SERVICEMEMBERS CIVIL RELIEF ACT

Real Property Leases

The SCRA makes provisions to allow a servicemember to terminate certain lease agreements as described here.

Lease of premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, agricultural, or similar purpose if:

- the lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service; or
- the servicemember, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days.

To terminate the lease, the member must deliver written notice to the landlord at any time after call to active duty or receipt of orders for active duty. VERBAL NOTICE IS NOT SUFFICIENT. The effective date of termination is determined as follows:

- For month to month rentals, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on August 1, then the next rental payment is due and payable on September 1. Thirty days after that date would be October 1, the effective date of termination.
- For all other leases, termination becomes effective on the last day of the month following the month in which proper notice is delivered. For example, if the lease requires a yearly rental and proper notice of termination is given on July 20, the effective date of termination would be August 31.
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- The servicemember is required to pay rent for only those months before the lease is terminated. If rent has been paid in advance, the landlord must prorate and refund the unearned portion. If a security deposit was required, it must be returned to the servicemember upon termination of the lease.

Any questions please call Legal Assistance.