

## **SERVICE MEMBERS CIVIL RELIEF ACT**

This federal law impacts all contracts with service members and their dependents, including residential leases.

### **EARLY TERMINATION REQUESTS (section 535):**

The service member or their dependent must notify the landlord of their request to terminate their lease early by following several steps:

- 1) The person must provide a copy of their deployment paperwork
- 2) The person must provide a written 30 day notice through the next rental period
- 3) The Orders must be for service for a period of not less than 90 days

### **Important Facts:**

- 1) The release of the lease applies to the military service member, their dependents and their guarantors but not roommates.
- 2) This law applies to existing service members and new recruits.
- 3) A landlord may not charge any lease termination fees or rent concessions but may charge for damages to the unit.
- 4) The parties can agree to a termination date shorter than 30 days.
- 5) Discharge from the military for end of duty does not qualify.
- 6) Availability of base housing does not apply.

### **EVICCTIONS FOR NON-PAYMENT (section 535):**

A court may stay an eviction action for up to 90 days if the military member or dependent can show that the reason for the inability to pay is caused by the military service. In limited circumstances, a court may alter the terms of the lease.

### **Other Important Things to Note:**

- 1) Landlord can be criminally liable for the breach of this law.
- 2) Landlord can petition a court for equitable relief in commercial leases.
- 3) Tenant is criminally liable for falsely using this law.
- 4) Landlord and Court can demand strict proof of hardship.
- 5) Previous distance requirement has been removed.

**Servicemembers' Civil Relief Act Early Lease Termination Notice**  
**Pursuant to 50 U.S.C. § 535**

NOTICE: IF YOU FALSELY CLAIM TO BE ELIGIBLE UNDER "SCRA" IN ORDER TO OBTAIN AN EARLY LEASE TERMINATION YOU MAY BE CHARGED AND CONVICTED OF A CRIMINAL OFFENSE AND BE LIABLE TO YOUR LANDLORD FOR DAMAGES. IN ORDER TO HAVE YOUR LEASE PREMATURELY TERMINATED AND TO BE RELEASED FROM FUTURE OBLIGATIONS UNDER YOUR RENTAL AGREEMENT, YOU MUST COMPLY WITH ALL OF THE REQUIREMENTS OF THE LAW AND PROVIDE THE INFORMATION REQUESTED ON THIS FORM.

I, \_\_\_\_\_, have a legally valid lease or rental agreement for the premises located at: \_\_\_\_\_, unit # \_\_\_\_\_. The lease or rental agreement is scheduled to expire on: \_\_\_\_\_. I declare, under penalty of perjury, that I am a \_\_\_ military member or \_\_\_ dependent of a military member (check one) and that to the best of my knowledge, the information provided by me in this written notice is truthful and accurate.

I am notifying the landlord that I am eligible for an early termination and release from my lease, effective \_\_\_\_\_, 20\_\_\_\_, a date mutually agreed to by my landlord (and which is not later than 30 days from the next rental due date). See 50 U.S.C. § 535(d)(1).

On or before the termination and release date indicated above, I will submit to the landlord the sum of \$ \_\_\_\_\_, representing rent owed through the date of the lease termination plus any previous financial obligations outstanding. I understand that if I have pre-paid rent for the month in which the lease is terminated as stated above, the landlord will refund any prorated rent in excess of the termination date. If I have paid a security deposit pursuant to Section 33-1321, the security deposit shall not be withheld for the early termination of the lease if I meet the requirements prescribed by the SCRA but may be withheld for payment of damages which the landlord has suffered by reason of my noncompliance with Section 33-1341. All refunded security deposits and prorated rent shall be paid to me within 14 business days of the termination date. I understand that I am not liable for the repayment of rent concessions, nor shall be charged a lease termination penalty. I understand that if there are multiple tenants who are parties to the rental agreement that is being terminated herein, the tenancy for those tenants does not terminate.

Attached are the servicemember's orders which support this notice of termination and prove that they qualify under one of the necessary conditions that occurred after they or their dependent entered into the lease:

\_\_\_\_\_ military member called to active duty;  
\_\_\_\_\_ reserve or guard member recalled to active duty for 180 days or more;  
\_\_\_\_\_ servicemember received military orders for permanent change of station; or  
\_\_\_\_\_ deployed in support of Operation \_\_\_\_\_ for ninety (90) days or longer.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Delivered to the Landlord or their agent: \_\_\_\_\_ (name of person receiving notice)

\_\_\_\_\_ By hand this date: \_\_\_\_\_

\_\_\_\_\_ By certified mail this date: \_\_\_\_\_ (certified receipt number : \_\_\_\_\_)