



PREVENTIVE LAW SERIES

MILITARY CLAUSES & LEASES



Prepared by:
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MILITARY CLAUSES

There is now a clause in the Servicemembers Civil Relief Act (SCRA) that allows military members to terminate residential and automobile leases under certain conditions, regardless of the existence of a military clause in the lease agreement. Please see the SCRA handout for a detailed explanation of this law.

If the SCRA does not apply to you and you do not have a cancellation clause in your lease, you may only terminate your lease legally if you have a military clause in your lease that specifies that you can terminate your lease if you need to move to military housing.

In California, military clauses providing protection beyond the SCRA are NOT statutory (i.e. automatic). They must be negotiated by you (the lessee) and the landlord (the lessor), preferably in writing. The landlord has the right not to agree to a military clause.

Below is a sample military clause you can attach to your lease agreement if you are contemplating moving into military housing and if the landlord agrees to attach this clause to your lease. You may also meet with a Legal Assistance attorney for assistance with a military clause.

Sample Military Clause for Move to Military Housing:

It is expressly understood and agreed that in the event the lessee (tenant), who is in the United States Military Service, and presently stationed at _____, California, is ordered by competent authority to occupy government quarters, he/she may, if he/she so elects, at any time thereafter, on giving the lessor (landlord) XX days' notice in writing of his/her intention to do so, together with evidence of said orders, and upon so doing, terminate this lease and the terms thereof, and the lease shall expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in such lease for the termination thereof.

Provided further that if the lessee upon the signing of this lease has been required to pay both the first and last month's rent, the rental charge will be computed to the date fixed by said notice to terminate and any overage will be repaid, pro-rata, to the lessee without further notice.

In the interests of national security, a statement signed by the lessee's Commanding Officer, certifying the existence and tenor of said transfer orders shall be sufficient evidence of the existence of said orders in lieu of furnishing a copy thereof.

Signature of Lessee

Signature of Lessor

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.

RESOURCES

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

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.