

APPENDIX D: SAMPLE LETTER FOR BREAKING A LEASE

Once you sign a lease, you have entered into a contract and are bound to its terms, except in a few rare situations. If you unexpectedly need to break your lease (i.e. move out before the end of the time period specified in your lease) you should contact your landlord and explain the situation. Unless your landlord releases you from the lease, you remain responsible for paying the rent. The landlord, however, is required to try to find a new tenant as soon as possible (in legalese, this is “mitigating damages”). It is a good idea for you to try to find replacement tenants for the apartment. Should the issue end up in court, this fact will help your case.

Keep a copy of the letter you send. It is also a good idea to mail the letter with a receipt confirmation to ensure your landlord receives it.

[Tenant address]
[Date]

[Landlord name]
[Landlord address]

Dear Mr./Ms. [Landlord's last name]:

For the past [number of days/month] I have been living at [address of apartment/lease]. Although my lease does not terminate until [day, month, year], it is necessary that I move out earlier due to [list specific reasons such as family crisis or leave of absence from the University]. I intend to vacate the premises on [day, month, year].

I will call you on [specify date] to discuss this matter. Should you need to contact me in the meantime, you can reach me at [phone number].

Sincerely,
[Tenant signature]
[Tenant name]

SAMPLE ONLY. The user of this document should read the terms and conditions of his/her lease carefully and consult with a licensed real estate attorney or agent before executing this document.