



## FROM COUNSEL

A Preventive Law Service of The Office of The Judge Advocate General  
*Keeping You Informed On Personal Legal Affairs*

# ***Renting an Apartment or a Home Off Post?***

Military personnel and their families transferring this PCS season may consider renting or leasing a home at the next duty station. After checking with the area military Housing Office, consider including a “**military**” termination provision in your lease just in case you need to end it early.

**Q. What is a “military” termination clause?**

A. A military termination clause gives one party to the lease, usually the military member, an option to end the lease early, before the agreed upon ending date. Sometimes a landlord who is also a military member will desire to include the right to end the lease upon the landlord’s retirement from the military, return to the area where the house is located, or upon release from Government service.

**Q. How does a “military” termination clause work?**

A. Normally, you and the landlord (lessor) agree that if certain conditions occur, you may notify the landlord that you want to end your lease on a certain date. Ordinarily, you notify the landlord in writing of the reason you desire to end the lease at least 30 days before your proposed ending date, citing the termination provision of the lease. For example, if you are transferred to another installation, you would write the landlord and include a copy of your PCS orders.

**Q. What conditions could allow for the early termination of my lease?**

A. Since a lease is a contract or an agreement, you and the landlord can agree what will allow you to end it. You must, however, do so in writing before signing the lease the landlord provides to you to be sure you can rely on the listed conditions. For example, you might want to be able to end your lease if you have a temporary change of station (TCS) for over 6 months. (Of course, your family may be staying in the apartment or house and you might want the lease to continue. If you do, then you don’t invoke the early termination provisions.)

**Q. Is there a fee for ending my lease early?**

A. Maybe. Some states have laws that permit the landlord to charge for early termination. Also, your termination clause may include such a term. For example, if your lease period was one year and you are ending your lease after six months, the lease may provide for you to pay one-half of one month’s rent.

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**Q. What if the landlord won't agree to include a "military" termination provision?**

A. Check with your local housing office and the legal assistance office. Some states have a law that requires landlords to terminate residential leases for military personnel who are transferred. Of course, you might decide to rent from a different landlord too.

**Q. What should a military termination clause cover?**

- A. It should allow you, the military tenant, the option of ending your lease if you
- receive permanent change of station military orders to transfer to another duty station, the main gate of which is more than twenty (20) miles from the main gate of your former duty station;
  - receive military orders requiring you to move into government quarters or you voluntarily move into government quarters;
  - retire or are released from active duty;
  - receive temporary duty orders, temporary change of station orders, or you deploy for a period exceeding 60 days to an area more than 40 miles from where the premises are located; and/or
  - have leased the property before relocating or moving to the area, and your orders are changed to a different area before you occupy the property.

**Q. Where can I get a military termination clause?**

A. Visit your local housing office and the legal assistance office. They usually have a form addendum appropriate for your circumstances that will supplement any termination rights provided to you by the state where you are located.

**Q. Where can I get additional information?**

A. Visit your legal assistance office at building 275. Call 242-5084.

View [From Counsel: Renting an Apartment or Home Off Post?](#) for a From Counsel discussing military termination clauses that you may use at your installation. Check this *suggested* provision against existing state law in your area to modify it accordingly.

**MILITARY TERMINATION ADDENDUM FOR TENANT**

**MILITARY TENANT:** In the event tenant, or spouse of tenant is or hereafter becomes, a member of the United States Armed Forces, tenant may terminate the lease on thirty (30) days written notice to the landlord in any of these events:

1. If the tenant receives permanent change of station military orders to transfer to another duty station, the main gate of which is more than twenty (20) miles from the main gate of his former duty station;
2. If the tenant receives military orders requiring him to move into government quarters or the tenant voluntarily moves into government quarters;

3. If the tenant retires or is released from active duty'

4. If the tenant, or spouse of tenant receives temporary duty orders, temporary change of station orders, or is deployed for a period exceeding 60 days to an area more than 40 miles from where the premises are located; and/or

5. If the tenant has leased the property before relocating or moving to the area, and his orders are changed to a different area before occupancy of the property.

The written notice becomes effective thirty (30) days after the date of service of notice upon the landlord, or such time as dictated by the military orders. If the date of written notice falls between days on which rent becomes due, the notice becomes effective on the first day of the next rental period. Tenant agrees to pay \_\_\_\_\_ (e.g., one-half month's rent) for the early termination. If the tenant terminates the lease under this military clause, and is in compliance with all other terms of the lease, the landlord will refund to the tenant, within fourteen (14) days after the tenant vacates, any and all security and/or damage deposit held.

*FROM COUNSEL is distributed by the [Location Name] Office of the Staff Judge Advocate, Legal Assistance Office, located in Building ###. Our office hours are: 0800-1600. You may call us for an appointment at 242-5084 or walk in on 0800 and 1600.*