

INSTRUCTIONS FOR USE

TENANT'S INTENT TO VACATE

If a tenant gives you an INTENT TO VACATE, you **MUST** serve the tenant with a *Notice to Vacate (Lease Term End or Month to Month)*. The current statute does not allow a Tenant's notice to be effective in commencing an unlawful detainer action.

Make sure you serve the Notice to Vacate as required by the statute and you serve it timely.

INSTRUCTIONS FOR TENANTS ON:

Tenants Notice to Landlord of

Intent to Vacate

(Lease Term End or Month to Month)

Please read and follow the following instructions on vacating your premises:

1. Tenants must pay rent through the end of any period in which they intend to vacate. Thus, if you pay your rent monthly, you will have to pay an entire month's rent for the month in which you intend to vacate.
2. Tenants must give notice to the management office in writing on the attached form no later than thirty (30) days or sixty (60) days prior to the date in which you intend to vacate **depending on what your lease requires**. This notice may be given as early as desired but must be received by the management at least thirty (30) days or sixty (60) days in advance of the move-out. **Upon delivery to management you must receive from them concurrently a Notice to Vacate. Failure to get that notice will void the Intent to Vacate Notice.**
3. Tenants may not use this notice to get out of a lease term early. If you have signed a one-year lease you must fulfill that entire lease term. If you give notice during the lease term, it must be at least 30 or 60 days (depending on what you lease requires) prior to the end of the lease term.
4. Tenants should obtain all necessary move-out documents from the management.
5. Prior to move-out, tenants should clean the premises and restore it to the same condition as upon move-in.
6. Prior to move-out, tenants should obtain a walk-through of the cleaned premises by a member of management.
7. Tenant should ensure that all rents, fees, and damages are paid prior to move-out. Rent for the premises is due on the same schedule as normally paid.
8. All individuals who have signed the lease must also sign the Intent to Vacate form.
9. If all tenants, residents, and occupants do not vacate, the lease signers and remaining occupants will continue to be liable for the lease terms, treble damages for holdover, and the subsequent costs and fees incurred.
10. Once given, the Intent to Vacate may be relied upon by management and may not be modified except by written agreement of the management.

Please obtain Move-out information from management.

Legal proceedings and evictions process handled by The Law Offices of Kirk A. Cullimore, LLC



Tenants Notice to Landlord of
Intent TO VACATE
(Lease Term End or Month to Month)

NOTICE IS HEREBY GIVEN that on or before _____ the occupants and residents of the address below will be vacating the premises. The lease relating to these premises is hereby terminated as of the date above by the residents signed below pursuant to its terms.

The undersigned have reviewed the terms of the lease (and the rules and regulations) and agree to follow the appropriate procedures for moving out. All rent and fees due through the date above shall be paid prior to move-out and in accordance with the lease agreement.

The undersigned agrees to have cleaned and vacated the premises as stated herein. Failure to do so will result in damages to the Owner/Landlord who will be entitled to recover such pursuant to this Notice and the Residential Rental Agreement.

If the address below is not vacated as stated above, the undersigned will be in violation of Utah Code Annotated 78B-6-801-816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent due for unlawful detainer. The Owner/Landlord may institute legal action to obtain restitution of the premises and to obtain a judgement for all damages, court costs, attorney fees, and such other sums as provided for in the lease. In addition, if Owner/Landlord suffers other damages including costs to third parties to whom the premises may have been leased, the undersigned agree to pay such damages which may include but are not limited to costs of storage, hotel costs, and other such damages related to the failure to vacate.

The undersigned agree to abide by all the terms of the Residential Rental Agreement through the date above. **This notice shall not be effective unless concurrently executed with a Notice to Vacate signed by Owner.**

Dated this ____ day of _____, _____.

Apartment Address:

Forwarding Address:

Reason for leaving: _____

Lease signers: (all signers on the lease must sign)

Print Name

Print Name

Print Name

Received on this ____ day of _____, _____.

By the Management

Please obtain Move-out information from management.

Legal proceedings and evictions process handled by The Law Offices of Kirk A. Cullimore, LLC



Notice to Vacate

(Lease Term End or Month to Month)

TO: _____
(LIST ALL TENANTS KNOWN)

**AND ANY AND ALL OTHER
TENANTS AND RESIDENTS OF
THE FOLLOWING ADDRESS:**

(STREET ADDRESS)

(CITY, STATE, ZIP)

NOTICE IS HEREBY GIVEN that on or before the ____ day of _____, 20____ the occupants and residents of the above address must vacate the premises. The lease relating to these premises is hereby terminated as of the date above by the owner, manager, and/or agent signed below pursuant to its terms. Please review the terms of your lease and the rules and regulations to determine the appropriate procedures for moving out. You must still pay all rent and fees due through the date above.

This is a legal document. Please read and comply with the terms herein.

If the address above is not vacated as stated above, you will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent and damages due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and to obtain a judgment for all damages, court costs, attorney fees, and such other sums as provided for in the lease.

Notices and Communications for the Owner to:

Dated this ____ day of _____, 20____.

Name _____

Address _____

City, State, Zip _____

Telephone _____

Owner, Manager, or Agent

Please obtain Move-out information from management.

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Return of Service

On the ____ day of _____, 20____ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

Delivering a copy to the tenant personally; **OR**

affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self-authenticating Declaration

Pursuant to Utah Code 78B-18a, I declare under criminal penalty under the law of the State of Utah that the foregoing is true and correct.

So Executed on this ____ day of _____, 20____

City _____ State of Utah

Signature of Server

