



Early lease termination request letter (California)

[Your name]

[Rental address, unit]

[Email] · [Phone]

[Date]

[Landlord / property manager name]

[Landlord address]

Re: Request to terminate lease early at [rental address, unit], Los Angeles, CA [ZIP]

Dear [Landlord name],

I am writing to request an early end to my lease, which is currently scheduled to run through [lease end date]. I would like to move out on [proposed move-out date].

[Choose the paragraph that applies, or delete if none apply:]

[If applicable — survivor of violence/abuse:] I am entitled to terminate this tenancy early under Cal. Civil Code § 1946.7, which allows a tenant who is a victim of domestic violence, sexual assault, stalking, elder or dependent adult abuse, or human trafficking to end a lease with written notice. As required by the statute, I am enclosing [a copy of a protective/restraining order, a police report no older than 180 days, or a written statement from a qualified third party such as a counselor, health provider, or domestic violence/sexual assault advocate]. Under § 1946.7(b), my tenancy will terminate no later than 14 days after this notice is given, and I am only responsible for rent through that termination date.

[If applicable — military orders:] I am a member of the uniformed services and have received permanent change of station or deployment orders. Under the federal Servicemembers Civil Relief Act (50 U.S.C. § 3955), I am entitled to terminate this lease by delivering written notice along with a copy of my orders. Termination is effective 30 days after the first date on which the next rent payment is due following delivery of this notice, and I am not liable for rent or penalties beyond that date. A copy of my orders is enclosed.

[If applicable — uninhabitable conditions:] I have previously notified you in writing on [date(s)] about [describe conditions: no heat, active leak, mold, pest infestation, etc.], and these conditions remain unresolved. Under California's implied warranty of habitability (Cal. Civil Code §§ 1941, 1941.1) and the doctrine of constructive eviction (Cal. Civil Code § 1927), a landlord's failure to maintain a unit fit for occupancy can excuse a tenant from further performance under the lease. I would prefer to resolve this by [repair timeline] rather than move, but if the conditions are not corrected by [date], I intend to treat the unit as constructively uninhabitable and

vacate.

[If none of the above apply — negotiated release:] I don't have a legal exemption for early termination, and I understand that under Cal. Civil Code § 1951.2 I remain responsible for rent through the end of the lease term or until the unit is re-rented, whichever comes first, since you have a legal duty to make reasonable efforts to re-rent rather than let the unit sit vacant and bill me for the full remaining term. To make this easy on both of us, I'd like to propose [one of the following, or your own terms]:

- A mutual lease termination agreement ending the tenancy on [date], with my security deposit applied per the normal move-out process;
- I continue paying rent until a qualified replacement tenant I help find (or you find) signs a new lease, at which point my obligation ends;
- I pay a negotiated early-termination fee of \$[amount] in exchange for a full release from the remaining lease term, in writing.

I'm happy to provide reasonable access for showings during my remaining time in the unit and to leave it in move-in-ready condition to help you re-rent quickly. Please let me know which option works for you, or propose your own, by [response date].

Thank you for considering this request.

Sincerely,

[Your name]