

NOTICE OF LEASE TERMINATION – Fact Sheet

Some questions have come up about the proper procedure for giving notice when you need to move. We hope the following will clear up any confusion.

1. A notice to vacate applies only at the end of a lease term, a monthly rental term or a situation involving the military clause. They are not valid and do not terminate the agreement during the term of the lease.
2. The notice to vacate **MUST** be *in writing*. Verbal notice is not sufficient.
3. The notice must be received at least thirty (30) days **prior to the next date rent is due**.

Here's an example:

You want to vacate your house on April 30th. You will need to submit your written notice on or before April 1st so that you aren't liable for additional rent. If you give written notice on April 2nd, you would be responsible for rent until at least May 31st. This doesn't mean you can't move out on April 30th, just that you would be charged rent until (a) May 31st, or (b) the house is occupied by a new resident.

Shown below are the KFH, state and federal rules, regulations and laws that describe and require this procedure. If you have questions, please contact our office at our convenience.

MONTH-TO-MONTH OR END OF LEASE:

Kirtland Family Housing LLC Lease Agreement:

22. **MOVE-OUT NOTICE AND RELETING BY OWNER:** Resident shall be required to give the Owner at least thirty (30) days prior written notice to vacate the Premises either at the end of the initial lease term, or at the end of any extension, renewal, or holding over period. **This written notice must be received by Owner not less than thirty (30) days prior to the end of a monthly term or rental period to avoid liability for the next month's rent.** Example: notice given less than thirty (30) days prior to the end of a month or rental period would bind the rental obligation until the last day of the following month. It is understood that when a notice to vacate is delivered, all occupants in the unit will be vacating the property. Owner may terminate residency, in accordance with State and/or Local ordinance, by delivering written notice of such intention to Resident thirty (30) days prior to the end of the lease or monthly term.

New Mexico Uniform Owner-Resident Relations Act [47-8-1 to 47-8-52 NMSA1978] 2008 Edition

47-8-37. B: The owner or the resident may terminate a month-to-month residency by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.

MILITARY CLAUSE:

Kirtland Family Housing LLC Lease Agreement:

23. **MILITARY CLAUSE:** It is mutually agreed that the Resident(s), in the military service, may terminate this lease if he/she retires, is released from active duty, is transferred (PCS) beyond a 25-mile radius of Kirtland Air Force Base, New Mexico, or is ordered to occupy public quarters. In such cases, the Resident will furnish the Owner a copy of his official orders not less than 30 days before such termination date unless such notification cannot be made at no fault of the Resident (i.e., short notice assignment). This lease will also terminate on the Resident's death, at the option of the surviving spouse, or personal representative.

Soldier's and Sailor's Relief Act, Public Law 180-189, as amended December 2003.

Section 305. TERMINATION OF RESIDENTIAL OR MOTOR VEHICLE LEASES

- (a) Termination by Lessee.- -The lessee on a lease described in subsection (b) may, at the lessee's option, terminate the lease at any time after- -
 - (2) the date of the lessee's military orders described in paragraph (1) (B) or (2) (B) of subsection (b), as the case may be.
- (b) Covered Leases.- -This section applies to the following leases:
 - (1) Leases of premises. - -A lease of premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, agricultural, or similar purpose if- -
 - (B) the servicemember, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days.
- (c) Manner of Termination.- -
 - (1) In general.- - Termination of a lease under subsection (a) is made –
 - (A) by delivery by the lessee of written notice of such termination, and a copy of the servicemember's military orders, to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee); and
 - (2) Delivery of notice. - - Delivery of notice under paragraph (1) (A) may be accomplished - -
 - (A) by hand delivery;
 - (B) by private business carrier; or
 - (C) by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed as designated by the lessor (or the lessor's grantee) or to the lessor's agent (or the lessor's agent's grantee), and depositing the written notice in the United States mails.
- (d) Effective Date of Lease Termination. - -**
 - (1) Lease of premises. - - In the case of a lease described in subsection (b) (1) that provides for monthly payment of rent, ***termination of the lease under subsection (a) is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice under subsection (c) is delivered.*** In the case of any other lease described in subsection (b) (1), termination of the lease under subsection (a) is effective on the last day of the month following the month in which the notice is delivered.