

**EARLY TERMINATION OF RENTAL AGREEMENT BY MILITARY PERSONNEL**

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Your lease should contain a "Military Clause" or a "Transfer of Tenant" clause so you can terminate your lease early in the event that you receive PCS orders. This is a sample clause you may wish to have in your lease.

\_\_\_\_\_ cut here \_\_\_\_\_

**Early termination of rental agreement by military personnel.**

a. If Tenant is a member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with a National Guard unit he or she may terminate this rental agreement with Landlord if Tenant (i) has received permanent change of station orders to depart thirty-five miles or more (radius) from the location of the leased property; (ii) has received temporary duty orders in excess of three months duration to depart thirty-five miles or more (radius) from the location of the leased property; (iii) is discharged or released from active duty with the armed forces of the United States or from his or her full-time duty or technician status with the National Guard; or (iv) receives government supplied quarters resulting in the forfeiture of basic allowance for quarters.

b. Tenants who qualify to terminate a rental agreement pursuant to subsection (a) shall give Landlord a written notice of termination to be effective on a date stated therein, said date to be not less than thirty (30) days after receipt of the notice. The termination date shall be no more than sixty days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, Tenant shall furnish Landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from Tenant's commanding officer. Tenant's compliance with subsection(b) relieves Tenant from any future liability under the Lease Agreement.

The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of rental agreement.

The above Military Clause is hereby incorporated into the Lease Agreement between the parties dated \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant