



TEXAS APARTMENT ASSOCIATION

M E M B E R

# Resident's Notice of Intent to Move Out

(Deliver to owner's representative.)

Date when filled out: \_\_\_\_\_

Apt. #: \_\_\_\_\_ Apartment community \_\_\_\_\_

or street address (if house, duplex, etc.) **TX** \_\_\_\_\_

Names of all residents on Lease Contract: \_\_\_\_\_

Date you will move out and surrender premises: \_\_\_\_\_

**1. Date of Surrender.** Under paragraph 41 of the Lease Contract, you surrender the dwelling for all purposes (including security-deposit refund, cleaning, and all repairs) when any of these events occurs:

- You turn in all keys and access devices where you pay the rent;
- The move-out date passes and no one is living in the dwelling; **OR**
- You abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

**2. Changes in Move-Out Date.** Under paragraph 37 of the Lease Contract, you must get our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents must be able to rely on this move-out notice for all purposes.

**3. Early Move-Out and Other Lease Contract Violations.** Under paragraph 36 of the Lease Contract, just because our representative gets this notice does not mean that we have approved your early move-out or that you are no longer liable for money that may become due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late charges, returned-check charges, damages, attorney's fees, contractual lien (unless otherwise prohibited by law), and liability for increased holdover rents and Lease Contract extensions.

**4. Holdover.** If you stay past the move-out date, you will be subject to increased rent for the holdover period and will incur substantial special damages as outlined in paragraph 32 of the Lease Contract.

**5. Cleaning.** Under paragraph 38 of the Lease Contract, you must leave the dwelling clean. Please follow any written move-out cleaning instructions that we've furnished.

**6. Security-Deposit Refund.** The check for your security-deposit refund, less any itemized deductions, will be handled as explained in paragraph 41 of the Lease Contract. If you cause us to have to stop payment on the check and reissue another one, you will be responsible for any bank charges and other expenses we incur. Please provide below the forwarding address of the person or people listed in paragraph 4 of the Lease Contract.

**7. Retaining Receipt.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

**8. Proper Notice.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA), or because of family violence or sexual assault. Your advance notice must be at least the number of days' notice required in Paragraph 3 of the Lease Contract, even if your contract has become a month-to-month lease. If we require you to give us more than 30 days' written notice to move-out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice.

**9. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative is not authorized to bind or limit us from charging for necessary repairs, damages, or charges. Any statement or estimate, either by us or by our representative, is subject to our correction, modification, or disapproval before final refunding or accounting.

**10. Reasons for Moving.** \_\_\_\_\_  
\_\_\_\_\_

### Your Signature or Signatures

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Your Forwarding Address (required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may be contacted now at:

Home phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Date when you delivered this notice: \_\_\_\_\_

#### FOR OFFICE USE ONLY:

Owner's representative who received this notice: \_\_\_\_\_

Date notice was received: \_\_\_\_\_

Move-out date was  approved  not approved.

### Tear Here

### Owner's Acknowledgment of Receiving Move-Out Notice

(Copy and return to resident.)

We have received your notice of intent to move out of Apt. # \_\_\_\_\_ in \_\_\_\_\_

(name of apartment community), or street address (if house, duplex, etc.): **TX** \_\_\_\_\_

(city, state, zip)

on \_\_\_\_\_ (date). If move-out is approved, your prorated rent (if any) through the move-out date will be \$ \_\_\_\_\_.

If you fail to pay rent through the remainder of the Lease Contract term or renewal period, you will have to pay a reletting fee under paragraph 10 of the Lease Contract.

If your move-out notice does not comply with paragraph 23 or 36 and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, including a reletting fee under paragraph 10 of the Lease Contract.

We encourage you to reconsider your decision to move out, but at our option, we may rely on your notice and enter into a Lease Contract with someone else. That lease will take effect the day after your move-out date.

Our receipt or acceptance of your move-out notice does not waive or diminish our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, holding over, and other Lease Contract violations.

#### (Owner to check only one of the following):

- We approve the move-out date that you submitted in your Notice of Intent to Move Out, and your Lease Contract term will end on that date.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Your notice is presumed disapproved until we notify you otherwise.
- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. We may rely on your notice for purposes of reletting your dwelling unit to others.

Date notice was received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_

You are entitled to receive a copy of this Resident's Notice of Intent to Move Out after it is fully signed. Keep it in a safe place.