

When you sign a lease, you promise to pay rent for a particular housing unit for a specified amount of time. Simply moving out does not get you off the hook as far as paying is concerned. You have a contract and are legally bound to fulfill it. This means that you are legally bound to pay rent for the full lease term, whether or not you continue to occupy the dwelling. If you do not pay, your landlord can sue you, get a judgment and try to collect the money by doing such things as attaching your wages. There are some things you can do to avoid this.

California Civil Code Section 1951.2 (a) states: If a lessee of real property breaches the lease and abandons the property before the end of the term, or if his right to possession is terminated by the lessor because of a breach of the lease, the lease terminates. Upon such termination, the lessor may recover from the lessee:

1. The worth at the time of award of the unpaid rent which had been earned at the time of termination.

Still, if you want to move out before your lease expires, you may not have too much of a problem. In most areas of California, the same shortage of housing that gives the landlord an advantage at the time of the original rental also makes it possible for a tenant to get out of a lease fairly easily.

Notify your landlord in writing as soon as you know that you are going to move out before the end of a lease term. The more notice you give the landlord, the better your chances are that he will find another tenant.

After sending the landlord your written notice, it is wise to stop by and talk to him. He may have another tenant ready to move in and not be concerned by your moving out. In some cases the landlord may demand an amount of money to compensate him for his trouble in re-renting the place. If the amount is small, it may be easier to agree to pay rather than to become involved in a dispute. If your landlord has a deposit, you might even offer to let him keep a

part of it in full settlement of all possible damage claims arising from your leaving in the middle of the lease term. ***Get any agreement you make in writing.***

If it is not possible to deal rationally with your landlord, or if she won't give you a written release, you should take steps to protect yourself. Don't let your landlord scare you into paying her a lot of money. Simply put an advertisement in your local paper to lease your dwelling at the same rent that you are paying. When people call, show them the place, but tell them that any lease arrangement must be worked out with your landlord. Also request the potential tenants to contact the landlord directly. To protect yourself, keep a list of all tenants who appear suitable and who express an interest in moving in. Include information on your list that shows that the potential tenants are responsible (can afford to pay the rent and have been good renters in the past). The landlord has a right to approve or disapprove of whomever you suggest as a tenant, but the landlord may not be unreasonable about it; by law she must keep her losses to a minimum (mitigate damages).

The law requires a landlord to take all reasonable steps to keep her losses to a minimum—a concept known as mitigation of damages. This means that when a tenant leaves in the middle of the lease term, the landlord must make all reasonable efforts to rent the premises to another tenant at the best price possible.

California Civil Code Section 1951.2 (a) paragraph 2 states that the landlord is entitled to: The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided. (For example if the landlord asks you to pay \$1000 for breaking the lease, but you can show that she could have reasonably avoided spending anything more than \$100, then you can only be asked to pay the \$100).

However, your lease may include a clause stating that the landlord will not unreasonably withhold consent to a proposed sublet or assignment, and that he intends to use the ‘lock-in provision’ provided by state law; California Civil Code Section 1951.4 (a) & (b). If so, and you break the lease and move out without coming up with an acceptable substitute, the landlord can choose not to re-rent and mitigate your damages. Instead the landlord can simply secure the premises and sue you for the unpaid rent when the lease expires. Look at your lease carefully about what is to happen in the event of an early termination.

California Civil Code Section 1951.4 (a), (b) states: The remedy described in this section is available only if the lease provides for this remedy. Lessor may continue lease in effect after lessee’s breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations. (b) Even though a lessee of real property has breached the lease and abandoned the property, the lease continues in effect for so long as the lessor does not terminate the lessee’s right to possession, and the lessor may enforce all the lessor’s rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease

**SAMPLE LETTER TO THE LANDLORD  
SUGGESTING POTENTIAL TENANTS**

October 15, 2001

1500 Acorn Street #4  
Cloverdale, CA. 99921

Smith Realty Co.  
10 Jones Street  
Cloverdale, CA. 99921

As I told you on September 15, 2001, I plan to move out of this apartment on October 31, 2001. Because I wish to keep damages to a minimum, I am giving you the names, addresses and phone numbers of four people who have expressed an interest in renting this apartment on or about November 1, 2001 at the same rent that I pay. I assume you will find one of these potential tenants to be suitable, unless of course you have already arranged to rent the apartment.

**(Include list of names, addresses and phone numbers)**

Sincerely yours,

\_\_\_\_\_  
Your Name

[In the following page you will find a form letter that you can just simply fill in. As we state in our cover letter, we recommend that you write your own letter in your own words with more detail, but we also provide you with this form letter in case you feel you need it].

\_\_\_\_\_

\_\_\_\_\_

Date

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear

As I told you on \_\_\_\_\_, 20\_\_\_\_, I plan to move out of this apartment on \_\_\_\_, 20\_\_\_\_.

Because I wish to keep my damages to a minimum, I am giving you the names, addresses and phone numbers

of \_\_\_\_\_ people who have expressed an interest in renting this apartment on or about \_\_\_\_\_, 20\_\_\_\_ at \$ \_\_\_\_\_. I assume you will find one of these potential tenants to be suitable, unless of course you have already arranged to rent the apartment.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely yours,

\_\_\_\_\_

December 22, 2003