

## **Navy Housing SAILOR LEGAL READINESS**

### **Servicemembers Civil Relief Act - Lease Termination 50 USC app 535**

The Servicemembers Civil Relief Act's (SCRA) is a federal statute enacted to promote and provide servicemember mission readiness by providing protections from some civil matters.

If you have mobilization orders the SCRA protections apply from the date you receive orders (Section 516). Section 535 of the SCRA allows you to terminate your lease. The termination applies to both the Servicemember and his dependents.

A servicemember can terminate a residential or business lease any time after entry on to active duty service (mobilization) or the effective date on orders for a Permanent Change of Station (PCS) or to deploy for 90 days or more.

Lease termination under the SCRA is not early termination; but a statutory termination or end of the lease and works as though the lease had run full term. The SCRA does not allow the landlord to charge an early termination fees. This includes concession fees.

It is lawful to waive your rights under the SCRA (section 517). If you execute a waiver with your landlord you will lose valuable benefits. **DO NOT SIGN A WAIVER. Notify the Navy Housing Office of landlords who require a waiver.**

To terminate your lease you must do the following things:

1. Provide your landlord **written** notice of your intention to terminate. The notice to terminate must be in **writing**. The **written notice** protects you. Keep a copy of the signed receipt of notice from the landlord.
2. Termination is effective 30 days after the first date rent is due following receipt of the notice. For example, notice provided on May 1 will terminate your lease on June 30. Notice early in the month will result in payment of two (2) months' rent. Notice provided on May 31 will result in the same termination date but only an additional one (1) month's rent. **NOTE:** It is important for commands, whenever possible, to provide notice early to allow the servicemember to plan the termination of the lease.
3. Prior to termination of the lease the servicemember must provide the landlord a copy of the official orders or letter from the command indicating a deployment. The servicemember will be responsible for damages beyond normal wear and tear and any utility bills for service during the occupancy.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>

## § 535. Termination of residential leases *50 USC APPX 535*

(a) Termination by lessee.

(1) In general. The lessee on a lease (servicemember) may, at the lessee's option, terminate the lease at any time after –

- (a) the lessee's entry into military service; or
- (b) the date of the lessee's military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days.

(2) Joint leases. A lessee's termination of a lease pursuant to this subsection shall terminate any obligation a dependent of the lessee may have under the lease.

(b) Covered leases. This section applies to the following leases:

(1) Leases of premises. A 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 .

(c) Manner of termination

(1) In general. Termination of a lease under subsection (a) is made —

(A) by delivery by the lessee of written notice of such termination, and a copy of the servicemember's military orders, to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee);

(2) Delivery of notice. Delivery of notice under paragraph (1)(A) may be accomplished —

(A) by hand delivery;

(B) by private business carrier; or

(C) by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed as designated by the lessor (or the lessor's grantee) or to the lessor's agent (or the agent's grantee), and depositing the written notice in the United States mails.

(d) Effective date of lease termination.

(1) Leases of premises. In the case of a lease described in subsection (b)(1) that provides for monthly payment of rent, termination of the lease under subsection (a) is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice under subsection (c) is delivered. In the case of any other lease described in subsection (b)(1), termination of the lease under subsection (a) is effective on the last day of the month following the month in which the notice is delivered.

(e) Arrearages and other obligations and liabilities.

(1) Rent amounts for a lease described in subsection (b)(1) that are unpaid for the period preceding the effective date of the lease termination shall be paid on a prorated bases. The lessor may not impose an early termination charge, but any taxes, summonses, or other obligations and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear, that are due and unpaid at the time of termination of the lease shall be paid by the lessee.

(f) Rent paid in advance. Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within 30 days of the effective date of the termination of the lease.

Definitions: Military orders. The term “military orders”, with respect to a servicemember, means official military orders, or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status.

**This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>**