

# NOTICE TO VACATE

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Date: [DATE OF NOTICE]

From (the "Sending Party"): [SENDER NAME], acting as [TENANT / LANDLORD], with a mailing address of [SENDER ADDRESS].

To (the "Receiving Party"): [RECIPIENT NAME], acting as [LANDLORD / TENANT], at [RECIPIENT ADDRESS].

Re: Notice to vacate the premises located at [PREMISES ADDRESS, INCLUDING UNIT NUMBER] (the "Premises").

**Recitals.** The Parties are parties to a lease or rental arrangement for the Premises dated [LEASE DATE] (the "Lease"). The Sending Party gives this written Notice to Vacate (this "Notice") to end the tenancy and establish the date by which the Premises will be vacated. This Notice is intended to satisfy the notice requirements of the Lease and the law of [STATE].

## 1. Notice and Vacate Date

**1.1 Notice to vacate.** The Sending Party hereby gives notice that the tenancy of the Premises will end and the Premises will be vacated on or before 11:59 p.m. on [VACATE DATE] (the "Vacate Date").

**1.2 Tenancy type and notice period.** The tenancy is [month-to-month / week-to-week / a fixed term ending on a date / other]. The advance notice required for this type of tenancy under the Lease and [STATE] law is generally [NUMBER, e.g. 30] days. If a longer period is required by law, the Vacate Date will be extended to the earliest date that satisfies that requirement.

**1.3 No-cause notice.** This Notice ends the tenancy without alleging any breach by the Receiving Party. It is not a demand for payment, a cure notice, or an eviction notice, and it does not waive any right or remedy of either Party.

## 2. Who Must Vacate

**2.1 All occupants.** If given by or to a Tenant, this Notice applies to all tenants, occupants, guests, and subtenants of the Premises, all of whom must vacate by the Vacate Date.

**2.2 Personal property.** The Tenant will remove all personal property from the Premises by the Vacate Date. Property remaining after that date will be handled under the abandoned-property procedures of [STATE].

**2.3 Keys and access.** On or before the Vacate Date, the Tenant will return all keys, fobs, access cards, garage remotes, mailbox keys, and parking permits to the Landlord at [RETURN LOCATION].

## 3. Condition of the Premises at Move-Out

**3.1 Required condition.** The Premises will be left broom-clean and in the condition required by the Lease, ordinary wear and tear excepted, with all of Tenant's trash and belongings removed.

**3.2 Move-out inspection.** The Sending Party requests a joint move-out inspection on **[PROPOSED DATE/TIME]**. The Parties will cooperate to schedule the inspection and to document the condition of the Premises with photographs or a checklist.

**3.3 Damage and repairs.** The Tenant remains responsible for the cost of repairing damage beyond ordinary wear and tear, subject to the Lease and **[STATE]** law governing what may be charged against a deposit.

## 4. Rent and Charges Through the Vacate Date

**4.1 Rent owed.** Rent and other charges continue to accrue through the Vacate Date and are prorated as required by the Lease and applicable law. Vacating early does not, by itself, reduce Rent owed for the notice period unless the Lease or **[STATE]** law provides otherwise.

**4.2 Outstanding balance.** Any unpaid balance as of the date of this Notice is **[\$AMOUNT or "NONE / TO BE DETERMINED"]**. The Parties will reconcile the final balance promptly after the Tenant vacates.

**4.3 Utilities.** The Tenant will pay or transfer all utilities in Tenant's name through the Vacate Date and provide final meter readings where applicable.

## 5. Security Deposit and Forwarding Address

**5.1 Deposit return.** The Landlord will return the security deposit of **[\$DEPOSIT AMOUNT]**, less any lawful deductions and with any itemized statement required, within the time set by the law of **[STATE]**.

**5.2 Forwarding address.** The Tenant's forwarding address for return of the deposit and final correspondence is: **[FORWARDING ADDRESS]**.

**5.3 No waiver.** This Section does not limit either Party's rights regarding the deposit under the Lease or applicable law.

## 6. Service and Effective Date

**6.1 Method of service.** This Notice is served by **[personal delivery / posting and mailing / certified mail, return receipt requested / the method required by the Lease or STATE law]**.

**6.2 Effective date.** This Notice is effective when served in accordance with the Lease and applicable law. Where local law adds days for mailing or specifies when a posted notice takes effect, the Vacate Date is calculated accordingly.

**6.3 Proof of service.** The Sending Party will retain proof of the date and method of service, such as a certified-mail receipt, a signed acknowledgment, or a declaration of personal delivery.

## 7. General Provisions

**7.1 Governing law.** This Notice is governed by the laws of the State of **[STATE]** and any local landlord-tenant ordinances applicable to the Premises, which may impose additional notice, content, or just-cause requirements.

**7.2 No new agreement.** This Notice does not create a new tenancy or amend the Lease except to fix the Vacate Date. Any agreement to stay, extend, or end the tenancy on different terms must be in a separate writing signed by both Parties.

**7.3 Severability.** If any provision of this Notice is held invalid, the rest stays in effect and the Notice will be read to comply with applicable law to the greatest extent possible.

**7.4 Acknowledgment.** The Receiving Party may acknowledge receipt below. Acknowledgment confirms receipt only and does not waive any right or defense unless expressly agreed in writing.

**7.5 Counterparts and electronic signature.** This Notice may be signed in counterparts and by electronic signature, each of which is an original.

#### **SENDING PARTY**

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

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Printed name: **[NAME]**

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Capacity: **[TENANT / LANDLORD / AGENT]**

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Date: \_\_\_\_\_

#### **Acknowledgment of receipt (optional):**

#### **RECEIVING PARTY**

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

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Printed name: **[NAME]**

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Capacity: **[LANDLORD / TENANT / N/A]**

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Date received: \_\_\_\_\_

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