

MOVING OUT

Moving out is always hectic, but with forethought and a decisive plan of action, it need not be painful. Being aware of possible procedures and the best alternative for your situation can make moving out easier.

Suggested Procedures:

- Give a written 30-day notice. Even if you plan to leave on a day previously agreed upon by you and your landlord.
- Inform all utilities of the date to terminate system.
- It's a good idea to leave a forwarding address, especially with the post office.
- Contact your landlord about how and when he will refund your security deposit. California Civil Code Section 1950.5 requires a landlord to return all deposits and/or an itemized written statement of why all or part of your deposit was withheld. The return of your deposit or the itemized list of deductions must be received within three weeks after the tenant has moved.
- Keep a copy of all notices you send out.
- Go through an inventory checklist to make sure everything is left in the best possible condition (Ask an RLA counselor for a sample checklist).

If you move out before the end of your lease, your alternatives are:

1. Subletting your place
2. Breaking the lease
3. Assigning your lease to somebody else

Subletting:

Subletting is the transfer of part of your remaining term, with the intention of returning before the end of that term. For example, if you have a year lease and you sublet your apartment to someone for the summer, and you plan to return in the fall. Most leases require written permission from the landlord; if this is not provided for in your lease you should still notify the landlord.

To protect yourself, the subtenant and the landlord, prepare a written sublease agreement. This agreement should specify financial responsibility stating if the subtenant will be paying the rent to you or directly to the landlord; also take into account any subletting fee and the subleasing term. With the sublease, there should be a written inventory of premises (furniture, appliances and general physical condition). Make sure that the subtenant, the landlord and you each have a copy of the papers.

Breaking a Lease:

Some leases do not allow subletting. In this case, you may choose to break your lease. California contract law requires a landlord to take all reasonable steps to mitigate, or limit, his/her damages, such steps could include looking for your replacement. If no replacement can be found, the tenant is ultimately responsible for the rent of the remaining term.

It may be in your best interest to help the landlord find eligible new tenants to occupy your unit. In order to minimize the amount of compensation you are required to pay, you could place an ad in the paper, or place a listing in the U.C. Housing Office. Submit a list of eligible, interested tenants and their phone numbers to your landlord. It is to your advantage that you keep all copies of all ads and lists of names you have to prove your good faith in helping you landlord mitigate his damages.

Another way to break a lease is to reach a settlement with your landlord in which he releases you from the terms of your previous agreement. To do so, you may offer to forfeit a part of, or all of, your security deposit. If you reach such a settlement, get a written and signed statement from the landlord about your agreement, otherwise he/she may later ask you to pay rent.

Assigning:

Assigning is the transfer of your entire remaining term to another person, in other words, you have no intention of ever returning. If you get the agreement in writing and the landlord also agrees (best if in writing) this releases you from all responsibilities for the remaining term. As in the case of subletting, prepare an assignment agreement and an inventory that can be signed by all parties involved.