

# Terminating Your Lease

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You may need to leave your rental unit prior to the end of your lease for a [variety of reasons](#). Some leases offer the ability to leave early, but it's important to understand how to do it properly. If the lease does not provide for early termination and you don't have other grounds to terminate, you should know the possible consequences and options. You may need to move out prior to the end of your lease. Make sure those terms are set out in the lease — and that you understand any potential penalties. State laws can vary but generally, a landlord will have an obligation to seek to mitigate or minimize the damages. The parties can seek to resolve the matter.

- Know the legal reasons you can break your lease.** Laws vary by state, but if you have active-duty military orders; are a victim of domestic violence; your landlord has violated your privacy; or failed to maintain the property, you may be able to [terminate the lease](#). You should seek advice and assistance as needed from an attorney. You may be required to provide notice.
- Review your early termination clause.** Your lease may offer the option of early termination, but it likely comes with a financial penalty; be prepared to pay that extra cost.
- Talk to your landlord.** Inform your landlord as early as possible of your decision to terminate your lease or your problems with the material condition of the unit to give the opportunity to plan for your vacancy or fix the issues. Certain notices may be required. If you are able to come to an agreement with the landlord to terminate early, it should be done in writing and signed by the parties. The terms should be clear so that you don't have an unexpected conflict later.
- Notice if the landlord has breached the lease.** If your landlord has failed to meet their side of the lease agreement by not maintaining the property, you can seek a lawyer's help to send a notice to inform them that they are in breach of the lease, with a plan to follow.
- Know your tenant rights.** Even if you've sent your lease termination letter, you're still [protected against unreasonable](#) actions on the part of your landlord for the duration of your residency.
- Ask for your security deposit back.** If your landlord asserts that they can keep your security deposit for the early termination, your lease (and the law) may say differently, and you may need to send a demand for the return of the security deposit. The terms of the lease and laws of the state can dictate how a request for return of the deposit must be made, the obligations of a landlord if they don't return all or part of the deposit, the deadlines of the parties, and what deductions can be made to cover repairs or monies owed. Having access to an attorney is important to know your rights and options if you encounter any problems.

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**Clean up your apartment.** Even with an early termination, you are still required to meet your lease conditions as to the cleanliness and maintenance of your unit, particularly if the landlord is showing the unit to possible renters. Make sure you and the landlord properly document everything, including the final inspection. If possible, have your own witness there who could later testify if needed as to the condition of the premises when you vacate. It is important that you have evidence of the condition of the premises when moving out. A landlord may seek to hold you liable later or refuse to return all or part of a deposit based on alleged problems.

**Cancel services.** Electricity, cable, internet, and phone lines in your name will all need to be disconnected from the current residence and moved to your new place or simply canceled outright. Make sure and have written documentation and keep all records.

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