



Requirements of All Service Members Seeking Protection Under the Soldiers and Sailors Civil Relief Act

Termination of Pre-Service Lease Agreements

A service member who is leasing/renting property used for dwelling, professional, business, agricultural or similar purposes may terminate a lease that was 1) signed before the service member entered active duty and 2) the lease/rented premises have been occupied for the above purposes by the service member or his/her dependents.

The service member must deliver written notice of termination to the landlord after entry on active duty or receipt of orders for active duty. The termination date for a month-to-month lease/rental is 30 days after the first date on which the next rental payment is due after the termination notice is delivered. For example, if rent is due on the 1st of the month and notice is delivered to the landlord on August 5th, the next rent due is September 1st. Therefore, the lease/rental agreement will terminate on October 1st.

For all other lease/rental agreements, the termination date will be the last day of the month after the month in which the notice was given. For example, if the term of the lease/rental agreement is yearly and notice was given August 5th, then the termination date will be September 30th.

If the rent has been paid in advance, then the landlord must return any unearned portion. The landlord may not withhold the refund of a service member's security deposit for early termination of the lease/rental agreement. However, the landlord may withhold return of the security deposit for damages, repairs, and other lawful provisions of the lease/rental agreement.

It's important to understand that, under the SSCRA, a lease can only be terminated if entered into before one goes onto active duty. The SSCRA has no provisions for terminating leases entered into after entry on active duty. Several (not all) states have laws which allow military members to break their leases in the event they must move due to military orders. In those states which do not have such laws, it is important that the active duty member ensure his/her lease contains a "military clause," which allows the member to terminate the lease in the event he/she must move due to military orders. Most bases require service members to have leases approved by the local military housing office. One of the reasons for this is to ensure that the lease contains a "military clause."