Q: My landlord also required my spouse’s signature on the residential lease; does either law release my spouse from the lease as well?  
A: Under the SCRA, yes. The SCRA is clear that termination by a service member terminates the obligations of a spouse and any other military dependent that may have signed the lease as well. N.C.G.S. § 42-45, however, does not address that issue. If a spouse signs a lease on behalf of the service member, such as by using a power of attorney, then the lease is severed to the same extent as if the service member signed the lease. However, if the civilian spouse signed a lease in his or her own name, then the lease is covered to the same extent as if the service member signed the lease. However, if a landlord asks you to waive SCRA rights as a condition of renting the premises, you should go elsewhere for rental-leases and then report the matter to the nearest legal assistance office and the base housing and housing referral office.

Q: What should I do if I am a service member, but none of the scenarios above gives me the right to terminate my lease early?  
A: When you need to terminate your lease and neither the lease termination statutes applies, you should review the lease to see if it gives you any other special lease termination rights or seek legal assistance. If you leave the premises early in breach of the contract, the landlord may be entitled to damages you caused as a result of the breach. These damages can include the loss of rent during the remaining lease term and costs of re-renting the property. Again, the landlord must take reasonable steps to “mitigate” damages, that is, to re-rent the premises, but the landlord may apply your security deposit to satisfy these damages and may also sue you for any additional damages in excess of the security deposit.

Q: Can I waive my rights under either law in my lease contract?  
A: The termination provisions in N.C.G.S. § 42-45 cannot be waived or modified under any circumstances. However, the SOA lease termination rights may be waived, but to be legally effective, a waiver must comply with requirements, including, but not limited to, the following:

• The waiver must be in writing.
• It must be on a document separate from the lease.
• The waiver must be signed by the service member.
• The waiver must specify the legal instrument (e.g., the lease) to which it applies; and
• It must be in at least a 12-point font.

If landlord asks you to waive SOA rights as a condition of renting the premises, you should go elsewhere for rental-leases and then report the matter to the nearest legal assistance office and the base housing and housing referral office.

Q: I am a member of the Armed Services and booked a vacation rental but can no longer go. Will my deposit be refunded?  
A: If you are in the military and have questions about a lease, please call our special toll-free hotline at 1-855-806-0582.

Additional Resources:  
For information on tenant security deposits, renting residential real estate, discrimination in rental housing and other consumer housing issues, visit the North Carolina Real Estate Commission Web site at www.ncrec.gov or call us at 919-875-3700 to request a free copy of a “Questions and Answers” brochure on any of these topics.

Other written materials are available from the Consumer Protection Section of the Attorney General’s Office's Web site at www.ncdoj.gov or by calling 919-750-3700. For housing and other consumer housing issues, visit the North Carolina Human Relations Commission Web site at www.doa.nc.gov or by calling 919-750-3700, or contact your local fair housing agency. In addition, if you are in the military, you may wish to consult your Judge Advocate General (JAG).

THE NORTH CAROLINA REAL ESTATE COMMISSION  
P.O. Box 17100 • Raleigh, NC 27619-7100  
Phone: 919-875-3700 • Website: www.ncrec.gov

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N.C. MILITARY PERSONNEL RESIDENTIAL LEASE TERMINATION

Questions and Answers on: N.C. MILITARY PERSONNEL RESIDENTIAL LEASE TERMINATION

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North Carolina Human Relations Commission Web site:

At www.doa.nc.gov or by calling 919-750-3700, or contact your local fair housing agency. In addition, if you are in the military, you may wish to consult your Judge Advocate General (JAG).
**Questions and Answers on: NORTH CAROLINA MILITARY PERSONNEL RESIDENTIAL LEASE TERMINATION**

This pamphlet focuses on questions regarding the rights of members of the Army, Navy, Air Force, National Guard, Marine Corps, and Coast Guard to terminate a lease contract under North Carolina and Federal law. While it is written primarily from the viewpoint of those individuals, it is equally informative for owners and landlords of rental properties occupied by members of the Armed Forces.

**Q:** I am a military technician and I signed a 1-year lease for quarters in North Carolina. May I terminate my residential lease early? **A:** Under N.C.G.S. § 42-45, you are responsible for paying rent through the effective date of termination of the lease. If you terminate within the first nine months of your lease term, you may be required to pay an additional amount, called liquidated damages, to your landlord. The liquidated damages amount will depend on how much of the lease you have completed. If you have completed fewer than six months of the tenancy, the maximum amount of liquidated damages will be up to one-half of a month’s rent. If you have completed more than six months, but fewer than nine months, the maximum amount of liquidated damages will be up to two months’ rent.

**Q:** Under North Carolina law, how do I exercise my right to terminate and when will my lease end? **A:** Under N.C.G.S. § 42-45, you are responsible for paying rent through the effective date of termination of the lease. The notice requirements under both the SCRA and N.C.G.S. § 42-45 are similar: You must give your landlord written notice of your intent to terminate, along with a copy of your military orders or a letter from your commanding officer verifying the reason for the need to terminate the lease. Under the SCRA, the notice must be delivered by certified mail with return receipt requested. Under N.C.G.S. § 42-45, your written notice of intent to terminate must be delivered to your landlord on or before the date you wish to terminate your lease. Under N.C.G.S. § 42-45 if you have been in your lease for nine months or more and you deliver notice to terminate more than fifteen days before the next monthly rental payment is due. For example, suppose you have been in your lease for nine months and the next rental payment is due April 5th. On March 6th, you deliver notice of intent to terminate. Under the SCRA, the effective date of termination is 30 days after April 5th, meaning you will pay two months’ rent. Under N.C.G.S. § 42-45, the termination date would be 45 days after delivery of the notice. Since you have been in the lease for at least nine months, there are no liquidated damages. However, if you have been in the lease for less than nine months, the SCRA may be more economically favorable, because, as discussed above, the SCRA does not permit liquidated damages under any circumstances.

**Q:** Under North Carolina law, how do I exercise my right to terminate and when will my lease end? **A:** Under N.C.G.S. § 42-45, you are responsible for paying rent through the effective date of termination of the lease. The notice requirements under both the SCRA and N.C.G.S. § 42-45 are similar: You must give your landlord written notice of your intent to terminate, along with a copy of your military orders or a letter from your commanding officer verifying the reason for the need to terminate the lease. Under the SCRA, the notice must be delivered by certified mail with return receipt requested. Under N.C.G.S. § 42-45 if you have been in your lease for nine months or more and you deliver notice to terminate more than fifteen days before the next monthly rental payment is due. For example, suppose you have been in your lease for nine months and the next rental payment is due April 5th. On March 6th, you deliver notice of intent to terminate. Under the SCRA, the effective date of termination is 30 days after April 5th, meaning you will pay two months’ rent. Under N.C.G.S. § 42-45, the termination date would be 45 days after delivery of the notice. Since you have been in the lease for at least nine months, there are no liquidated damages. However, if you have been in the lease for less than nine months, the SCRA may be more economically favorable, because, as discussed above, the SCRA does not permit liquidated damages under any circumstances.