

NOTICE TO VACATE (TENANT'S NOTICE)

1. 1. Tenant, Landlord, and Premises

TO: [LANDLORD OR PROPERTY MANAGER NAME], [LANDLORD ADDRESS], [LANDLORD EMAIL], [LANDLORD PHONE] (the "Landlord"). FROM: [TENANT NAME(S)], currently residing at [FULL PROPERTY ADDRESS, INCLUDING UNIT NUMBER, CITY, STATE, ZIP] (the "Premises"), reachable at [TENANT PHONE] and [TENANT EMAIL] (the "Tenant"). This letter concerns the [WRITTEN LEASE DATED [LEASE DATE] / ORAL MONTH-TO-MONTH RENTAL AGREEMENT] under which the Tenant occupies the Premises (the "Lease"). If more than one adult signed the Lease, all signing tenants are named above and each of them signs this notice below. A copy of this notice is being retained by the Tenant together with proof of delivery.

2. 2. Notice of Termination of Tenancy

The Tenant hereby gives the Landlord written notice that the Tenant is terminating the tenancy of the Premises and will vacate and surrender possession as described below. This notice is given [NUMBER OF DAYS] days before the move-out date stated in Section 3, which the Tenant believes satisfies the notice period required by Section [LEASE SECTION NUMBER] of the Lease and by applicable state or local law, whichever is longer. If the Landlord contends that a longer notice period applies, the Landlord is asked to state that position in writing to the Tenant within [NUMBER OF DAYS] days of receiving this notice so the parties can address it before the move-out date. This notice is not a request to be released from an obligation and is not conditioned on any response from the Landlord.

3. 3. Move-Out Date and Surrender of Possession

The Tenant will vacate the Premises and surrender possession on or before [MOVE-OUT DATE] at [TIME, e.g., 5:00 p.m.] (the "Move-Out Date"). On that date all personal property of the Tenant will have been removed from the unit and from any assigned storage area, garage, parking space, patio, balcony, or common storage location, specifically including [LIST ANY ADDITIONAL SPACES ASSIGNED TO THE TENANT]. The Tenant will not occupy the Premises after the Move-Out Date and understands that remaining in possession after that date may create a holdover tenancy with additional rent and charges under the Lease and applicable law. If the Tenant needs to adjust the Move-Out Date, the Tenant will request the change in writing and will not treat it as effective unless the Landlord agrees in writing.

4. 4. Rent and Charges Through the Move-Out Date

The Tenant will pay all rent and other amounts owed under the Lease through the Move-Out Date, or through the end of the required notice period if that date is later. Based on the records of the Tenant, the remaining amount expected to come due is \$[AMOUNT] covering [PERIOD], payable on [DUE DATE] by the payment method the parties have used to date. The Tenant does not intend the security deposit to be applied toward the final rent payment and will pay that amount separately unless the Landlord confirms a different arrangement in writing. If the Landlord believes any additional amount is owed under the Lease as of the Move-Out Date, the Landlord is asked to provide a written itemization to the Tenant so that any disagreement can be identified and resolved before move-out rather than afterward.

5. 5. Condition in Which the Premises Will Be Returned

The Tenant will return the Premises in the same condition as at the beginning of the tenancy, ordinary wear and tear excepted. Before the Move-Out Date the Tenant will remove all personal property and trash, clean the unit including the kitchen appliances, bathroom fixtures, floors, and interior windows, replace any burned-out light

bulbs the Tenant is responsible for, and repair or report any damage beyond ordinary wear and tear. The Tenant will not remove any fixture, appliance, or improvement belonging to the Landlord. Any alteration made by the Tenant during the tenancy — including [LIST ANY ALTERATIONS, e.g., mounted shelving, painted walls, installed hardware] — will be restored or left in place as the parties agree in writing. The Tenant will take dated photographs or video of each room after the unit is empty and cleaned and will retain that record.

6. 6. Request for a Move-Out Inspection or Walkthrough

The Tenant requests a joint move-out inspection of the Premises with the Landlord or the Landlord's representative present, to be held on [PROPOSED INSPECTION DATE] at [PROPOSED TIME], or at another time convenient to the Landlord on or before the Move-Out Date. The Tenant asks that the Landlord identify at that inspection any condition the Landlord intends to charge against the security deposit, so that the Tenant has the opportunity to correct it before surrendering possession. The Tenant further requests a written, itemized statement of any such conditions at or promptly after the inspection. Some states give tenants a statutory right to a pre-move-out inspection and to an itemized list of proposed deductions, and some require the landlord to offer it — the Tenant asks that any such right applicable to the Premises be honored. If the Landlord declines to inspect jointly, the Tenant will document the condition of the unit by dated photographs and, where possible, with a witness present.

7. 7. Return of Keys, Fobs, and Access Devices

On or before the Move-Out Date the Tenant will return all keys and access devices issued during the tenancy, specifically: [NUMBER] unit key(s), [NUMBER] building or mailbox key(s), [NUMBER] garage remote(s) or parking pass(es), [NUMBER] key fob(s) or access card(s), and any alarm or keypad codes. Keys will be returned by [METHOD — e.g., handed to the Landlord at the move-out inspection, deposited in the office drop box at [ADDRESS], or sent by trackable mail to [ADDRESS]], and the Tenant requests a written or emailed receipt confirming the date and the items returned. The Tenant understands that possession is generally not considered surrendered until keys are returned, and asks the Landlord to confirm the date on which the Landlord considers possession to have been surrendered.

8. 8. Utilities, Final Readings, and Mail

The Tenant will contact each utility provider in the name of the Tenant to schedule a final reading and to discontinue or transfer service effective [UTILITY END DATE], which is the Move-Out Date unless the parties agree otherwise. The accounts involved are: [LIST UTILITIES AND ACCOUNT NUMBERS — e.g., electricity, gas, water and sewer, trash, internet]. The Tenant asks the Landlord to confirm whether service should be transferred back into the name of the Landlord on that date so that service is not disconnected between tenancies, and will coordinate the timing if the Landlord prefers a different date. The Tenant will pay all utility charges attributable to the period through the Move-Out Date and will provide copies of final bills or confirmations on request. The Tenant will also file a mail forwarding order with the United States Postal Service effective [MAIL FORWARDING DATE] and asks the Landlord to forward any mail or packages that still arrive at the Premises.

9. 9. Forwarding Address and Return of the Security Deposit

The forwarding address of the Tenant, effective [FORWARDING ADDRESS EFFECTIVE DATE], is: [TENANT FORWARDING ADDRESS, CITY, STATE, ZIP]. The Tenant requests that the security deposit of \$[SECURITY DEPOSIT AMOUNT] paid on [DEPOSIT DATE], together with any interest required by applicable law and a written itemized statement of any deductions, be sent to that address within the period required by the Lease and by applicable state or local law. The Tenant also requests that the accounting identify each deduction separately with the reason and the amount, and that copies of invoices or receipts be included where the law requires them. If the Landlord prefers to return the deposit electronically, the Tenant can be reached at [TENANT EMAIL] to

arrange it. Please direct all post-tenancy correspondence to the forwarding address and email above rather than to the Premises.

10. Signature, Delivery, and Proof of Service

TENANT SIGNATURE(S): Signature: _____. Printed Name: [TENANT NAME]. Date: [DATE]. Signature: _____. Printed Name: [ADDITIONAL TENANT NAME]. Date: [DATE]. DELIVERY: This notice was delivered to the Landlord on [DATE OF DELIVERY] by the method indicated: ☐ Personal delivery to [NAME OF PERSON WHO RECEIVED IT]; ☐ Certified mail, return receipt requested, tracking number [TRACKING NUMBER], to [LANDLORD MAILING ADDRESS]; ☐ First-class mail to [LANDLORD MAILING ADDRESS]; ☐ Email to [LANDLORD EMAIL] with delivery or read confirmation; ☐ Delivery to the management office at [OFFICE ADDRESS]; ☐ Other method permitted by the Lease: [DESCRIBE]. Check the Lease first, because many leases require notice in a specific form or to a specific address, and email alone is often not sufficient. The Tenant is retaining a signed copy of this notice together with the mailing receipt, tracking record, or written acknowledgment as proof that notice was given on the date stated.

11. Disclaimer

This template is provided for general informational purposes only and is not legal advice. The amount of advance notice a tenant must give, the deadline for a landlord to return a security deposit, whether a pre-move-out inspection must be offered, and what may lawfully be deducted from a deposit are all governed by state and local law and by the terms of your lease, and they vary widely. Read your lease and check the rules that apply where the property is located before sending this notice, and consult a licensed attorney or a local tenant assistance program if a significant amount of money or a disputed lease term is involved. Downloading or using this template does not create an attorney-client relationship with ScanContract.

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