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## **TERMINATION OF LEASE**

### **Possible for ACTIVATED RESERVISTS, NEW SERVICE MEMBERS, CURRENT ACTIVE DUTY DEPLOYING OR ON PCS ORDERS.**

A lease for property may be terminated by a servicemember if one of the following conditions are met:

- The lease was entered into by the member before he or she started active duty; or
- The lease was entered into by the reserve or guard member before he or she was recalled to active duty; or
- The servicemember occupying the premises under lease receives military orders for permanent change of station; or
- **The servicemember occupying the premises under lease receives military orders for deployment for 90 days or more.**

To terminate the lease, the member must deliver written notice to the landlord at any time after call to active duty or receipt of orders. Oral notice is **not** sufficient.

For month-to-month rentals, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on August 1st, then the next rental payment is due and payable on September 1st. Thirty days after that date would be October 1st, the effective date of termination.

For all other leases, termination becomes effective on the last day of the month following the month in which proper notice is delivered. For example, if the lease requires a yearly rental and proper notice of termination is given on July 20th, the effective date of termination would be August 31st.

The servicemember is required to pay rent for only those months before the lease is terminated. If rent has been paid in advance, the landlord must prorate and refund the unearned portion within 30 days of the date of termination of the lease.

If you are unsure of whether you qualify for the SCRA lease termination, visit your nearest legal office to speak with a legal assistance attorney. If you are confident that you do qualify for lease termination, see reverse side of this paper for a sample letter to your landlord requesting lease termination. If your landlord refuses to agree to termination of your lease, or withholds any portion of your security deposit, please contact your nearest legal office immediately.

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**SAMPLE LETTER**

DATE

LANDLORD's NAME  
STREET ADDRESS  
CITY, STATE, ZIP

RE: RE: Rank and Full Name's Lease Agreement at Street Address, City, State Zip Code

Dear Sir or Madam:

Pursuant to title 50, United States Code, section 3955 of the Servicemembers' Civil Relief Act (SCRA), this letter is my formal written notice to terminate the lease agreement for the residential property located at the above referenced address, based on my receipt of military orders.

I am currently serving on active duty with the [**Branch of Armed Forces**]. I received orders [**to deploy in support of Operation Name for 90 days or longer**] [**for a permanent change of station to New Duty Station**] [**for retirement or separation, which is defined as a permanent change of station in accordance with Joint Travel Regulation, Chapter 5, page U5A-1, paragraph U5000 B, and thus covered under the SCRA**]. The SCRA states a servicemember may terminate a residential lease 30 days after the first date of the next rental payment. My next rental payment is due on [**Date**]; therefore, this lease shall terminate on [**Date + 30 Days**].

Under the SCRA, all unpaid rental amounts for the period preceding the date of termination shall be prorated. The SCRA also prohibits any early lease termination charges or penalties. All amounts held in security shall be returned according to the laws of this State. Please find the copy of my orders [**or letter from commanding officer, if orders are pending**]. Any prepaid rent covering periods after the effective termination date must be returned to me within 30 days of the effective date of the lease termination.

Please send any security deposit, prepaid rent covering the periods after the lease termination date, and all correspondence to me at \_\_\_\_\_(forwarding address). Should you have any questions, you may contact me at \_\_\_\_\_ [**May add contact information for dependent or agent holding tenant's power of attorney, if applicable**].

Thank you for your understanding and support in this matter.

Sincerely,

**Enclosure: Copy Military Orders**

Name, Rank, USAF

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