letter and agree to comply with its terms.

#### **LANDLORD:**

Signature: \_\_\_\_\_

Name: [LANDLORD PRINT NAME]

Title (if applicable): [LANDLORD TITLE]

Date: [LANDLORD SIGNATURE DATE]

#### **TENANT:**

Signature: \_\_\_\_\_

Name: [TENANT PRINT NAME]

Date: [TENANT SIGNATURE DATE]

DELIVERY ACKNOWLEDGMENT (for Landlord use):

Method of Delivery (check one):

Certified Mail, Return Receipt Requested

Personal Delivery

Overnight Courier

Email (if permitted by Lease)

Date Delivered: [DATE DELIVERED]

Delivered By: [DELIVERED BY]

**INSTRUCTIONS:** Complete all fields in brackets with the applicable information. Retain copies of this Letter and proof of delivery. Seek legal advice if the Tenant disputes the termination or if statutes or the Lease impose additional requirements (such as notice periods, cure rights, or relocation/rehousing obligations).

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.