



EARLY LEASE TERMINATION FACT SHEET



Q. I heard I can terminate my lease if I'm in the military. Is this true?

A. Maybe. Your main reference is the [Servicemembers Civil Relief Act \(SCRA\), 50 U.S. C. App. Section 535](#), which says you may terminate a residential lease if:

1. You are entering active duty service for the first time.
2. You have received deployment orders for more than 89 days or permanent change of station orders (PCS).
3. You are an activated Reservist or National Guardsman and you signed the lease prior to your active duty.

Q. Are there requirements for how to terminate the lease?

A. Yes. To terminate the lease you must deliver a written notice of termination to your landlord, along with a copy of military orders. You may deliver the notice by hand, private business carrier, or mail to the designated address of the landlord. If you mail it, you should send it "return receipt requested." If you hand deliver, make a copy for your records and ask the landlord to sign and date the copy.

Q. When do I stop paying rent to the landlord?

A. Once you have properly terminated the lease by notification to the landlord, the effective date of a lease that requires monthly payments is 30 days after the next scheduled rental payment. **EXAMPLE:** Servicemember Sam pays rent on the first of each month. Servicemember Sam hand delivers his termination notice and a copy of his orders to the landlord on 5 January. The next payment of rent is 1 February. The effective day of the termination is 1 March.

Q. My lease doesn't require monthly payments. When do I stop paying rent?

A. Once you have properly terminated the lease by notification to the landlord, the effective date of a lease that does not require monthly payments is the last day of the month following the month you gave the landlord your termination notice and orders. **EXAMPLE:** Servicemember Samantha mails her termination letter and military orders, return receipt requested, to her landlord. The landlord receives and signs for it on 5 January. Servicemember Samantha's effective date of termination is 28 February.

Q. My landlord wants more money. Can he do that?

A. It depends. He can't charge you a termination fee *BUT* he can demand payment for any taxes, summonses, or other obligations and liabilities of the lessee (you) in accordance with the terms of the lease, including reasonable charges for excess wear, that are due and unpaid at the time of termination of the lease.

Q. What about business leases? Does the SCRA help me there, too?

A. Yes. The SCRA applies to a residential, professional, business, agricultural or similar purpose occupied, or intended to be occupied, by a Servicemember or a Servicemember's dependents.

Q. I live in Georgia and I heard there are different rules. Is that true?

A. Yes. [Official Code of Georgia Statute \(OCGA\) §44-7-22](#) gives additional protection to military members. Once you deliver proper notice and orders, the maximum rent you will be liable for is 30 days worth. Even if your lease has no military clause, the protections it provides are statutory in Georgia. EXAMPLE: Servicemember Sam hands his notice and orders to his landlord on 5 January. Servicemember Sam's termination date is 5 February, 30 days after 5 January.

OCGA Section 44-7-22 incorporates all of the protections of the SCRA for terminating your lease and adds a few extra ones. In Georgia, a Servicemember may terminate the lease if he:

1. Receives permanent change-of-station orders to a location at least 35 miles away;
2. Receives temporary duty or state active duty orders to a location at least 35 miles away for at least 60 days;
3. Is released from active duty, during which time he leased the property, and his home of record is at least 35 miles away;
4. Is ordered to move into government quarters;
5. Becomes eligible for government quarters and will forfeit his housing allowance if he does not move in; or
6. Receives orders to an area 35 miles or more before taking possession of the property.

(Georgia Law also provides that your rent will be prorated to the effective termination date and will be payable on the usual due date, and that you will also not be penalized if you terminate the agreement for one of the above reasons 14 or more days prior to occupancy)

Q. I'm thirty days out from deployment, but I still don't have orders. What can I do?

Under Georgia law, when you submit your written notice, you can submit a written verification of pending deployment and date signed by your commanding officer in lieu of official orders.

Q. I do not have PCS or deployment orders, but I have a really good reason to move on post. What can I do?

A. If you live in Georgia, and your commander orders you to move into government quarters, the landlord must release you from your lease upon proper notification.

Q. Is there a good format for my notification letter?

A. Yes, please check our Samples section for a basic notification of termination letter. You will need to tailor it to fit your exact situation.

Q. What if I have more questions?

A. Please call 706-545-3281/3282 and schedule an appointment with a legal assistance attorney at the Office of the Staff Judge Advocate, Maneuver Center of Excellence, Fort Benning, GA.



Office of the Staff Judge Advocate
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