

# **Chapter 11**

## **MOVING OUT**

Moving out can be a complicated process and knowing your rights is extremely important. This knowledge can help solve problems that arise and keep you protected even after you have moved out. The following is a list of some of the items covered under the Ordinance.

### **1. Notify Your Landlord**

If you have an oral rental agreement for a month-to-month tenancy, you must give your landlord (30) thirty days' notice before you move out. If you do not, you may be charged for the rent to the end of the next month. If you have a written lease that states a specific length of time for you to live in the apartment, you cannot break the lease by telling the landlord you are going to move. However you are not obligated to notify your landlord if you are moving out at the end of the term specified lease. For further information about leases, refer to chapter 3, entitled "The Rental Agreement."

### **2. Using Your Security Deposit as Last Month's Rent**

The security Deposit can NOT be used as the last month's rent unless your landlord agrees. Your landlord does not have to accept your security deposit and can sue you to get the money. You may be able to get your landlord's permission to use the security deposit for rent, but make sure you get this agreement in writing. For further information on this subject, refer to Chapter 12.

### **3. Your Landlord Cannot force You to Move Out**

Without a court order, your landlord cannot lock you out of your apartment to make you move or interfere with your apartment in any way (like removing doors, cutting off utilities or removing your property). See Chapter 9.

### **4. Abandoning Your Apartment**

The law entitles you to possession of your apartment until a court determines otherwise and gives possession to your landlord. Your landlord, however, can determine that you have legally abandoned the apartment if:

- a. You tell your landlord you are not returning; or
- b. All the people entitled to live in the apartment have been gone for 32 days and the rent is not paid; or
- c. Most of your property has been moved out, all of the people entitled to live in the apartment have been gone for 21 days (or one rental period if rent is paid more than once a month) and rent is not paid.

## **5. Leaving Your Belongings Behind in the Apartment**

If you move out of the apartment or the lease runs out and you leave some possessions behind, the landlord must leave the property in the apartment or store it somewhere safe for 7 days. You may be liable for storage charges. If the landlord reasonably believes the property is not worth the cost of storage or that the property would spoil, the landlord can throw it away immediately.

## **6. Attempting to End Your Lease Early**

As a tenant, you can terminate a lease early through an agreement with your landlord or by using your right to end the lease for certain illegal landlord actions under the Ordinance or other laws. The law requires you to follow certain procedures your lease will not end legally and you may still be liable for the remaining rent even though you have vacated the premises.

If you fail to give proper notice when terminating your lease or if you abandon the apartment, the landlord must make a good faith effort to find another tenant at a fair rent. If the landlord finds another tenant, you may still owe the landlord rent for the time that the apartment was vacant and for which the landlord received no rent. If the landlord cannot find another tenant, you may owe the landlord all the remaining rent to the end of your lease plus the landlord's re-renting costs. For more information on leases, see Chapter 3.

If the landlord re-rents the apartment for less than what you were paying you will have to pay the difference between the amount the new tenant pays and your rent. For example, if your rent is \$500. per month and you move out three months early, and the landlord is able to find a new tenant but at \$450 per month, you may owe the difference between what you would have paid and what the next tenant is paying, or \$150.

## **7. You Have the Right to Sub-Let Your Apartment**

If you want to move out early and have arranged to sublet the apartment, your landlord must accept any reasonable subtenant without charging any additional fees. Remember, you are still liable to the landlord for the rent if the subtenant does not pay it. If you plan to move and not return to the apartment, it is better to get a written agreement with your landlord to end the lease early. This may be called "Agreement and Release."

## **8. Moving Out Tips**

- 1.** Take pictures of the apartment, and ask a witness (preferably a non-relative) to go through the apartment with you to take notes on its condition.
- 2.** Try to be present when your landlord or his or her employee walks through your apartment for the final inspection.
- 3.** Ask for a signed copy of the claimed damages from the landlord after the walk-through inspection.(See Chapter 12).

**[Information on Moving Out for Housing Choice Voucher tenants is in Chapter 13.]**