

## Going on Active Duty? One-time Lease Termination

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<http://www.uscg.mil/legal/la/index.htm>

Any lease for housing, profession, business, agriculture or similar purposes of a service member or his/her dependents entered into *prior to being called to active duty* may be terminated by the member, if the lease was entered into before active duty, and the service members is entering active duty. The member called to active duty and not the landlord may only make this election. (**Note:** There is no other military clause in the Soldiers' and Sailors' Civil Relief Act (SCRA) which provides for termination of leases once the service member is on active duty, e.g. you cannot terminate a lease merely to move into government housing or if you get PCS orders. Schedule an appointment with a Legal Assistance Attorney if you are already on active duty and need to terminate your lease.)

The lease must have been signed by the member or on their behalf. Unlike many provisions of the SSCRA, this provision does not require a showing that the service member is materially affected by military service.

The requirements are that:

- (1) The lease was executed by a person who, after the execution of such lease, entered military service and
- (2) The lease premises have been occupied for such purposes (housing, professional, business, or agriculture) by the service member or his/her dependent.

The lease must be terminated in writing to the landlord or agent at any time following military service. In the case of leases requiring monthly payments, the termination *becomes effective 30 days after the next rental payment is due*. Proper timing and mailing can save you money.

The landlord must refund any prepaid rent or security deposit upon termination, excepting for damage to the property beyond normal wear and tear and any unpaid rent.

The SCRA provides criminal penalties for landlords who seize any property of a member who lawfully exercises this provision. Remember, leases entered into after coming on active duty may not be terminated under this provision. If you are entering into a lease while on active duty, obtain a copy of the MLCP sample military clauses, to add to your lease.

**Lease Review:** MLCP Legal Assistance will review your California lease prior to signing. If you have additional questions regarding this issue please call the MLCPAC Legal Assistance Branch at (510) 437-5891 and schedule an appointment with a Legal Assistance Attorney.

Sample letter to landlord to terminate pre-service lease

**SCRA (not to be used for other leases)**

Instructions:

1. Rewrite to fit your facts and circumstances.
2. Send certified mail. (Check your lease to see if you are required to send all notices in a certain mode, e.g. add return receipt requested for a second copy under terms of your lease/rental agreement.)
3. Keep a copy for your files.
4. Keep a copy for small claims court judge.
5. Mail copies as listed in "Copy To" below.

-----Cut Here-----

Date  
Via Certified Mail

Put Property Owner's Name and Address Here  
(Do Not Merely Address to Unit Manager)

Re: Lease of *(insert complete property address)*

Dear Mr. and/or Ms. *(Property Owner's Name Here)*:

On, *(date)*, I was called to active duty in the *(service)*. Due to this situation, and in order to carry out my orders, I must terminate my lease agreement concerning the above referenced property.

The Soldiers' and Sailors' Civil Relief Act provides for this action in Title 50 U.S.C. Appendix § 534. According to Section 534, leases and rentals will terminate thirty (30) days after the first date on which the next rental payment is due subsequent to the date written notice is mailed. Using the statutory formula, this *(lease or rental)* will terminate on *(date)*. I will vacate the premises by that date and return the key to you.

Please forward my security deposit of \$\_\_\_\_\_ *(your total security deposit that you expect to have refunded) (and any prepaid rent covering periods after the termination of this lease)* within 21 days of the date I vacate, to me at the following address: *(address)*

Thank you for your understanding and cooperation in this matter.

Sincerely,

Sign your name  
Print Your Name and Military Rank  
(Phone Number with area code)