



320 S Second
Hamilton, Montana 59840
406.363.4430

BREAK LEASE POLICY/PROCEDURE

(All original financially responsible members of household are vacating)

1. Tenant(s) are advised of process and fees associated with breaking lease.
2. Tenant(s) complete notice to vacate
3. Cardinal Properties will market property to attempt to fulfill the lease term, with the same terms - rent, etc - as current tenancy. Tenant may also seek a qualified individual to fulfill their lease term – all potential tenants must apply and be approved by Cardinal Properties. Tenant may request that unit NOT be marketed/shown until they vacate with the understanding that this will add time to the re-rent process and likely extend the tenant's time period of responsibility for the unit. Tenant may opt to show the unit themselves until they return possession of the unit to Cardinal Properties or may request that landlord show the unit on their behalf while marketed.
4. Per 30-day notice, tenant vacates property and returns all keys and possession of property to Cardinal Properties. At this point, tenant has no right to possession – tenant MAY continue to seek a new leaseholder, but any interested individual must arrange viewings, and apply and be qualified with Cardinal Properties as a tenant.
5. Cardinal Properties will work through a preliminary security deposit disposition beginning on day of key return, to be completed within 30 days of key return.
6. Tenant continues to pay rent and utilities until advised by Cardinal Properties that the unit has been re-rented. Cardinal cannot turn a unit in 24 hours so tenant will need to understand that there will be a time period (10 days average) while Cardinal completes the move out and inspection process.
7. Cardinal Properties will complete a final security deposit disposition for tenant. If new tenant moves in mid-month, and a rent refund is due to them, refund will be issued with final security deposit disposition.

Fees

Re-leasing costs including marketing inspections and paperwork fees equal **one month's rent**.

(These fees do not include any charges for cleaning, damages, rent, utilities etc that may be the tenant's responsibility per their lease and per Montana Landlord Tenant Act and the Montana Security Deposit Act.)