

# A Tenant's Guide To Ending A Lease \* IN MELBOURNE, VIC



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## **Abstract**

Ending a lease as a tenant in Melbourne involves several key steps to ensure a smooth transition and avoid any legal issues. Firstly, review your lease agreement to understand the notice period required for ending the tenancy. Typically, this is 28 days for periodic leases or as specified in fixed-term leases. Provide written notice to your landlord or property manager stating your intention to vacate and the date you plan to leave. Ensure the property is left in good condition, following any requirements outlined in the lease or by the landlord. Arrange a final inspection with the landlord to assess the property's condition and discuss the return of your bond. Remember to redirect your mail and utilities to your new address and return all keys and access devices to the landlord or agent before your departure date. Following these steps can help you end your lease on good terms and receive your bond refund promptly.



### **1. Introduction**

When ending a lease in Melbourne as a tenant, it's crucial to communicate effectively with your landlord or property manager throughout the process. Keep records of all communication, including emails and letters, to ensure clarity and avoid misunderstandings. If you have any disputes or concerns regarding the condition of the property or the return of your bond, try to resolve them amicably through negotiation or mediation. Familiarize yourself with the relevant laws and regulations governing tenancy in Victoria, such as the

Residential Tenancies Act 1997, to understand your rights and responsibilities. Seeking advice from a tenancy advocacy service or legal professional can also be beneficial in navigating the complexities of ending a lease and protecting your interests as a tenant.

## **2. Tell Your Landlord You're Moving Out**



Moving out of a rental home or apartment can be a busy and stressful time. If you are renting and you are considering moving out, you will have to let your landlord know about your plans. The type of notice you will be required to give your landlord will vary depending on the terms of your lease agreement and the tenancy laws of your state. In general, you will need to comply with the terms of your rental agreement, write your notice letter, and deliver that notice letter to your landlord. Regardless of what state you live in, follow the directions in this article to successfully notify your landlord of your intent to end your tenancy.

### **Understanding Your Lease Agreement**

Know what type of tenancy you have. In order to provide adequate notice to terminate your lease agreement, you will need to know what type of tenancy you and the landlord have entered into. For residential rental agreements, the most common type of tenancy is a periodic tenancy.

Read the termination clause in your lease. Your rental agreement may or may not include a termination clause. If it does, be sure to read and understand it because in most situations this will provide you with directions on how to terminate your lease.

Look for a delivery clause in your lease. In addition to understanding how much notice you need to provide your landlord, you also need to understand how that notice needs to be delivered. If your rental agreement sets out the manner in which you must deliver the notice, then you must follow that language.

### **Writing Your Notice Letter**



Address the letter to your landlord. When you write your termination notice to your landlord, you need to address the letter properly. In order to do so, look at your lease agreement and find the landlord's official address. If it is not provided, call your landlord and ask how the letter needs to be addressed.

Date your notice letter. Either before or after the landlord's address, you will include the date your notice is delivered. This ensures your landlord understands when your notice period will start.

State the purpose of your notice letter. The first body paragraph of your notice letter should state the reason you are writing the letter. This gives the landlord an idea of how they need to respond, if they need to respond at all.

Include the date you will vacate the rented space. In addition to the date of delivery, the body of your letter should also state the date in which you will vacate the premises. This date will need to be some time after the required notice period is up.

Ask for any refundable deposits to be returned to you. In another body paragraph, you should respectfully request that any refundable deposits (e.g., security deposit) be returned to you upon satisfactorily vacating the premises. In addition to requesting any deposits be returned to you, you should state all of the reasons you have complied with the lease agreement, and therefore why you deserve the deposits back.

Give the landlord your new address. Before you end the letter, be sure to give the landlord your new address. This new address is where your refundable deposit will be sent, as well as any notifications you may need to receive after you vacate the premises.

Sign your notice letter. Once you have written the entire notice letter, you will want to sign it. This will make it official and help if there is some dispute between you and your landlord about the notice.

Make a copy of your notice letter. Once you have written the notice letter, make a couple of copies for yourself. If your landlord doesn't receive the notice, or there is some dispute about the notice, you will want a copy you can look back on.

### **Delivering Your Notice Letter**



Choose when you want to deliver your notice letter to your landlord. After completing your termination notice letter, you will want to consider when to give it to your landlord. Remember, the notice period will not start until your notice is delivered to your landlord.

Deliver the notice letter to your landlord properly. After deciding when you want to deliver your notice, remember to look at your lease agreement or your state's laws and understand how you will have to deliver your notice. Make sure you follow the correct procedures to ensure your notice is valid.

Move out by the required date. Once you have delivered your notice, be sure you vacate the property on or before the date you specified in your notice letter.

### 3. Read Your Lease Agreement Carefully



Someday, between the time you move out of your childhood home and when you buy your first residence, you'll probably find yourself staring at a lease. A lease is a contract between someone who owns real estate (the landlord) and another person who occupies that piece of real estate (the tenant), covering the conditions under which the tenant may possess, occupy, and use the property.

Reading a lease can be befuddling, and often the first impulse is to just go ahead and sign the thing, rather than try to wade through and decipher all the legal language. However, it's important to understand that a lease is a legally enforceable agreement, and you could find yourself in a predicament later on if you fail to abide by the terms—the very ones you agreed to by signing on the dotted line. Before you sign, take the time to read the entire document.

Here's what to look for in a lease to rent a dwelling, be it an apartment or a house.

### **Include Property Details**

The lease should include basic facts and data about the property, including the physical address and the landlord's name and contact information. It should also state the date the lease was signed; the beginning and end dates of the rental period; and options for lease renewal, including policies for rent increases. If any appliances are in the unit (such as a range, refrigerator, or washing machine), or if the unit is furnished, that should be included, too.

### **Define Deposit, Rent, and Fee Amounts**



People tend to pay close attention to how much rent will cost each month, but there may be other costs that should be noted as well, including various deposits and fees. Details about any deposits—such as an upfront security deposit or fees for parking or pets—should also be clearly stated, along with conditions for getting your money back.

The lease should state particulars about the rent:

- Monthly amount due
- When it is due
- Methods of acceptable payment
- Any allowable grace period for late payment

- Amount of any late fees

### **Utility Inclusion**

The lease should indicate policies regarding utility service and billing. Be sure to find out which, if any, utilities are included as part of your monthly rent, and whether you are expected to cover any of the costs.

Some landlords, for example, pay for electric, water, and sewer services, while the tenant pays for cable and Internet.

### **Repairs and Maintenance**

This is something to pay close attention to since it can end up costing a lot of money, time, and headaches. In some rental arrangements, the landlord is responsible for taking care of all repairs and maintenance—whether it’s a leaky faucet or a broken air conditioner.

In other situations, the landlord might repair or replace only major appliances but leave the tenant responsible for everything else. And then there are agreements where the tenant is responsible for all the costs of repairs and maintenance. There may also be stipulations about the maintenance of the yard or outside areas.

As you can see, it’s imperative that you read the lease to determine your landlord’s responsibilities—as well as yours—when it comes to repairs and maintenance issues. Make sure you’re clear on who pays for what, who arranges service calls, and the amount of time you and your landlord have to address any issues.

### **Pet Policy**

If you have a pet, read the lease to find out if animals are allowed, and if so, whether there are any size or breed-specific restrictions (some rental properties allow most dogs, but not pit bulls, for example).

You might be required to pay a “pet deposit” that may or may not be returned once you move out (assuming no pet damage). Sometimes the “pet fee” is nonrefundable because it is used for treating the space for fleas and deodorizing and shampooing the unit’s flooring and upholstery after you move out.

In some cases, you might also pay “pet rent,” a monthly or yearly fee tacked on to your rent to cover normal wear and tear from pets.

If the lease contains a no-pets clause and you violate it by bringing a furry friend into your unit, the landlord generally has the legal right to evict you. A no-pets clause cannot be added to a lease once it’s signed, however, so your landlord can’t change the pet policy in the middle of your lease.



## House Rules

The lease should describe the acceptable use of the property (e.g., “The premises shall be used exclusively as a private residential dwelling for the tenant and his immediate family only”), plus any policies for things like:

- Maximum occupancy
- Quiet hours
- Overnight guests
- Parking and storage
- Smoking
- Landlord right of entry
- Granting access to maintenance workers
- Property alterations
- Long absences (on your part)
- Insurance requirements
- Eviction

## 4. Moving Out Of Your Property



If you want to move out of your public housing property, you must tell your housing services officer in writing.

### **I want to move out**

It's important you tell us you want to move out at least 28 days before you leave by completing and signing the Renter's General Notice of Termination form – forms are available at your local housing office.

You will need to tell us:

- When you are leaving
- Your new address and contact details (including phone number and email address).

Contact your local housing office if you have any questions or need more information. You can also refer to the moving out – information for public housing renters form.

### **I need to move urgently**



If you need to move out urgently, contact your housing services officer as soon as you can before you leave.

You will still need to complete a General Notice of Termination form and return the keys to ensure your tenancy is finalised and rent is no longer charged. We can also discuss your housing needs and accommodation options.

### **What do I need to do before I leave?**

We would like to meet with you before you leave to complete a final inspection and discuss the condition of your home.

Before the keys are handed in, you are expected to leave your home clean and tidy. If there is damage, a mess or any rubbish, you may have to pay for repairs or to have the home cleaned.

If you made alterations, you might need to have them removed. Ask your housing services officer if you need to do this.

### **What if it is decided that I need to pay repair costs?**

Before final decisions are made about your responsibility to pay repair costs (outside of normal fair wear and tear), we would like to talk to you to understand your circumstances.

The department will consider reducing or waiving repair costs when factors such as family violence, a disability, a physical or mental health condition or an unknown person (such as someone breaking into your home) contributed to the repairs needed.

### **Considering property damage**



When considering maintenance repair claims, we may need further evidence to support how your circumstances contributed to any damage or deterioration in the condition of your property. This evidence can be provided by:

- Support workers
- Treating health practitioners
- Witnesses
- Police.

Where family violence is involved, we will accept advice from your family violence worker or other relevant support worker as evidence to support your claim.

## 5. Prepare For Your Property Inspection



In such a hot real estate market as we're experiencing today, many buyers are passing on property inspections, attempting to win the bidding wars incited by the current inventory crisis. But the inspection is still one of the most critical stages in the process of buying and selling property. Let's be realistic: Properties deteriorate over time. Professional property inspections dig deep into the features of a building and can often lead to unexpected results.

Sellers can and should protect themselves so that during the inspection there are fewer surprises on the back end. With some basic knowledge of dealing with inspections and property maintenance, you can easily maneuver your way through the inspection and ultimately maximize your property's returns.

### **1. Check for major issues in the property before inspection.**

The first thing you should focus on is finding if the property has any major issues. These might include structural issues, problems with electrical or sewer systems, or mold or termite infestations. Each factor can drastically reduce the price of your property, or worse, kill a deal. Ensure that you know the ins and outs of your property before you put it on the market to ensure a profitable sale.

### **2. Get professional help from your real estate agent.**

If you are not experienced in property sales and inspections, get help from your trusted real estate broker to assess the true condition of your property. Remember that real estate agents have experience selling properties and can ensure a level of experience that will be of value to you.

### **3. Make a checklist of different property features and their condition.**

It is always helpful to make a checklist of the various features of your property that might be of interest to the inspector. Some of these features include grounds, structure, roof, exterior, windows, doors, the kitchen, bathrooms, plumbing and electrical. Write them down and mention their condition. Also, write down the repairs required. It will help you get things done in an organized manner and save you money in the long run.

### **4. Don't ignore the minor issues.**

While most of the time minor issues can easily be addressed, do not ignore them before your inspection. Minor issues can include HVAC units, garage doors, doors, lights, walls with cracked or flaked paint, minor exterior maintenance, outdated appliances and worn subtleties. These are not deal-breakers, but it helps significantly to update your minor issues before selling your property. While they don't usually result in a major devaluation of the property, it is always better to be prepared for the worst. Some buyers get so stuck on small things that they cannot see the bigger picture. Avoid that problem before it presents itself.

### **5. Clean the property before inspection.**

Cleaning your property before an inspection is a must. The inspectors will be looking beyond the superficial sparkle of a clean property, but a clean building is easier to sell at a more favorable price than a dirty one.

### **6. De-clutter the property before inspection.**

It's important to de-clutter your property before an inspection. Make sure that the inspectors have easy access to attics, basements and electrical panels. Make sure all systems are turned on to ensure a seamless inspection.

### **7. Make sure the property is in 100% operational condition.**

Make sure that all the utilities including gas, water and electricity are turned on. You should also provide the inspector with remote controls for different equipment including lights, fans and HVAC systems.

### **8. Allow the property inspector and buyer the necessary time for inspection.**

It can take anywhere between one to four hours for the complete inspection of your property, depending upon its size. Allow the property inspector and potential buyer the necessary time for inspection. Don't try to rush them.

### **9. Leave the property.**



It's a good idea to leave the property during the inspection. This gives the inspector and the buyer the privacy they need to look at things from their perspective. While you might think that your presence will ease things, it can prove to be a hindrance to the inspector. Think of it as if you were buying the property: Wouldn't you like the luxury of interrupted access during your inspection? Your buyer would too. It goes a long way.

### **10. Don't try to hide any issues.**

This is simple: Do not ever try to hide issues. They will be found — if not by the inspector, then by the buyer. When you fill out your seller property disclosure form, you must disclose

all known issues. When you sign the document, this becomes your liability. It is always in your favor to do the right thing. When you do the right thing, you always win.

The reality of the situation is that property inspectors are experienced professionals who have been through the motions before. Chances are if you behave suspiciously, they will know. You will also lose valuable trust with your inspector and buyer.

Property inspections can be quite nerve-wracking, especially for inexperienced sellers. If you follow the tips mentioned above, you can get through the entire process with ease.

## **6. Tips to Make Sure You Get Your Bond Back**



There comes a time in every student's life that they dread. No, not exams—we're talking about when it's time to move out of your accommodation. You paid a lot when you moved in, and you want to make sure you get reimbursed the full amount of the security deposit that you paid when you move out, so we've got some tips for you so you can make sure you get your bond back.

### **Read your lease**

Read it carefully. Make sure everything that's in there is reasonable, and so you know what to expect. It might say the ceilings need to be cleaned at the end of your tenancy, or the windows have to be cleaned inside and out, so it's a good thing to check to make sure of your obligations before you start living there.

### **Fill out the property condition report accurately**

As soon as you move in. Include everything. It may take some time, but it'll be worth it in the long run. [dfp\_ads id=9505] Make note of absolutely every crack, dent, and smudge that you come across, just in case, so they're at least logged and don't come back to bite you when your lease is up.

### **Take photos of the property yourself**

Paying special attention to any cracks, anything broken, any missing fittings. Send a copy of these to your property manager.

### **Fix issues as they arise**

If you break something, arrange for your landlord to fix it as soon as possible. Or, if it's in your agreement, fix it yourself. For example, if you break a window, don't wait until you move out for the landlord to fix it—let your landlord know immediately. You may have to pay to get it fixed, but if you can arrange the quote it's generally going to be cheaper than if the real estate company has to get one.

### **Make sure you pay all your rent**





We know that it isn't always possible to pay your rent on time, every time, but just be sure that you do pay it. This way it won't be deducted from your bond when you vacate the property.

### **Don't lose the keys!**

Lost keys can come out of your bond, so be sure to return all sets of keys that you were given at the start. If you do lose a key, be sure to get a spare key cut as soon as possible.

### **Clean during your tenancy**

It may sound obvious, but it's a lot easier to remove a stain if you get onto it right away than if you leave it until the week before you move out. It might not be fun at the time, but ensuring you keep the place in good condition while you're living there can save you hours of hard, boring work in the long run.

### **Give proper notice that you'll be leaving**

If you break the lease early and haven't paid the break fee, you might be liable to have that taken out of your bond. Do the right thing and notify your landlord, in writing, within the given timeframe stated in your contract.

### **Normal wear and tear on a property is okay**

After all, you've been living there, not renting the place just for show. Faded curtains, flaking paint, a worn kitchen bench top, or thin cracks in the walls from building movement are all considered normal damage. Smudges on the walls, burn marks on the carpet, wine stains in the floor, and an overgrown garden (if you have that luxury) are not. Give the whole place a really good clean, to a professional standard, when your lease is up and you should be okay.

### **Give yourself time to clean**

When you're moving out, don't leave it to the last minute—work out a plan of attack, and go for it. It's much less stressful if you spend your whole last week carefully cleaning than if you rush around on the last day trying to get things done. Clean the windows inside and out, clean all exhaust fans, wipe down the skirting boards, and don't forget the oven. While a tough job, having a clean oven can mean the difference between the full bond, and shelling out a hundred dollars for a professional oven clean.

### **If all else fails, consider the professionals**

If you think you can't clean your accommodation to a professional standard, get a professional cleaner in. Getting a quote for one yourself will save you quite a bit of your bond, as cleaners used by real estate agents will generally charge more money. Make sure you get a receipt from the cleaners too, so you can prove that you had the cleaning done.

Moving out doesn't have to be stressful. Give these eleven tips a shot, and you should be able to get your full bond amount back.

### **6.1. How To Clean Outdoor Areas For A Bond Clean**



Are you preparing a rental property in Victoria for the final inspection? It is one of the most challenging and stressful processes for tenants. According to the study, most renters/tenants lose their bond money due to half-baked cleaning. When sprucing up the property, most people often need to remember outdoor areas, such as patio, garage, decks, driveways, etc. Like interior surfaces (such as bathrooms and windows), outdoor areas also tend to accumulate dust, dirt, debris, stubborn stains and grease that can ruin the overall look and feel of the property, leading to a rental conflict. Therefore, professionals include outdoor areas in a detailed end-of-lease cleaning in Melbourne. If you are also moving out of your tenancy, make sure you deep clean the patio, lawn, garage walls and other exterior areas for a quality bond clean. Here are some tips and tricks to help you tackle dust, grime and grease with ease:

#### **Remove Dust From Exterior Fittings & Fixtures**

The light fixtures & fittings, door handles, baseboards and walls in your outdoor area accumulate dust mites, cobwebs, insect marks and other allergens. So, start the process by vacuuming these overlooked areas before the final rental inspection. Use a HEPA-filtered vacuum machine to kill germs and dust. You can also use a microfiber duster with an

extendable handle to reach the nooks and crannies of ceiling walls. You can also clean with Cream of Tarter and keep pollutants at bay.

### **De-Clutter Your Patio Area & Yard**

Before removing stains and grime from the hard patio floors or yard pavement, make sure you declutter these areas and remove dead leaves and unnecessary things. You can do the following chores to keep these areas clean and organised:

- Remove weeds from the patio floor
- Sweep away all the dry leaves, visible dirt and dust from the area
- Pile dry leaves in trash bags.
- Mow the lawn and trim your plants

If you want professionals to clean the entire property inside and out, book the best end of lease cleaning Melbourne from a renowned company. They follow a pre-approved checklist, which covers everything from patio surfaces to bathrooms and kitchens, to help tenants secure their full bond money.

### **Tackle Dirty Patio Floors Using Safe Cleaners**



According to the bond cleaning checklist, the patio area needs to be cleaned thoroughly to pass the rental inspection.

- After removing loose debris and dirt, you can prepare a homemade solution by mixing warm water, soap and vinegar to tackle floor stains.

- Use a plastic or a mildly abrasive brush to scrub the stains off your cement and stone flooring.
- All you need to do is to spray the solution and leave it for a few minutes or until you scrub it off.
- Rinse and dry it completely.

Keep these cleaning tips in mind and get your bond back in Victoria in the most organised way.

### **Use A Pressure Cleaner For Driveway & Concrete Surfaces**

It is quite challenging to clean huge floorings, such as a driveway, entryways and other concrete surfaces, with a scrub or brush. So, the best way to tackle stubborn stains, rust, grime and grease from concrete surfaces is to using high-pressure washing method. Instead of doing it yourself, hire a company which specialises in pressure washing. The high stream of water can easily remove accumulated dirt and grime from the surfaces in a few seconds. However, some floors are delicate so be careful when using such abrasive methods at the end of your tenancy. Tip: You will be held responsible if you damage the flooring during the cleaning process.

### **Wash Exterior Windows And Doors**

Outdoor windows and doors are the first few things that the landlord inspects. Therefore, it becomes imperative to wash your windows inside and out for sparkling look.

- Spray the vinegar and warm water solution on the window pans and sills
- Remove stains and marks using a microfiber cloth.
- Run a rubber squeegee to get rid of excess solution. This won't leave streaks behind.
- Do not forget to clean the nooks and crannies of your windows
- Clean the doors- inside and out.
- Clean and disinfect your door handles because high-traffic areas need extensive cleaning.

### **Clean Garage Walls And Floors**



Do not forget to clean your garage when moving out of your rented property.

- Start by removing cobwebs from walls
- Vacuum fixtures and storage units to remove dust.
- Spot clean surfaces using vinegar solution
- Scrub off oily and grease stains
- Sweep and mop the garage floor.

### **Get Rid Of Trash**

Make sure you dispose of trash after cleaning your outdoor areas. You can use recyclable trash bags and put dry leaves and other dirt in them. It is good to dispose of fertilisers and pesticides properly to avoid greenhouse gas emissions and other serious problems.

### **Conclusion**

In conclusion, ending a lease as a tenant in Melbourne requires careful attention to detail, effective communication, and adherence to legal requirements. By understanding your lease agreement, providing proper notice, maintaining the property, and following the necessary steps for bond return, you can ensure a smooth and hassle-free transition out of the rental property. Keeping open lines of communication with your landlord or property manager and seeking guidance from relevant resources can help resolve any issues that may arise and ensure a positive experience as you move on from your tenancy.

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