BORNSTEIN LAW
A PROFESSIONAL CORPORATION

8 Things We Need to Prepare Your Surrender of Possession Agreement

Providing these details upfront helps us prepare an agreement that accurately reflects the terms you and the tenant have discussed.

1 Names of Owner(s)
Provide the full legal name of each owner who will be a party to the agreement.

2 Names of Tenants and/or Occupants
Identify everyone occupying the rental unit, not merely the tenants originally named on the lease.

3 Address of Rental Unit
Include the complete property address and unit number, if applicable.

4 When Are the Tenants Vacating the Unit?
Provide the agreed-upon date by which possession will be surrendered.

5 How Much Are You Paying Them?
Provide the total amount the tenants will receive in exchange for surrendering possession.

6 When Are You Going to Pay Them?
Will payment be made upon signing the settlement agreement or when the tenants vacate and return the keys?

7 Will the Tenants Continue Paying Rent?
Specify whether rent will continue to be paid through the surrender date or whether some or all of the remaining rent will be waived.

8 What Happens to the Security Deposit?
Will the security deposit be handled and returned according to law, or have the parties agreed that the tenants will forfeit it?

BEFORE YOU SAY ANYTHING TO THE TENANT

Do not initiate a conversation about a tenant buyout until you have determined and complied with the local requirements that apply.

In certain jurisdictions, housing providers must first **provide required disclosures and/or file required declarations** with the local Rent Board or other agency **before** approaching a tenant about a buyout.

That means the compliance obligation can arise **before** an offer is made, before terms are discussed, and even before the subject of a buyout is broached with the tenant.

**The first step is *not* negotiating.
The first step is determining what must be disclosed or filed before the conversation begins.**

Contact our office to determine the local requirements that apply before initiating a buyout discussion.

ONCE YOU'RE CLEARED TO NEGOTIATE

Before an agreement can be prepared, the essential business terms need to be settled: when the tenant will vacate, how much will be paid, when payment will occur, whether rent continues through the surrender date, and how the security deposit will be handled.

WHY THIS MATTERS

A surrender agreement should memorialize a properly conducted negotiation—not attempt to cure mistakes made before the agreement was drafted. Getting the sequence right from the outset can avoid unnecessary problems later.