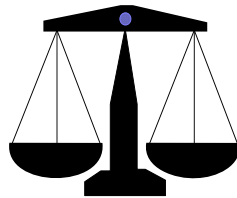


TERMINATING A TENANCY

UCLA STUDENT LEGAL SERVICES



Questions asked by UCLA students:

Question: *I signed a one year lease that expires on August 31, 2007. I have a summer job in New York, so I want to move out of my apartment when finals are over in June. Can I do this?*

Answer: Unless the landlord gives you written permission to terminate your lease early, you run the risk of owing the landlord a substantial amount of money if you break the lease. A lease or rental agreement for a period of time creates the obligation for you to pay rent for the entire period, even if you are no longer living in the apartment. This obligation may be terminated if: 1) you and the landlord both sign a written agreement modifying the term of the lease; 2) the landlord rents your apartment to a new tenant; or 3) if the condition of the apartment is so terrible that it is legally uninhabitable and you have satisfied several statutory requirements. If you think you are eligible to pursue #3, you should consult with an attorney to be certain you take all the requisite legal steps.

More likely, #2 is your best option, as landlords typically do not willingly release tenants from their lease obligations. Your landlord must try to rent your apartment if you break the lease, although he only needs to make reasonable efforts to do so; posting a sign in front of the apartment building would be reasonable, not a full page ad in the Los Angeles Times. You remain liable for the rent until the new tenant moves in and starts paying rent. In addition, you are responsible for the costs the landlord incurs in trying to re-rent your apartment.

Question: *My rental agreement ends on June 30, 2007, and I plan to move to a new apartment then. Do I need to let my landlord know that I'm leaving?*

Answer: Most rental agreements require that the tenant provide the landlord with notice to terminate the tenancy, even when the agreement has a termination date. Most agreements require 30 days, but some state that 60 days' advance notice is necessary. Even if yours does not explicitly require any notice, you should give your landlord written notice at least 30 days before you wish to terminate your tenancy.

If you do not provide appropriate notice, your tenancy will become a month to month tenancy on the same terms of the rental agreement in most cases; some agreements, however, state that, in the absence of notice, the agreement will be renewed for the same amount of time as the original agreement. Obviously, it pays to read your agreement carefully and provide proper notice! Generally, all that is required for the notice is a writing telling the landlord that you will be terminating your tenancy effective June 30, 2007, and that you will be moving out on or before that date.

Question: *I have a month to month rental agreement with my landlord and want to move out by July 15. What kind of notice to I have to give him, and do I have to pay for the entire month of July?*

Answer: Unless your rental agreement states that more notice is required, you need to give your landlord a written notice thirty days before you wish to terminate your tenancy. You may give the notice any time during the month, not just on the first day or the day you pay rent, and your obligation to pay rent will end thirty days later – as long as you have moved out by then! So, if you want to terminate your tenancy on July 15, your landlord will need to receive your written notice no later than June 15. When you pay your rent for July, you may prorate it and pay for only 15 days. If you stay in the apartment after July 15, you will be responsible for paying the rent for the days you remain. Also, be sure to turn in your keys on time or the landlord may charge you rent until the keys are returned.

For more information, please visit the Student Legal Services web site:

<http://www.studentlegal.ucla.edu>

The information contained in this article is of a general nature. If you have a similar problem, you should consult with an attorney. Currently registered UCLA students are encouraged to call Student Legal Services for an appointment (825-9894). Appointment hours are 9:00 a.m. to 5:00 p.m., Monday through Friday, from September through June.