

LAW YOU SHOULD KNOW (50 U.S.C. APP. §535)

The purpose of the Service Members Civil Relief Act (SCRA) is to provide protection to service members who have difficulty meeting their financial and legal obligations because of their military service. The SCRA allows a service member required to move due to military orders to end a lease early under certain circumstances.

The service member must:

- Provide written notice to the landlord (oral notice is not sufficient) **and**
- Provide a copy of the military orders.

The landlord must:

- Not demand any type of penalty for early termination;
- Refund the security deposit (minus any damages) within 30 days of the date the lease was terminated; and
- Refund the unused portion of any rent that was prepaid to the service member.

WHEN WILL THE LEASE END?

- **Month-to-Month Rentals:** effective 30 days after the next rent payment is due. (Example: if the rent is due on the first day of each month and notice is mailed on August 1, then the next rental payment is due and payable on September 1. Thirty (30) days after that date would be October 1, the effective date of termination)
- **All Other Leases:** effective on the last day of the next month after notice of termination was given. (Example: *if the lease requires a yearly rental and proper notice of termination is given on July 2, the effective date of termination would be August 31*).

DOES THIS APPLY TO ME?

The SCRA may allow early termination of a lease for activated reservist, new service members, current active duty deploying or PCS Orders. It may apply to other service members in other situations.

Activated Reservist: the lease was entered into by the reserve or guard member before he or she was recalled to active duty for 180 days or more;

New Service Members/Current Active Duty: The SCRA applies to both leases executed before beginning active duty and for leases executed after active duty begins if the service member is deployed in excess of 90 days or if the service member receives PCS orders.

ABOUT THIS SAMPLE LETTER:

- This letter provides the required statement of notice to a service member's landlord explaining how his or her current military service requires the early termination of the residential lease without penalty under the SCRA.
- This letter provides instructions for delivery of the security deposit or any unused prepaid rent.
- Read over this letter and make sure the information you have given is correct and complete. The letter in this packet is not based upon any specific state law or jurisdiction. The letter may need to be modified before use in any specific jurisdiction.
- **YOUR MILITARY ORDERS MUST BE ATTACHED TO TERMINATION LETTER TO BE CONSIDERED VALID**

NOTIFICATION LETTER OF TERMINATION TO LANDLORD FOLLOWS

**LETTER FROM SERVICEMEMBER TO LANDLORD
EARLY LEASE TERMINATION - MILITARY ORDERS**

DATE: _____

ICON PROPERTIES
434 W Cork Street
Kalamazoo, MI 49001

Dear LANDLORD:

In accordance with the provisions of United States Code, Title 50 Appendix, section 535 of the Service Member Civil Relief Act (hereinafter SCRA), you are hereby provided this written notice of my intent to terminate my lease for the premises located at _____ **Apt #** _____.

The aforementioned provision of Federal law covers residential leases entered into prior to military service or involving premises "occupied or intended to be occupied by a service member or a service member's dependents" when the service member receives (a) permanent change of station orders OR (b) orders for deployment in excess of ninety days. I have received such orders. A copy of those orders, or a letter from my commanding officer confirming such orders, is attached.

In the case of a lease wherein rent payments are due monthly and early termination is made under the SCRA, lease termination is effective thirty days after the date on which the next rental payment is due. **Accordingly, this lease shall be terminated, with an effective date of** _____.

I understand that any security deposit must be returned to the tenant within thirty days after termination of the tenancy. Portions of the deposit may be withheld for damage to the premises caused by the tenant, but not for any condition due to normal wear and tear. Portions of the deposit may also be withheld for loss of rent, but only up through the aforementioned date of termination, and then only if the premises were vacant and actual loss of rent occurred. If any portion of the security deposit is withheld, the landlord is obligated to provide the tenant an itemized list of the reasons/costs therefore. After I vacate the leased premises, you may provide me with the security deposit refund/itemized list of costs at the following address:

My forwarding address for future communications including my security deposit disbursement shall be _____.
Street Address (no PO Boxes) Apt # City State Zip

Thank you for your assistance and cooperation in my efforts to help defend our nation through my military service.

Sincerely,

Tenant Printed Name

Tenant Signature

Attached: Deployment or PCS Orders, *required*