

**SCRA LEASE TERMINATION LETTER**

**LANDLORD  
ADDRESS  
CITY, STATE 00000**

Dear \_\_\_\_\_:

In accordance with the provisions of United States Code, Title 50, section 3955 of the Service Member Civil Relief Act (hereinafter SCRA), you are hereby provided this written notice of my intent to terminate my lease for premises at \_\_\_\_\_.

The aforementioned provision of Federal law covers residential leases entered into prior to military service if the tenant thereafter receives orders to active duty military service. It also applies to leases commenced after military service if the service member thereafter receives permanent change of station orders OR orders for deployment of ninety days or more. I have received orders to active duty service (or if already on active duty, orders to deploy or execute a permanent change of station) and such orders (or a letter from my commanding officer confirming such orders) is attached hereto.

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 is terminated, effective on**

\_\_\_\_\_.

I understand that some states may have enacted statutes that address early lease termination by military personnel. However, while such state law may provide service members with additional rights, they can not diminish rights already provided by Federal law under the SCRA.

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 a portion of the security deposit is withheld, the landlord should provide 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: \_\_\_\_\_

\_\_\_\_\_

If I have been provided an up-front rent concession; e.g., "First month's rent free," I can not be required to forfeit that concession by reason of terminating the lease early pursuant to the SCRA.

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

\_\_\_\_\_/Tenant

Encl: Military orders to active duty, to deploy, or to execute a permanent change of station (or confirmatory letter from commander)