

Ending a lease



Give a written notice to your landlord

To start the process of ending your lease, give a written notice to your landlord. Put the specific date you will be out. Sign and date the notice, and keep a photocopy for yourself. It would be a good idea to send the original by certified mail as evidence that you sent the document.



When do I have to give the notice to my landlord?

Give the notice to your landlord as soon as possible.

If you have a month-to-month lease or a verbal rent agreement, you likely have to give your landlord the notice at least 30 days before the end of the month that you will move out. For example, if you are moving out in April, you need to give the notice to your landlord no later than March 31.

If you have a longer written lease, check your document carefully. Some written rental agreements will give specific rules for how much notice is required. Others do not allow you to end a lease before the end of your term without paying a penalty.



How else can I end my lease?

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, you may be able to end the rental agreement.

Under Ohio law, you can end the rental agreement or lease if:

- 1.) You reasonably believe your landlord has failed to keep your house in a fit and habitable condition or a government agency (such as HUD or the Health Department) finds that the condition of the house materially affects your health and safety; and
- 2.) The landlord fails to fix the problems within a reasonable time (usually 30 days); and
- 3.) You are current with your rent payments.

If you end your lease for this reason, you should specifically say in your written notice to your landlord that you are ending your rental agreement or lease due to his or her failure to make repairs. You may want to list those repairs



If I move out, do I owe any future rent?

If you have a yearly rental agreement or lease and you 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. You may also owe for the cost of re-renting the property. By giving as much notice as you can, you may limit how much you owe the landlord for ending a lease.

A landlord must take steps to minimize his or her damages. A landlord can do this by advertising, showing, and re-renting the unit. So, if you know a prospective tenant, pass on the information.



If you are sued by your landlord, you should call a lawyer right away.

This information is provided by Southeastern Ohio Legal Services based on current Landlord-Tenant laws, which are always subject to change.

FOR FREE HELP CONTACT:

Southeastern Ohio Legal Services

Call: 844-302-1800 or “Request Help On-line” at <http://www.seols.org>