

ENDING A LEASE

To end a lease, provide a written notice to your landlord. Put the specific date you will be out. Sign and date the notice. You can do this by letter. Keep a photocopy of the notice for yourself.

Provide this notice as soon as you can to your landlord. If you have a week to week rental agreement, you need to give at least 7 days notice before moving. If you are month, you must give 30 days notice before your next rent is due. Some written rental agreements or leases state how much notice is required.

If you have a yearly lease or rental agreement, and are not at the end of your lease, you may owe for the rent that you would have had to pay until your lease ended. By giving as much notice as you can, you may limit how much you owe to the landlord for ending a lease. You may also owe for the cost of re-renting the property

A landlord must mitigate his damages. This means that he must take steps to minimize her/his losses. A landlord can do this by advertising, showing and re-renting the unit. This is one reason why early notice to the landlord could benefit you. If you know of a prospective tenant, pass on the information.

There are some lawful reasons for ending a lease for which the landlord cannot hold you responsible. If your landlord fails to keep up the condition in the rental unit despite written notice from, you may be able to terminate the rental agreement. Under the law, you can terminate the rental agreement if:

- 1) the conditions are such that you reasonably believe your landlord has failed to fulfill this obligation, or a governmental agency (such as HUD or the Health Department) finds that the condition materially affects the health and safety of the tenant, and
- 2) the landlord fails to fix the problems within a reasonable time (usually 30 days), and
- 3) you are current in rent.

If you end your lease for this reason, you should specifically state in your written notice to the landlord that you are ending your agreement or lease due to her/his failure to make repairs (you may wish to list these repairs).

Remember, your landlord may ultimately be able to sue you for money for ending your lease early, and even if he mitigates his damages, you may still be found to owe some money to him. For this reason, if you are sued by your landlord, you should call a lawyer for further advice. If you are a senior or low income, call 1-866-LAW-OHIO.