

Tenant's 30 Day Notice to Vacate

Printed Name: _____ Date: _____

Rental property address: _____

I/We hereby give our required 30 day notice to vacate this property. I/We understand that our 30 day notice begins upon Cardinal Property's receipt of this notice.

I/We plan to vacate the above address as of the following date: _____

My/Our forwarding address is: _____

- ☐ I prefer to make arrangements to show the property with prospective tenants. Please give them this phone number: _____
- ☐ I prefer to have Cardinal show the property with 24-hour notice.

Why moving? _____

Did you have an animal: Yes _____ NO _____

Tenants Signature: _____

OFFICE USE ONLY

Received by: _____ Date: _____

- ☐ Lease: Expires _____ ☐ Month-to-Month
- ☐ Advise tenant of pro-rated rent through move-out \$ _____ or discuss re-rent process if in lease.

- Moving Letters ☒ Attached to Notice Form
- ☐ Email sent to cp staff
- ☐ Copy of this form for Holly's and one for file
- ☐ Make file for Cindee's desk with tenant rental agreement
- ☐ Put Tenant in Move out flow in Appfolio



320 S Second
Hamilton, MT 59840

406-363-4430
Fax 406-363-4432

www.cardinalproperties.net
info@cardinalproperties.net

Dear Tenant,

We have received your notice to vacate your rental. Please take a moment to look over the following information and contact us with any questions you may have.

Showing the unit

We will be re-listing the property for rent. Prospective tenants who want to view the property are required to fill out an application before making arrangements to view the unit.

If you elect to show the property yourself, applicants will contact you directly to arrange a convenient time that suits both of you, which we hope is within 24 hours. If you are going to be out of town during this period please notify us so we can make arrangements to show your home while you are gone. (You do not need to allow anyone in your home if they have not made an appointment.)

If you have elected to have us handle the showing process, we will be contacting you with 24 hour notice to let you know when the showings are arranged.

The sooner we find a new tenant for your property, the more convenient it will be for you.

Vacating Early

If you vacate the property before the end of your notice period and we have a new tenant ready to take possession, you will be reimbursed rent for the days the new tenant occupies the unit that you have already paid for.

Cleaning and Key Return

- As soon as you are finished cleaning and have vacated the property, be sure to bring all keys in to our office. DO NOT mail keys as they are easily lost in the mail.
- When you return keys, please also provide proof that carpets have been cleaned – an invoice from a professional carpet cleaner is required if you have a pet or service animal. If you did not have an animal in the unit, please provide a receipt for a carpet cleaner rental, a receipt for carpet cleaning products etc.
- Please leave garage door openers on the kitchen counter.

Utilities & cancel auto-pay

Remember, you are responsible for utilities through your notice or lease term, and for notifying the power company to close your account. You should also cancel auto-pay through your tenant portal if you have it set up.

Thank You
CARDINAL PROPERTIES, INC.

Disposition Of Personal Property Abandoned By Tenant After Termination Montana Code Annotated 2021

70-24-103 (1) "Abandon" means to give up possession of the premises unless the landlord does not accept abandonment or surrender as provided in 70-24-426 or unless the rental agreement has been terminated as provided by law.

70-24-430 Disposition of personal property abandoned by tenant after termination. (1) (a) If a tenancy terminates by court order, the personal property is considered abandoned and the landlord may immediately dispose of the personal property as allowed by law.

(b) If a tenancy terminates in any manner other than by court order and the landlord has clear and convincing evidence that the tenant has abandoned all personal property that the tenant has left on the premises and a period of time of at least 48 hours has elapsed since the landlord obtained that evidence, the landlord may immediately remove the abandoned property from the premises and immediately dispose of any trash or personal property that is hazardous, perishable, or valueless.

(c) An item that is clearly labeled "rent to own" or "leased" or likewise identified may be discarded only with confirmation from the lessor that the item does not have a lien, provided that the lessor can be easily identified from the label and the landlord makes a reasonable effort to contact the lessor.

(d) For the purposes of this subsection (1), the following definitions apply:

(i) "Hazardous" means an item that is potentially or actually flammable or a biohazard or an item otherwise capable of inflicting personal harm or injury.

(ii) "Perishable" means any item requiring refrigeration or any food item with a marked expiration date.

(iii) "Valueless" means any item that has an insubstantial resale value but does not include personal photos, jewelry, or other small items that are irreplaceable.

(2) The landlord shall inventory and store all abandoned personal property of the tenant that the landlord reasonably believes is valuable in a place of safekeeping and shall exercise reasonable care for the property. The landlord may charge a reasonable storage and labor charge if the property is stored by the landlord, plus the cost of removal of the property to the place of storage. The landlord may store the property in a commercial storage company, in which case the storage cost includes the actual storage charge plus the cost of removal of the property to the place of storage.

(3) After complying with subsection (2), the landlord shall make a reasonable attempt to notify the tenant in writing that the property must be removed from the place of safekeeping by sending a notice with a certificate of mailing or by certified mail to the last-known address of the tenant, stating that at a specified time, not less than 10 days after mailing the notice, the property will be disposed of if not removed.

(4) The landlord may dispose of the property after complying with subsection (3) by:

(a) selling all or part of the property at a public or private sale; or

(b) destroying or otherwise disposing of all or part of the property if the landlord reasonably believes that the value of the property is so low that the cost of storage or sale exceeds the reasonable value of the property.

(5) If the tenant, upon receipt of the notice provided in subsection (3), responds in writing to the landlord on or before the day specified in the notice that the tenant intends to remove the property and does not do so within 7 days after delivery of the tenant's response, the tenant's property whether of value or not is conclusively presumed to be abandoned. If the tenant removes the property, the landlord is entitled to storage costs for the period that the property remains in safekeeping, plus the cost of removal of the property to the place of storage. Reasonable storage costs are allowed a landlord who stores the property, and actual storage costs are allowed a landlord who stores the property in a commercial storage company. A landlord is entitled to payment of the storage costs allowed under this subsection before the tenant may remove the property.

(6) The landlord is not responsible for any loss to the tenant resulting from storage unless the loss is caused by the landlord's purposeful or negligent act. On the event of purposeful violation, the landlord is liable for actual damages.

(7) A public or private sale authorized by this section must be conducted under the provisions of [30-9A-610](#) or the sheriff's sale provisions of Title 25, chapter 13, part 7.

(8) The landlord may deduct from the proceeds of the sale the reasonable costs of notice, storage, labor, and sale and any delinquent rent or damages owing on the premises and shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant cannot after due diligence be found, the remaining proceeds must be deposited with the county treasurer of the county in which the sale occurred and, if not claimed within 3 years, must revert to the general fund of the county available for general purposes.

(9) The landlord shall ensure that the terms of this section are included in plain and understandable language as a notification upon termination of the lease or rental agreement.

TENANT CLEANING/MOVE-OUT TIPS:

- **Oven Cleaner** sprayed and left overnight makes the job much easier. Don't forget to clean the oven racks! The drip pans clean easily when placed in a plastic bag with ammonia on them and left to soak overnight. (New ones cost from \$2.29 & up). Please clean under the stove and refrigerator and any other appliances in the unit.
- **Ammonia is our favorite**, least expensive, all-around cleaner. It cuts grease and dirt easily. (Be careful not to mix ammonia and bleach as this is very harmful to your eyes & lungs. Also be careful not to spill ammonia on the carpet– it can remove the color)
- **Soap residue** in the showers and on shower doors is easily removed when saturated with white vinegar. "Scrub Free for Bathrooms" leaves fixtures shiny clean. If you use cleanser be sure all residue is removed.
- Spray **mildew** on bathroom walls and ceiling and on windows with white vinegar and allow it to sit for a few minutes. Then, put some baking soda on a clean cloth and use it to rub away stains. Repeat at least one more time with a clean cloth.
- **Toilet bowl rings** come out with a pumice stone.
- Wash all **light fixture** covers, wipe off fan blades and replace burnt out bulbs.
- **Stains on counter tops** can be cleaned with baking soda and water. Wash the cabinets, inside and out.
- Bowls of white vinegar set out will help **eliminate odors** as will a few drops of vanilla extract.
- Thoroughly clean all **windows** inside and out (as much as possible). Make sure you clean the window sills, window tracks and frames.
- Clean all **window coverings**. Curtains should be laundered and re-installed. Wipe down all blinds with a wet rag. Shorter mini-blinds can be taken down and washed in the tub.
- Replace **shower curtains** / shower curtain liners. Refer to your move-in inspection. If a shower curtain or liner was present at move-in, in good condition, make sure it is still in good condition or replace it.
- **Remove all nails** from the walls... and **do not spackle the holes!**
- **Satellite dishes** must be removed. Mounting hardware for approved dishes can be left in place
- If the outside **temperature could hit 40° or less**, make sure the heat in the unit is left on at 50°.
- Please provide verification of **carpet cleaning** method when you return your keys (receipt from professional cleaner or receipt for rental). **If you have animals**, professional carpet cleaning and deodorizing and de-flea'ing are required per agreement.
- Be sure to **return all keys**, or you will be charged for rekeying. Rent will be charged till the day keys are returned to the Cardinal Properties office. **DO NOT** mail keys. **Leave garage door openers on the kitchen counter.**
- A **forwarding address** is necessary so your security deposit statement can be sent to you. If there are no deductions, your deposit will be returned within 10 days. If deductions are necessary, any remaining balance will be sent to you within 30 days.



TENANT CLEANING CHECKLIST:

These are areas/items we check when doing our move-out inspections.
Use this check list to help make sure the unit is adequately cleaned.

	Entry	Living Room	Dining Room	Hall/Stairs	Bedroom1	Bedroom2	Bedroom3	Bedroom4/office	Kitchen
Door(s)									
Floors									
Baseboards									
Walls & Ceiling									
Lights									
Windows – sills, frame, track, glass									
Window Coverings									
Closet – all the things									
Plugs & switches									
Floor/ceiling vents / wall heaters									
Closet									
Other – fireplace, mantle etc.									
Check / clean smoke alarm & CO									
Cabinets									
Doors, faces, sides, top									
Inside all shelves & drawers									
Pantry									
Countertops									
Refrigerator									
Inside fridge & freezer									
Underneath, sides & back									
Front & Top									
Dishwasher – inside & out									
Exhaust Vent – underneath & top									
Range/Oven									
Control Panel									
Surface & drip pans									
Under range top									
Inside oven & racks									
Drawer									
Underneath & sides									
Sink & Faucet									

	Bathroom1	Bathroom2	Bathroom3	Laundry/Utility
Door(s)				
Floors				
Baseboards				
Walls & Ceiling				
Lights				
Windows – sills, frame, track, glass				
Window Coverings				
Closet – all the things				
Plugs & switches				
Floor/ceiling vents / wall heaters				
Closet				
Other				
Cabinets				
Doors, faces, sides, top				
Inside all shelves & drawers				
Countertops				
Towel bars & tp holder				
Sink & Faucet				
Tub/Shower				
Walls, floor, outside edges				
Shower rod, doors etc				
Shower head, faucet, handle				
Toilet, inside & out				
Mirror				
Washer				
Dryer				
W/D hookups				
Clean under/behind appliances				
Wipe off water heater				
Change furnace filter if needed				

	Garage	Exterior
Walls & Ceiling		
Garage Door		
Man Door(s)		
Windows		
Floor		
Utility / Storage closet		
Mow lawn		
Leaf cleanup		
Weed landscape beds		
Porches & patios		
Pet damage		
Exterior windows		
Exterior Lights		

For garage, walls and garage door can be usually be swept off. Floors should be swept or sprayed off with a hose and oil spills cleaned up.

Exterior maintenance is weather dependent (like lawn can't be mowed if there is snow) but tenants should be aware that charges could apply if maintenance wasn't kept up during tenancy.

