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## Breaking a Lease Early – What Residents Need to Know

Breaking a lease before the end of the lease term is a significant decision. Your lease agreement allows you to vacate the property before the expiration of the lease term, provided you meet specific criteria. Refer to the lease agreement Paragraph 12 for detailed information. This guide explains the general process and responsibilities associated with breaking a lease with Freedom Property Management so you understand what to expect.

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### Lease Obligations

When a lease is broken early, the resident remains responsible for the obligations outlined in the lease agreement, including rent and utilities. How those obligations are handled depends on the terms determined by the Freedom Property Management.

Generally, this may involve either continuing to pay rent and costs associated with re-letting the property until a new tenant takes possession, or paying a fixed lease break fee. Additional details regarding these options are explained below.

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### Submitting Notice to Vacate

1. The first step in the lease break process is submitting an official [Notice to Vacate](#) to Freedom Property Management. The notice must include the date when keys will be returned.
  2. Remove all your personal property and have the property fully cleaned. We will provide you with a move-out letter detailing this process.
  3. Return all keys/remotes/fobs for your property. Once you have submitted these items to our office, we will rekey the locks and have carpets professionally steam cleaned (as required by the term of your lease.) We will begin advertising for your property as soon as it is in rent-ready condition.
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### Lease Break Options

The lease provides two possible options when a lease is broken early.

#### **Option A: Continue Lease Liability Until Re-Rented**

The resident continues paying rent and all costs associated with re-letting the property until a new tenant takes possession.

This includes:

- Keeping utilities in the resident's name
- Continuing to make rent payments

Failure to maintain required payments may result in eviction proceedings.

#### **Option B: Lease Break Fee**

The resident pays a lease break fee equal to two months' rent.

The landlord's agent will determine which option applies at the time the Notice to Vacate is submitted.

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### Lease Release and Rent Refunds (Option A)

If **Option A** is selected, the resident will remain responsible for rent until a new tenant takes possession of the property. Once a new tenant signs a lease, the resident will be notified of the date when lease liability ends.

If the new tenant moves in during the middle of a month and rent has already been paid for that month, a prorated rent refund will be issued.

Refunds are typically mailed along with the Security Deposit Disposition, unless a written request is submitted to receive the refund sooner.  
Security Deposit Dispositions are mailed **within 60 days from the date lease liability ends**.

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### **Important Disclaimer**

This information is intended to provide a **general overview of the lease break process**. Policies and laws may change, and individual lease agreements may contain specific provisions.  
All information is considered reliable but not guaranteed. Residents with questions about their specific situation should contact **Freedom Property Management** directly for guidance.

For information on breaking your lease due to domestic violence or military transfers click [here](#)