**EARLY LEASE TERMINATION LETTER**

 **DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

RED WAGON PROPERTIES

16719 Huebner Road #201

San Antonio, TX 78248

Dear LANDLORD:

In accordance with the provisions of United States Code, Title 50 Appendix, section 535 of the Service Member Civil Relief Act **(hereinafter SCRA)**, you are hereby provided this written notice of my intent to terminate my lease for the premises located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The aforementioned provision of Federal law covers residential leases entered into prior to military service or involving premises “occupied or intended to be occupied by a service member or a service member’s dependents” when the service member receives (a) permanent change of station orders OR

1. orders for deployment in excess of ninety days. I have received such orders. A copy of those orders, or a letter from my commanding officer confirming such orders, is attached. In the case of a lease wherein rent payments are due monthly and early termination is made under the SCRA, lease termination is effective thirty days after the date on which the next rental payment is due. **Accordingly,** **this lease shall be terminated, with an effective date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

 no earlier than the 30th day of the month

 after the month in which orders are provided to Landlord

I understand that any security deposit must be returned to the tenant within thirty days after termination of the tenancy. Portions of the deposit may be withheld for damage to the premises caused by the tenant, but not for any condition due to normal wear and tear. Portions of the deposit may also be withheld for loss of rent, but only up through the aforementioned date of termination, and then only if the premises were vacant and actual loss of rent occurred.

If any portion of the security deposit is withheld, the landlord is obligated to provide the tenant an itemized list of the reasons/costs therefore. After I vacate the leased premises, you may provide me with the security deposit refund/itemized list of costs at the following address:

**My forwarding address for future communications including my security deposit disbursement shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Street Address *(no PO Boxes)* City State Zip

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| --- | --- |
| Thank you for your assistance and cooperation. |  |
| Sincerely, |  |
|  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Tenant Printed Name** | **Tenant Signature** |