

**UNIT ADDRESS/HEADING HERE**

IN REPLY REFER TO

5800

G4 /msa

**dd Mmm YY**

**LANDLORD  
ADDRESS  
CITY, STATE 00000**

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 premises at **LIST TENANT'S ADDRESS HERE**.

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 (b) 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 is terminated, effective PUT EFFECTIVE DATE OF TERMINATION HERE**

I understand that North Carolina law concerning lease termination allows for liquidated damages whenever the tenant terminates after less than nine months. However, this termination is under the aforesaid Federal law, under which NO liquidated damages are allowed.

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 **PROVIDE ADDRESS TO WHICH LANDLORD SHOULD DELIVER DEPOSIT AND/OR ITEMIZED LIST TO TENANT AFTER TENANT VACATES**.

Thank you for your assistance and cooperation in my efforts to help defend our nation through my military service.

**TENANT'S FULL NAME**

**Encl: Deployment or PCS Orders (or confirmatory letter for commander)**