



TEXAS ASSOCIATION OF REALTORS®
NOTICE OF TENANT'S INTENT TO VACATE

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To: _____ (Landlord)

From: _____ (Tenant)

Re: Lease concerning the Property at _____

[X] A. Tenant's Notice of Intent to Vacate: The above-referenced lease ends on _____ (date).
Tenant will vacate the property on _____ (Move-out Date).

[] B. Tenant's Notice of Intent to Terminate Early Under Paragraph 28 of the Lease: Tenant is exercising Tenant's
rights under the following subparagraph of Paragraph 28: [] Military Transfer/Deployment; [] Family Violence;
or [] Assignment and Subletting. Tenant has attached all necessary notices and documentation required under
the applicable subparagraph.

MOVE-OUT REMINDERS

- 1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street _____ City _____ State _____ Zip _____

- 3. Leave the Property in a clean condition, free of all trash, debris, and any personal property.
4. If Tenant's Move-out Date changes, Tenant must notify Landlord immediately and obtain Landlord's approval.
5. Tenant must comply with any other Landlord Move-out requirements.
6. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22
of the Lease.
7. Landlord's right to place a sign on the Property, show the Property, or place a keybox on the Property applies
pursuant to Paragraph 14 of the Lease.

Tenant acknowledges that Tenant remains obligated under the Lease until the Lease is terminated.

Tenant _____ Date _____

Landlord's Acknowledgment of Receipt

Landlord acknowledges receipt of this notice.

Signature _____ Date _____

MOVE OUT POLICY

As a courtesy, we may notify you before the expiration of your lease or you may be sent a renewal notice giving you an opportunity to renew your lease. If we choose not to renew your lease, you will be sent a notice to vacate the property at the end of the lease term. If you decide not to renew your lease, you must notify the office AT LEAST 30 days prior to the lease expiration date. THIS NOTIFICATION MUST BE IN WRITING AND SIGNED BY ALL SIGNERS OF THE LEASE. Please use "Notice of Intent to Vacate" form supplied by us. Your lease will renew on a month-to-month basis unless another lease is signed or you or we give 30-day notice as required by the lease.

Upon receipt of your written notice to vacate, we will begin advertising your dwelling and may need to show it to prospective residents. We appreciate your cooperation during this time. Our permission to show is authorized in your lease. We will try to contact you in advance, but may show your residence even when we cannot reach you.

As you prepare to move out, reread your attached move-out instructions. This will guide you in leaving your dwelling in acceptable condition, which could result in a larger deposit refund.

After you move out, we will check your dwelling, and an itemized list of any deductions will be sent to you. The MOVE-OUT INVENTORY assesses the condition of your dwelling when you move out. The MOVE-IN INVENTORY assesses the condition of your dwelling when you move in. Be sure you have a MOVE-IN INVENTORY on file in our office.

Deposit refunds and/or an accounting of any deductions will be mailed to you within 30 days of your move out date. The refund and/or accounting will be sent to your forwarding address or to your last known address if you fail to provide a forwarding address.

DEDUCTIONS

Deductions are made from security deposits for just cause. Such charges include, but are not limited to, any replacement of damaged or missing fixtures, appliance parts or other items furnished in the dwelling. Labor charges include installation or services in the nature of necessary cleaning, patching, sanding, etc.; cleaning charges include the cost of cleansers and deodorizers. If you do not clean or repair the damaged or soiled items prior to moving out, charges will be deducted from your security deposit based upon the following, but incomplete schedule. Items not on the list will be charged at the rate a third-party contractor or cleaning service would charge.

Under "normal wear and tear," new wall paint in a dwelling is expected to last a minimum of two to five years. If you have occupied your dwelling for less than two years and if complete repainting of a room or rooms is required to meet normal standards of occupancy, charges for painting and paint will be deducted in accordance with the following schedule.

DESCRIPTION OF SECURITY DEPOSIT DEDUCTIONS

- Unpaid rent--past due
- Unpaid rent--future accelerated
- Unpaid rent--holdover
- Unpaid utilities during the lease term
- Agreed reletting charges because of resident's early move-out
- Repair of broken or damaged items
- Replacement of broken items
- Irreparable damages to appliances, furniture, carpet, drapes, bathroom fixtures
- Replacement of missing items
- Replacement of burned-out light bulbs

- Holes in wall or woodwork
- General cleaning
- Utilities for cleanup
- Trips to let TV cable company or telephone company employee in to retrieve equipment left by resident
- Defleaing and shampoo carpet
- Initial charge for unauthorized animals
- Charges for unauthorized animals, \$10.00 per day
- Animal removal charge
- Charges for unreturned keys
- Charges for unreturned access cards
- Charges for late payments
- Charges for bad checks
- Unreimbursed service calls for plumbing repairs for which resident is liable under the lease
- Unreimbursed repairs to doors, windows or screens for which resident is liable under the lease
- Charges for removing cars parked illegally by resident or occupants
- Charges for packing, removing or storing property abandoned or held under contractual lien
- Government fines for your failure to recycle or excessive false alarm charges incurred due to your fault
- Attorney's fees for eviction lawsuit and costs

MOVE OUT PROCEDURES

The following procedure will be strictly enforced:

- Tenant shall give 30 day written notice to move, to management office.
- Tenant shall give written forwarding address, to management office.
- Tenant shall turn in all keys, to management office.

After tenant has vacated the property, the management office will schedule the following:

- Mechanical make-ready
- Paint touch-up/repairs

Mechanical make-ready and minor paint touch-up will usually be at the expense of the property owner except when damage is done by the tenant.

- Complete cleaning (tenant's expense)

Clean property completely making it ready to move-in, as it was when you moved in. No cleaning will be done unless it is needed. If cleaning is needed, the expense will be passed on to the tenant and be deducted from the security deposit.

- Carpet cleaning (tenant's expense)

All carpets will be cleaned after move-out. We **require** the carpets be cleaned professionally by our selected contractor, rather than the tenant contracting an outside service or renting equipment and cleaning it himself or herself. Our professional carpet cleaning service gives us a volume discount price, which is usually less than the tenant can get from other carpet cleaning services.

- Landscape maintenance (tenant's expense)

Yards must be mowed, trimmed, cleaned and shrubs/trees must be trimmed. All weeds/grass must be removed from shrub beds. Mulch must be added, where needed.

MOVE-OUT CLEANING INSTRUCTIONS

Once we have received your notice that you will vacate your dwelling, please pay special attention to the following so we may refund your deposit with the lease amount of additional charges.

- Duration of the lease contract fulfilled or balance paid in full.
- Dwelling unit vacated by the agreed upon date.

- Deductions will be made for damages beyond normal wear (damage from negligence, carelessness, accidents)
- Dwelling unit well cleaned. **THIS IS VERY IMPORTANT!** The following cleaning list is used to make each dwelling unit ready for the new resident. If resident cleans, please follow cleaning instructions provided. Failure to clean or incorrect cleaning can result in deductions.
- **STOVE:** Clean oven, broiler pan, burner pans and underneath burners. (Most stove tops lift up for easy cleaning). Unless the oven is a self-cleaning type, use "Easy-Off" type cleaner for inside. Clean outside, underneath and behind stove.
- **VENT-A-HOOD:** Clean greasy residue from inside and outside of hood; aluminum filter may be washed in sink or dishwasher.
- **DISHWASHER:** Clean front and inside; remove standing water in bottom.
- **REFRIGERATOR:** Clean inside, outside, underneath and behind. Remove all food. Defrost and remove any water left behind lower crisper drawers. **DO NOT USE SHARP INSTRUMENTS.**
- **BATHROOM:** Clean sink, tub, countertops, cabinet, toilet and floor completely. Do not use Ajax, Comet, or similar cleaners on fiberglass since they will scratch it.
- **CARPET/VINYL FLOORS:** Vacuum and mop; leave undamaged, unstained and odor free. We will have carpets professionally cleaned after move-out and at Tenant's expense (taken out of your security deposit).
- **WOODWORK & DOORS:** Wash off fingerprints and spots.
- **CABINETS/CLOSETS:** Remove all shelf paper, decals, coat hangers and trash. Damp-wipe clean.
- **WINDOWS:** Clean inside panes (with "Windex"), sills and aluminum frames.
- **WINDOW COVERINGS:** Clean mini-blinds and vacuum drapes.
- **WALLS:** Remove nails but **DO NOT FILL NAIL HOLES!** Small holes will not be charged against you and large ones will remain even if you try to cover them.
- **FIREPLACE:** Clean inside and out. Do not leave ashes or wood in fireplace.
- **CLEAN CEILING FAN BLADES:** (tops and bottoms) and all light shades/fixtures. **REPLACE BURNED-OUT LIGHT BULBS (60 watt maximum).**
- **INSTALLATIONS** made to walls or ceiling is to be left in or appropriate repair cost will be deducted or billed.
- **PORCHES, PATIO & YARD:** Mow, sweep, clean and remove all trash.
- **YARD MUST BE LEFT CLEAN,** Yards must be mowed, trimmed, cleaned and shrubs/trees must be trimmed. All weeds/grass must be removed from shrub beds. Mulch must be added, where needed
- **RETURN ALL KEYS**
- **LEAVE FORWARDING ADDRESS!** Deposit will be refunded by mail only.

If, prior to moving out, the tenant does not clean to a satisfactory condition, cleaning expense may be deducted from the security deposit or owed to the owner if the security deposit is not sufficient to cover the charges.

- (2) **Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
- (3) **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.**
- (4) **"Surrender" is defined in Paragraph 16 of this lease.**
- (5) **One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.**

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
 - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;
 - (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
 - (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
 - (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
 - (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease; and
 - (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: Tenant pays ALL

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

FROM TENANT LEASE



TEXAS ASSOCIATION OF REALTORS®
ITEMIZATION OF SECURITY DEPOSIT

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To: _____ (Tenant(s))

_____ (Forwarding Address)

Re: Lease concerning the Property at _____

Move-Out Date: _____

Total amount of Security Deposit tendered by Tenant, including any refundable pet deposit: \$ _____

The following deductions were made to the security deposit.

(1) Damages to the Property, beyond wear and tear (*describe*): _____

 \$ _____

(2) Costs for which Tenant is responsible to clean, deodorize, exterminate, or maintain the Property: \$ _____

(3) Unpaid or accelerated rent for the following period(s): _____

 \$ _____

(4) Unpaid late charges for the following month(s): _____

 \$ _____

(5) Costs of reletting (as defined in Paragraph 27 of lease), if Tenant is in default: \$ _____

(6) Unpaid utilities (*describe*): _____

 \$ _____

(7) Unpaid pet charges (*describe*): _____

 \$ _____

(8) Costs to replace unreturned keys, garage door openers, security devices, other components: _____
 \$ _____

(9) Cost to remove unauthorized locks or fixtures installed by Tenant (*describe*): _____
 \$ _____

(10) Landlord's cost to access the Property because Property was made inaccessible by Tenant: \$ _____

Itemization of Security Deposit _____

(11) Cost to replace missing or burned-out light bulbs and fluorescent tubes in the following rooms: _____ \$ _____

(12) Cost to pack, remove, and store the following abandoned property: _____
_____ \$ _____

(13) Cost to remove the following abandoned or illegally parked vehicles: _____
_____ \$ _____

(14) Attorney's fees, costs of court, costs of service, and other costs incurred in a legal proceeding against Tenant (*describe proceeding*):
_____ \$ _____

(15) Mailing costs associated with sending notices to Tenant for the following violations of the lease: _____
_____ \$ _____

(16) Other: _____
_____ \$ _____

Balance of Security Deposit after Deductions \$ _____

Amount Tendered or Owed:

A. Enclosed is a check in the amount of \$ _____ which represents the balance of the security deposit you tendered under the above-referenced lease.

B. The deductions exceed the security deposit tendered. Landlord hereby demands payment of the excess. In accordance with Paragraph 10 of the lease, Tenant must pay the excess within 10 days after Tenant receives this notice to the following address: _____

Failure to pay the excess may expose Tenant to additional costs and liability such as collection costs, court costs, and attorney's fees.

Landlord _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

By: _____ Date _____

Printed Name: _____

Firm Name: _____

Means of Delivery

- Regular US Mail Certified Mail, Return Receipt Requested No. _____
 Hand delivered to _____ on _____
by _____
 Other: _____