



CYBER LEGAL ADVOCACY BRIEF

A Preventive Law Series
Cyber Center of Excellence Office of the Staff Judge Advocate
Legal Assistance Division, Fort Gordon



RESIDENTIAL LEASE TERMINATION

Typically, lease termination procedures are dictated by the terms of the lease you signed with your landlord. Terminating a lease early can result in fees or in being responsible for rent through the end of the lease period, even if you have moved out. Service members, though, are entitled to a level of protection if they need to terminate a lease early due to military orders pursuant to the Servicemembers Civil Relief Act (SCRA) and under Georgia law. There are also protections for domestic violence victims who need to break a lease early, in some situations.

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

WHEN CAN A SERVICE MEMBER TERMINATE A RESIDENTIAL LEASE UNDER THE SCRA?

The SCRA allows servicemembers to terminate a lease early in the following scenarios:

- (1) Upon initial entry to active duty;
- (2) After receiving deployment orders for at least 90 days;
- (3) After receiving PCS orders;
- (4) After receiving separation or retirement orders; or
- (5) If have they received a stop movement order in response to an emergency for at least 30 days, preventing them from occupying the leased premises.

HOW DOES A SERVICE MEMBER GO ABOUT TERMINATING THE LEASE?

To terminate the lease, the servicemember must deliver written notice to the landlord and a copy of military orders. Oral notice is not sufficient, nor is only written notice or only a copy of orders. The tenant must provide both.

HOW LONG IS RENT OWED AFTER THE TERMINATION NOTICE IS PROVIDED?

The tenancy terminates 30 days after the day rent is next due, meaning that rent must be paid for the duration of that period. For example, if you provide written lease termination notice on April 30th, and your rent is due on May 1st, then your lease will terminate on May 31st. If you provide notice on May 2nd, your next rent payment is not due until June 1st, so your lease would terminate on July 1st. You may move out of the premises sooner than the lease termination date, but you are responsible for paying rent during that time.

WHAT IF THE SERVICE MEMBER DOESN'T HAVE ORDERS YET, BUT NEEDS TO PROVIDE NOTICE?

For purposes of terminating a lease, a letter from your commander verifying a change in your military status (deployment, PCS, separation, etc.) will suffice in lieu of actual orders.

CAN THE LANDLORD CHARGE EARLY TERMINATION FEES FOR SCRA LEASE TERMINATIONS?

No, landlords may not demand early termination fees or require reimbursement for any special concessions made when the lease was signed (for example, if the first month of rent was free). The tenant must pay any other amount owed at the time of termination, such as late fees, past due rent, etc. The landlord can also withhold portions of the security deposit to cover legitimate repairs, cleaning fees, or damage. The landlord does have to refund any portions of prepaid rent within 30 days of termination of the lease.

CAN DEPENDENTS ALSO TERMINATE A LEASE UNDER THE SCRA?

It depends. If the service member and dependent both signed the lease, and the service member receives orders, then the SCRA allows the service member to break the lease. If only the dependent signed the lease (and not the service member), then the dependent generally cannot use military orders to break the lease.

GEORGIA LAW (O.C.G.A. § 44-7-22)

DOES GEORGIA HAVE ITS OWN PROTECTIONS FOR SERVICE MEMBERS UNDER STATE LAW?

Yes. Georgia law provides additional protections for service members who need to terminate a lease early. Under this state law, a service member can terminate a lease early if:

- (1) they receive PCS orders to a location at least 35 miles away;
- (2) they receive temporary duty or state active duty orders to a location at least 35 miles away for greater than 60 days;
- (3) they entered into the lease on active duty and are released from active duty orders returning to a home of record at least 35 miles away;
- (4) they are ordered to move into government quarters;
- (5) they become eligible to move into government quarters and will forfeit their housing allowance if they do not move on post; or,
- (6) they have leased the property but before taking possession receive change of station orders to an area at least 35 miles away from the location of the rented premises.

HOW DOES A SERVICE MEMBER TERMINATE A LEASE UNDER GEORGIA LAW?

Written notice and a copy of orders (or a commander's letter) are required, just like the SCRA.

HOW LONG IS RENT OWED AFTER THE TERMINATION NOTICE IS PROVIDED?

Under Georgia law, the lease is terminated 30 days after the written notice and copy of orders/commander's letter is provided. For example, if you provide written lease termination notice on April 15th, then your lease will terminate on May 15th. Rent is owed during that time period.

HOW IS GEORGIA LAW DIFFERENT THAN THE SCRA?

Georgia law allows a service member to terminate a lease for more than just deployment orders, PCS orders, or separation orders. The lease termination timeline is also different—Georgia's timeline is shorter. Furthermore, neither the landlord nor tenant can agree to waive the Georgia law protections, under any circumstances. A service member can waive SCRA protections, but it must be in a separate written document (not within the lease itself).

DOMESTIC VIOLENCE VICTIMS (O.C.G.A. § 44-7-23)

WHEN CAN A VICTIM OF DOMESTIC VIOLENCE VICTIM TERMINATE A LEASE?

A tenant may terminate a lease when a civil or criminal protective order for family violence or stalking has been issued to protect the tenant or the tenant's minor child.

HOW DOES THE TENANT BREAK THE LEASE UNDER THIS LAW?

The tenant must provide the landlord with a written notice of termination and a copy of the protective order. If the order is a temporary ex parte protective order, then the tenant must also provide a copy of the police report.

WHEN DOES THE TERMINATION GO INTO EFFECT?

The termination will be effective 30 days after written notice and copies of the protective order (and police report, if required) has been provided to the landlord. The tenant may occupy the premises during those 30 days

CAN THE LANDLORD CHARGE EARLY TERMINATION FEES?

No early termination fees may be assessed. The tenant is responsible for rent on a prorated basis up until the termination date, along with other fees (late fees, unpaid rent) already owed.

This Information Paper from the Fort Gordon Legal Assistance Office contains general legal information on a topic upon which Legal Assistance Attorneys typically advise. The information provided is general in nature and does not constitute formal, specific legal advice. If you wish to receive legal advice specific to your situation, please consult an attorney. You may schedule a legal assistance appointment by calling the Fort Gordon Legal Assistance Office at 709-791-7812/7813.