

THE SERVICEMEMBER'S CIVIL RELIEF ACT – TERMINATION OF RESIDENTIAL LEASES

NACA Defending Servicemembers by Building an Army of Informed Consumers

The National Association of Consumer Advocates (NACA) is a non-profit association of attorneys and consumer advocates committed to representing consumers' interests. This Handout addresses the Residential lease termination provisions (50 USC Appx. 535) of the Servicemember's Civil Relief Act (SCRA).

1. The SCRA is a federal law designed to help maintain the mission readiness of servicemembers by providing special protections that reduce the impact and immediacy of many civil legal matters. Some of the rights conferred on servicemembers by the SCRA are: the modification of contract rights; the delay or stay of civil court cases and administrative agency rulings; the reopening of default judgments; the tolling of the statute of limitations on the time to bring a law suit; the adjustment the dollar amount of judgments; the delay of the execution of judgments; and court intervention prior to the taking of property.
2. The SCRA allows servicemembers to terminate residential leases. A servicemember may terminate a residential or business lease anytime after his or her entry into active duty service or anytime after he or she receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of 90 days or more.
3. Joint leases are covered under this act and termination by the servicemember also terminates the lease obligation for dependents under the lease.
4. To terminate a lease under the SCRA the servicemember must deliver a written notice of his or her intent to terminate and a copy of the servicemember's military orders, to the landlord or the landlord's agent. Military orders may be in the form of official orders or any form of notification from the servicemembers commanding officer. The copy of the orders does not have to be delivered with the notice but must be delivered prior to termination. Delivery of the notice should be provided with a means of verification. If delivery is by hand, you should obtain a signed copy indicating the date it was accepted. If delivery is by mail use certified mail return receipt requested to verify that the notice was in fact received.
5. The lease will terminate 30 days after the first date the rental payment is due for the month following the month of delivery. For Example: a termination notice delivered between 01 and 31 AUG 2012 will have an effective termination date of 30 SEP 2012. A termination notice delivered on 01 September will terminate the lease on October 30.
6. Termination of a lease under the SCRA is not early termination but a contract modification under federal law changing the termination date. When the lease is terminated under the SCRA its terms are fulfilled. The law does not allow the landlord to charge an early termination fee. The tenant is still responsible for damages beyond reasonable wear and tear and any unpaid previous damages.
7. If the landlord takes, holds, or detains the servicemembers property including the security deposit because of the servicemembers lawful termination under the SCRA may be guilty of a criminal act under federal law.
8. If the landlord violates this provision of the SCRA the servicemember can pursue a civil cause of action for damages and the court can order the landlord to pay costs and attorney fees related to the suit.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>. You may also locate and contact a NACA attorney in your area logging on to <http://naca.net/find-attorney>.