

Terminating the Lease

Leases can be ended in a number of ways. As early as a lease signing, it is important to think about how a lease will be terminated in the future. This language should be clearly stated in the written lease.

Voluntary Termination

A landlord is under no legal obligation to renew a lease once the term has expired. If there is no clause requiring notice of termination, the tenant is responsible for leaving on the date the lease ends. A common practice is for a written lease to require 30 days notice before terminating the lease. The failure of either party to provide proper written notice may result in both parties being obligated to another tenancy term. Early termination of a lease can occur at any time if the landlord and tenant mutually agree to such termination. Some leases provide that without prior notice to quit, a lease will continue for another term with the same conditions ("hold over" clause).

Rent Liability for Early Move-out

Tenants are responsible for rent until the premises are re-rented or the lease has expired. The tenant may also be liable for the landlord's reasonable costs of re-renting. Lease contracts often specify who is responsible for re-renting the premises. Landlords must make reasonable efforts to re-rent the premises when a tenant moves out early. Without a documented agreement between the parties, a landlord can sue a tenant for eviction if a tenant moves out before the end of the lease term. The lease binds the tenant to a set amount of time.

Voluntary lease terminations will fall into one of these categories:

Termination of the lease for a definite term. (Example: one year lease) - If a lease establishes a date of termination and if there is no mention of the tenant's obligation to give notice of termination, the lease will expire on the date set forth in the contract and the tenant is obligated to leave the premises on that date. The

landlord is not required to automatically renew the lease with the tenant. If a lease does require a tenant to give notice of termination prior to the end of the lease, then the tenant must provide notice within the specified amount of time before the tenant is cleared of his or her obligation.

Termination of a month-to month lease

A month-to-month lease is a rental agreement for a one-month period that is renewed automatically each month until properly terminated by either party. Month-to-month tenancies can also be created using a written lease and/or as an extension of a previous lease agreement that has expired but has now rolled over to a month-to-month status. Speak to your landlord about how termination of this type of lease is handled. Typically, to terminate a month to month agreement, either the landlord or tenant must provide written notice of intent to terminate by mailing or hand delivering a copy to the other party. A written lease may specify a longer period of time for notice to terminate and it is common for written leases to require a thirty-day notice. The failure of either party to provide proper written notice could obligate both parties to another month's tenancy.

Involuntary Lease Termination (Eviction)

When a tenant is not living up to his or her end of the rental contract, such as being late with the rent or not complying the terms of the lease, the landlord can sue the tenant in District Court. If the landlord prevails in an eviction lawsuit, the tenant will be legally evicted from the property. It is not advisable for tenants to try and get out of a lease by being evicted; this legal judgment will stay on a tenant's credit report for many years and could greatly hinder the tenant's chances of securing rental property in the future. Whenever possible, it is recommended that landlords and tenants try to work together on resolving breached lease issues, to minimize the necessity for formal and costly litigation. Eastern students are encouraged to contact Student Legal Services for information on the eviction process in Coles County area.

at <http://www.eiu.edu/~sls/>.