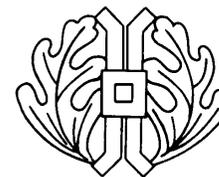


PREVENTIVE LAW SERIES

RENTING – TERMINATING A LEASE



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Ending a lease agreement

In order to end a tenancy prior to the expiration of the lease agreement, the tenant must give the landlord timely notice. The length of the notice is different for each tenancy but generally will be thirty days. The length of the notice is determined by the length of time between rent payments. The length of time for notice may also be addressed within the lease agreement itself. California law states that in no event shall the length of time be shorter than seven days. The notice to end the tenancy should be in writing and sent certified mail return receipt requested. However, a tenant may personally deliver the notice to the landlord but should have his signature verifying that the notice was received. Even if the tenant gives proper notice to end the tenancy and the landlord acknowledges receipt of the notice, the tenant is still liable for the rent due on the lease agreement. For example, tenant signs a lease for one year and 2 months later he gives notice and moves out. The tenant is still liable for the remaining 10 months of the lease agreement. The tenancy will naturally end at the expiration of the lease agreement. For example, if the tenant signed a lease for one year, the tenancy will end one year for the signing. Generally, in this situation no notice is required. However, many times the lease agreement will require otherwise. The lease agreement may require advance notice of intent to vacate the premises at the expiration of the lease term. If the tenant fails to give this notice, he may be liable. In order to avoid this potential problem consult your lease as the expiration of the term grows near.

Renewal of the lease

If the tenant wishes to renew his lease, he should negotiate the terms of the proposed agreement as the expiration of his tenancy grows near. If the tenant fails to sign a new lease after the prior lease expires, remains in possession, and the landlord accepts the rent, then the tenant will be a "holdover tenant." Now the length of the tenancy is the length of time between rental payments, which will usually create a month-to-month tenancy. Additionally, all of the other terms of the lease agreement will continue to apply.

Notice by landlord to end the tenancy

The landlord may give notice to the tenant to end the tenancy. This notice is usually a thirty day notice to move out. If the tenant wishes to remain, he should attempt to negotiate with the landlord and find out the reasons for the notice. Unless the tenant convinces the landlord to allow him to stay, the tenant must move out within the time allotted in the notice.

Advance payment of last month's rent

If the tenant was required to pay at the start of the tenancy the first and last month's rent, then he will not have to pay to last month of his tenancy.

LEGAL ASSISTANCE APPOINTMENTS:

For an appointment to see a legal assistance attorney, please contact the Legal Assistance Office, located in Building 610, Naval Air Station North Island, by telephone at (619) 545-6278.

RESOURCES:

California Department of Consumer Affairs: 1-800-952-5210, <http://www.dca.ca.gov>
California Civil Code Sections 1943, 1944, 1945, 1945.5, 1946, and 1951.2