SAMPLE BREAKING LEASE LETTER

Dear \_\_\_\_\_\_\_\_\_\_\_

I am writing you in regards to my tenancy at [ADDRESS OF PROPERTY]. I intend to break my lease and vacate the unit on [MOVE-OUT DATE].

[IF YOU HAVE NO LEASE BREAKING FEE]  
In the event that the unit is not rented to a replacement tenant by that time I am prepared to pay for the time that the unit remains vacant, as laid out by RCW 59.18.310, provided that you make the required reasonable effort to re-rent the unit.

I look forward to receiving my security deposit refund, together with an itemized list of deductions, if any, no later than 21 days from my move out date. My forwarding address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I have really enjoyed my time here at this property and you have been a great landlord.

[IF YOU HAVE A LEASE BREAKING FEE THAT YOU FEEL IS ACEPTABLE, CHOOSE ONE]

I am prepared to pay the lease breaking fee at this time.

Please deduct the lease breaking fee from my security deposit

I would like to discuss payment arrangements for the lease breaking fee.

[IF YOU HAVE A LEASE BREAKING FEE YOU FEEL IS TOO HIGH]

My lease has a lease breaking fee of $\_\_\_\_\_\_\_\_\_\_. I feel that is too high, and exploitative. The state law, RCW 59.18.310, says in the case of abandonment I can be liable for:

All rent accrued during the period reasonably necessary to re-rent the premises at a fair rental, plus the difference between such fair rental and the rent agreed to in the prior agreement, plus actual costs incurred by the landlord in re-renting the premises together with statutory court costs and reasonable attorneys' fees.

Given the tight rental market we are in I have every confidence that you will be able to secure a tenant without any lapse in occupancy, provided you are making the reasonable effort the law requires of you. To compensate for the time and trouble in re-renting the unit I am prepared to pay you $\_\_\_\_\_\_\_\_\_\_ which you can deduct from my security deposit.

Sincerely,