

When Leaving Early Is Justified

There are some important exceptions to the blanket rule that a tenant who breaks a lease owes you the rent for the entire lease term. A tenant who leaves early may *not* owe if:

- **Your rental unit is unsafe or otherwise uninhabitable.** If you don't live up to your obligations to provide habitable housing—for example, if you fail to maintain the unit in accordance with health and safety codes—a court will conclude that you have “constructively evicted” the tenant. That releases the tenant from further obligations under the lease. (Section B6, above, discusses constructive evictions.)
- **You have rented—or could rent—the unit to someone else.** Most courts require landlords to try to soften (“mitigate”) the ex-tenant’s liability for the remaining rent by attempting to find a new rent-paying tenant as soon as possible. The new tenant’s rent is credited against what the former tenant owed. (Because this “mitigation of damages” rule can be so important, Section C4, below, looks at it in more detail.)
- **State law allows the tenant to leave early.** A few states have laws that list allowable reasons to break a lease. For example, in Delaware, a tenant need only give 30 days’ notice to end a long-term lease if he needs to move because his present employer relocated or because health problems (of the tenant or a family member) require a permanent move. In Oregon, a victim of domestic violence, sexual assault, or stalking may terminate a lease with 14 days’ notice. In all states, tenants who enter active military duty after signing a lease must be released after delivering proper notice. (See “Special Rules for Tenants Who Enter Military Service,” above.) If your tenant has a good reason for a sudden move, you may want to research your state’s law to see whether or not he’s still on the hook for rent.
- **The rental unit is damaged or destroyed.** If a tenant’s home is significantly damaged—either by natural disaster or any other reason beyond his control—he has the right to consider the lease at an end and to move out. State laws vary on the extent of the landlord’s responsibility, depending on the cause of the damage. If a fire, flood, tornado, earthquake, or other natural disaster makes the dwelling unlivable, or if a third party is the cause of the destruction (for instance, a fire due to an arsonist), your best bet is to look to your insurance policy for help in repairing or rebuilding the unit and to assist your tenants in resettlement.