



PREVENTIVE LAW SERIES
TERMINATING A LEASE



Prepared by:
Legal Assistance Department
Region Legal Service Office Southwest
3395 Sturtevant Street Suite 9
San Diego CA 92136-5072
(619) 556-2211

ENDING A LEASE AGREEMENT BY THE TENANT

In order for a tenant to legally end a residential tenancy prior to the expiration of the lease agreement, the tenant must have a legal basis to end the lease. Please check the Legal Assistance handout on the Servicemembers Civil Relief Act (SCRA) to see if the SCRA lease termination provisions apply to you. You may also have a cancellation clause in your lease, which may allow for cancellation of your lease according to the terms of the cancellation clause in your lease. If none of the above applies to you, then you can still walk away from your lease, but you may experience legal consequences for failing to honor your lease terms of rent due. If you or the landlord can find a substitute tenant and the landlord reasonably agrees to accept that tenant, you may reduce your liability of rent owed, as the landlord will get the rent from the new tenant. If the new tenant does not make all the rent payments, you may be liable for the balance of the rent payments under your lease until another tenant moves in to take over the rent payments. You should consult with a Legal Assistance Attorney to ensure you understand your rights and responsibilities before you simply break your lease agreement.

If you have a month-to-month tenancy, you can terminate a lease if you give the landlord timely notice. The length of the notice is different for each tenancy but will generally 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. The notice to end the tenancy should be in writing and sent via certified mail with return receipt requested. A tenant, however, may personally deliver the notice to the landlord but should obtain the landlord's signature verifying that notice was received.

RENEWAL OF THE LEASE

Most term leases specify that the lease will transition to a month-to-month lease automatically at the end of the lease term unless the tenant gives timely advance notice that they will be renewing or terminating the lease. All of the other terms of the lease agreement will continue to apply. If the tenant fails to give this notice, he may be liable for an additional month's rent. In order to avoid this potential problem consult your lease as the expiration of the lease term approaches.

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. In some cases a landlord may be entitled to give a three-day eviction notice. If the tenant wishes to remain, he or she should attempt to negotiate with the landlord and find out the reasons for the notice. Unless the tenant convinces the landlord to allow him or her to stay, the tenant must move out within the time allotted in the notice. The tenant may have some defenses to an eviction notice and should consult with an attorney.

LEGAL ASSISTANCE SERVICES

A legal assistance attorney is available by appointment Monday from 0800 - 1100 and 1300 - 1500, Tuesday through Thursday from 0900 - 1100 and 1300 - 1500, and Friday from 0900 - 1045. Powers of attorney and notaries are available Monday through Friday at the same times. For more information, please contact the Legal Assistance Office, located in Building 56, 32nd Street, Naval Station, San Diego, CA, by telephone at (619) 556-2211, or our office at Naval Air Station North Island - Coronado, Building 318 - Second Deck, above the Fleet and Family Support Center, Saufley Road, by telephone at (619) 545-6437.

WARNING: PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT INTENDED TO BE TAKEN AS SPECIFIC LEGAL ADVICE.
FOR LEGAL ADVICE IN A PARTICULAR SITUATION, ALWAYS CONSULT WITH AN ATTORNEY.

RESOURCES

California Department of Consumer Affairs: (800) 952-5210; www.dca.ca.gov

California Courts Self-Help: www.courtinfo.ca.gov/selfhelp

San Diego County Superior Court: www.sdcourt.ca.gov

California Civil Code §§ 1943, 1944, 1945, 1945.5, 1946, 1951.2 (2013)

Servicemembers Civil Relief Act, 50 U.S.C. App'x §§ 501 et seq. (2012)

WARNING: PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT INTENDED TO BE TAKEN AS SPECIFIC LEGAL ADVICE.
FOR LEGAL ADVICE IN A PARTICULAR SITUATION, ALWAYS CONSULT WITH AN ATTORNEY.